

***CITY OF GRAND JUNCTION
DEPARTMENT OF PUBLIC WORKS AND PLANNING
ENGINEERING DIVISION***

***BID DOCUMENTS
AND
CONSTRUCTION SPECIFICATIONS***

FOR

***2015 Curb, Gutter, and Sidewalk Replacement Project
IFB-4076-15-DH***



July, 2015

Book No. ____

CITY OF GRAND JUNCTION
DEPARTMENT OF PUBLIC WORKS AND PLANNING
ENGINEERING DIVISION

BID DOCUMENTS
FOR
2015 Curb, Gutter, and Sidewalk Replacement Project

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BID INFORMATION

INVITATION TO BID

The City of Grand Junction will receive sealed bids at the Office of the City Clerk at City Hall, 250 North Fifth Street, Grand Junction, Colorado, 81501, prior to 2:00 p.m. on Tuesday, July 28, 2015 for the 2015 Curb, Gutter and Sidewalk Replacement project. All bids will be opened and read aloud at the City Hall Auditorium immediately following the submittal deadline. The project generally consists of 30 ton of hot mix asphalt, 34.5 square yards of monolithic drive over curb, gutter and sidewalk, 17.5 square yards of 4" concrete, 15.1 square yards of monolithic vertical curb, gutter and sidewalk, 21.8 square yards of concrete driveway section (6" thick) and traffic control for said work.

Contractors submitting bids over \$50,000 must be prequalified in accordance with the City's "Rules and Procedures for Prequalification of Contractors." Application forms for prequalification are available at the Administration Office of the Department of Public Works and Planning (970-256-4126) or on the Public Works & Planning/Engineering page at www.gjcity.org. Prequalification applications must be submitted two weeks prior to bid opening date. Bids received from non-prequalified contractors will not be opened.

The July 2010 edition of the "City Standard Contract Documents for Capital Improvements Construction", Plans, Specifications and other Bid Documents are available for review or download on the Bids page at www.gjcity.org. For technical information, please contact Jerod Timothy, Project Manager at the Department of Public Works and Planning (970-244-1565).

For contractual information, please contact Duane Hoff, Senior Buyer duaneh@gjcity.org (970-244-1545).

A pre-bid/site visit meeting will be held at 10:00 a.m. on Tuesday, July 21, 2015. The site visit shall commence at the northeast corner of 12th Street and Orchard Avenue. This meeting is mandatory.

The City Clerk's Office will stamp the date and mark the time received on all bids. Bids not received prior to the date and time indicated on the Invitation to Bid will not be considered. The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other means of delivery employed by the Bidder.

Each Bid shall be submitted on a form furnished by the City and must be accompanied by a certified check, cashier's check or Bid Bond in an amount not less than 5% of the amount of the Bid and made payable to the City of Grand Junction, Colorado. The successful Bidder will be required to furnish a Performance Bond and a Labor and Material Payment Bond, both in the amount of 100% of the total Contract amount, in conformity with the requirements of the Contract Documents and on forms provided by the City.

CITY OF GRAND JUNCTION, COLORADO

Duane Hoff, Senior Buyer

Published: The Daily Sentinel - July 19, 2015

CITY OF GRAND JUNCTION
DEPARTMENT OF PUBLIC WORKS AND PLANNING
ENGINEERING DIVISION

INSTRUCTIONS TO BIDDERS

The following instructions are given for the purpose of guiding Bidders in properly preparing their bids and constitute a part of the *Contract Documents* and shall be strictly complied with.

1. Definitions and Terms. See Article I, Section 3 of the General Contract Conditions in the *Standard Contract Documents for Capital Improvements Construction*.
2. Copies of Bid Documents. Complete sets of the *Bid Documents* may be reviewed at the Administration Office of the Department of Public Works and Planning at City Hall, 250 North 5th Street, Grand Junction, Colorado 81501. Plans, Specifications and other Bid Documents are available for review or download on the Bids page at www.gjcity.org.

Complete sets of *Bid Documents* shall be used in preparing Bids; neither City nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of *Bid Documents*.

City and Engineer in making copies of *Bid Documents* available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3. Prequalification of Bidders: Contractors submitting bids over \$50,000 must be prequalified in accordance with the City's "Rules and Procedures for Prequalification of Contractors." Application forms for prequalification are available at the Administration Office of the Department of Public Works and Planning. Contractors who are currently prequalified with the Colorado Department of Transportation (CDOT) will meet the requirements for prequalification by the City, unless the City has information or basis to the contrary. Application forms for Contractor prequalification are available at the Administration Office of the Department of Public Works and Planning, City Hall, 250 North 5th Street, Grand Junction, CO, 81501.
4. Liquidated Damages for Failure to Enter Into Contract. Should the Successful Bidder fail or refuse to enter into the Contract within ten Calendar Days from the issuance of the Notice of Award, the City shall be entitled to collect the amount of such Bidder's Bid Guaranty as Liquidated Damages, not as a penalty but in consideration of the mutual release by the City and the Successful Bidder of all claims arising from the City's issuance of the Notice of Award and the Successful Bidder's failure to enter into the Contract and the costs to award the Contract to any other Bidder, to readvertise, or otherwise dispose of the Work as the City may determine best serves its interest.

5. Time of Completion. Time is of the essence with respect to the time of completion of the Project and any other milestones or deadline which are part of the Contract. It will be necessary for each Bidder to satisfy the City of its ability to complete the Work within the Contract Time set forth in the Contract Documents.
6. Examination of Contract Documents and Site. Before submitting a Bid, each Bidder shall:
 - a. Examine the *Contract Documents* thoroughly;
 - b. Visit the site to familiarize itself with local conditions that may in any manner affect cost, progress, or performance of the Work;
 - c. Become familiar with federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress or performance of the Work;
 - d. Study and carefully correlate Bidder's observations with the *Contract Documents*, and;
 - e. Notify the Engineer of all conflicts, errors, ambiguities or discrepancies in or among the *Contract Documents*

On request, the City will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of a Bid. It shall be the Bidder's responsibility to make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (including without limitation, surface, subsurface and underground utilities) at or contiguous to the site or otherwise which may affect cost, progress or performance of the work and which the Bidder deems necessary to determine its Bid for performing the work in accordance with the time, price and other terms and conditions of the Contract Documents. Location of any excavation or boring made by Bidder shall be subject to prior approval of City and applicable agencies. Bidder shall fill all holes, restore all pavements to match the existing structural section and shall clean up and restore the site to its former condition upon completion of such exploration. The City reserves the right to require the Bidder to execute an access agreement with the City prior to accessing the site.

The lands upon which the Work is to be performed, rights of way, and access thereto, and other lands designated for use by Contractor in performing the Work, are identified on the Drawings.

Information and data reflected in the *Contract Documents* with respect to underground utilities at or contiguous to the site are based upon information and data furnished to the City and the Engineer by the owners of such underground utilities or others, and the City does not assume responsibility for the accuracy or completeness thereof, unless it is expressly provided otherwise in the *Contract Documents*.

By submission of a Bid, the Bidder shall be conclusively presumed to represent that the Bidder has complied with every requirement of these Instructions to Bidders, that the *Contract Documents* are not ambiguous and are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

7. Interpretations. All questions about the meaning or intent of the *Contract Documents* shall be submitted to the Purchasing Supervisor in writing.

Written comments or questions must be received by the Engineer at least forty-eight (48) hours (excluding Saturdays, Sundays, and Holidays) prior to the time set for Bid Opening.

If questions received by the Engineer or Purchasing Supervisor are deemed to be sufficiently significant and received sufficiently in advance of the Bid opening, an Addendum to the *Bid Documents* may be issued. Otherwise, a written copy of the question and decision or interpretation will be posted on the Public Works & Planning/Engineering page at www.gjcity.org. It shall be the responsibility of each Bidder to make itself aware of all such posted questions and decisions or interpretations and, by submitting a Bid, each Bidder shall be conclusively be deemed to have such knowledge. After Bid Opening, all Bidders must abide by the decision of the Engineer as to all such decisions or interpretations. Bidders may not rely upon oral interpretations of the meaning of the plans, specifications or other bid documents and any oral or other interpretations or clarifications will be without legal force or effect.

8. Quantities of Work. Materials or quantities stated as unit price items in the Bid are supplied only to give an indication of the general scope of the Work. The City does not expressly or by implication agree that the actual amount of Work or material will correspond therewith, and reserves the right after award to increase or decrease the quantity of any unit item of the Work without a change in the unit price except as set forth in Article VIII, Section 70 of the *General Contract Conditions*. The City also reserves the right to make changes in the Work (including the right to delete any bid item in its entirety or add additional bid items) as set forth in Article VIII, Sections 69 through 71 of the *General Contract Conditions*.

9. Substitutions. The materials, products and equipment described in the *Bid Documents* shall be regarded as establishing a standard of required performance, function, dimension, appearance, or quality to be met by any proposed substitution. No substitution will be considered prior to receipt of Bids unless the Bidder submits a written request for approval to the Engineer at least ten (10) days prior to the date for receipt of Bids. Such requests for approval shall include the name of the material or equipment for which substitution is sought and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for evaluation, including samples if requested. The Bidder shall set forth changes in other materials, equipment, or other portions of the Work including changes of the work of other contracts, which incorporation of the proposed substitution would require to be included. The Engineer's decision of approval or disapproval of a proposed substitution shall be final. If the Engineer approves a proposed substitution before receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

10. Bid Guaranty. Each Bid shall as a guaranty of good faith on the part of the Bidder be accompanied by a Bid Guaranty consisting of: a certified or cashier's check drawn on an approved national bank or trust company in the State of Colorado, and made payable without condition to the City; or a Bid Bond in the form set forth in the *Bid Documents* executed by an approved corporate surety in favor of the City. The amount of the Bid Guaranty shall not be less than 5% of the total Bid amount.

Once the City issues a Notice of Award, the apparent Successful Bidder has ten (10) Calendar Days to enter into a Contract in the form prescribed and to furnish the required Performance and Payment Bonds. Failure to do so will result in forfeiture of the Bid Guaranty to the City as Liquidated Damages.

Bid Guaranties for all except the three lowest qualified Bids shall be returned within five (5) Working Days of Bid Opening. When the Successful Bidder files satisfactory Performance and Payment Bonds and Certificates of Insurance, the Bid Guaranties of the three lowest Bidders shall be returned.

Each bidder shall guaranty its total bid price for a period of sixty-five (65) Calendar Days from the date of the bid opening. Except for forfeiture due to reasons discussed above, Bid Guaranties of all Bidders shall be returned to them within sixty-five (65) Calendar Days from the date of Bid Opening.

11. Bid Form. The Bid Form, provided by the City, must be completed in ink or by typewriter.

The Bidder shall specify a unit price in figures for each pay item for which a quantity is given and shall provide the products (in numbers) of the respective unit prices and quantities in the Extended Amount column. The total Bid price shall be equal to the sum of all extended amount prices. When an item in the Bid Schedule provides a choice to be made by the Bidder, Bidder's choice shall be indicated in accordance with the specifications for that particular item and thereafter no further choice shall be permitted.

Where the unit of a pay item is lump sum, the lump sum amount shall be shown in the "extended amount" column and included in the summation of the total Bid.

All blank spaces in the Bid Form must be properly filled out.

Bids by corporations must be executed in the corporate name by the president or vice president or other corporate office accompanied by evidence of authority to sign. The corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

Bids by partnerships must be executed in the partnership name and signed by a partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.

All names must be typed or printed below the signature.

The Bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

The address to which communications regarding the Bid are to be directed must be shown.

12. Irregular Bids. A Bid will be considered irregular and may be rejected for the following reasons:
 - a. Submission of the Bid on forms other than those supplied by the City;
 - b. Alteration, interlineation, erasure, or partial detachment of any part of the forms which are supplied herein;
 - c. Inclusion of unauthorized additions conditional or alternate Bids or irregularities of any kind which may tend to make the Bid incomplete, indefinite, or ambiguous as to its meaning;
 - d. Failure to acknowledge receipt of any or all issued Addenda;
 - e. Failure to provide a unit price or a lump sum price, as appropriate, for each pay item listed except in the case of authorized alternative pay items;
 - f. Failure to list the names of Subcontractors used in the Bid preparation as required in the Bid Form;
 - g. Submission of a Bid that in the opinion of the Purchasing Manager is unbalanced so that each item does not reasonably carry its own proportion of cost or which contains inadequate or unreasonable prices for any item;
 - h. Tying of the Bid with any other bid or contract; and
 - i. Failure to calculate Bid prices as described herein.
13. Submission of Bids. The completed Bid Form and Bid Guaranty shall be submitted at the time and place indicated in the Invitation to Bid and must be in a ten-inch by thirteen-inch opaque sealed envelope marked SEALED BID with the project title and the name and address of the Bidder.
14. Modification and Withdrawal of Bids Before Opening. Bids may be modified or withdrawn by an appropriate document duly executed and delivered to the place where Bids are to be submitted at any time prior to Bid Opening.
15. Opening of Bids. Bids will be opened and read aloud at the time and place stated in the Invitation to Bid. All Bidders, their representatives, and other interested parties are encouraged to attend the Bid Opening.

Within five (5) Working Days after Bid Opening, all Bids will be tabulated and copies sent to all Bidders. The bid tabulation sheet(s) will be available to the public.

16. Disqualification of Bidders. A Bid will not be accepted from, nor shall a Contract be awarded to, any person, firm, or corporation that is in arrears to the City, upon debt or contract, or that has defaulted, as surety or otherwise, upon any obligation to the City, or that is deemed irresponsible or unreliable.

Bidders may be required to submit satisfactory evidence that they are responsible, have a practical knowledge of the project bid upon and that they have the necessary financial and other resources to complete the proposed Work.

Either of the following reasons, without limitation, shall be considered sufficient to disqualify a Bidder and Bid:

- a. More than one Bid is submitted for the same Work from an individual, firm, or corporation under the same or different name; and
 - b. Evidence of collusion among Bidders. Any participant in such collusion shall not receive recognition as a Bidder for any future work of the City until such participant has been reinstated as a qualified bidder.
17. Withdrawal of Bids After Opening. No Bid may be withdrawn by any bidder for sixty-five (65) Calendar Days after the Bid Opening.
18. Evaluation of Bids and Bidders. The City reserves the right to:
- reject any and all Bids,
 - waive any and all informalities,
 - negotiate final terms with the Successful Bidder, and
 - disregard any and all nonconforming, nonresponsive or conditional Bids.

Discrepancies between words and figures will be resolved in favor of words. Discrepancies between Unit Prices and Extended Prices will be resolved in favor of the Unit Prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. The corrected extensions and totals will be shown in the tabulation of Bids.

The City may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the work as to which the identity of Subcontractors and other persons and organizations must be submitted. Operating costs, maintenance considerations performance data, and guarantees of materials and equipment may also be considered by the City.

The City will conduct such investigations as deemed necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors and other persons and organizations to do the Work in accordance with the *Contract Documents* to the City's satisfaction within the Contract Time.

The Bidder shall furnish the City all information and data requested by the City to determine the ability of the Bidder to perform the Work. The City reserves the right to reject the Bid if the evidence submitted by, or investigation of such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.

By submitting a Bid, each Bidder authorizes the City to perform such investigation of the Bidder as the City deems necessary to establish the responsibility, qualifications and financial ability of the Bidder and, by its signature thereon, authorizes the City to obtain reference information concerning the Bidder and releases the party providing such information and the City from any and all liability to the Bidder as a result of such reference information so provided.

The City reserves the right to reject the Bid of any Bidder who does not pass any evaluation to the City's satisfaction.

If the Contract is to be awarded, it will be awarded to the Bidder who, by evaluation, the City determines will best meet the City's interests.

The City reserves the right to accept or reject the Work contained in any of the Bid Schedules or alternates, either in whole or in part.

19. Award of Contract. Unless otherwise indicated, a single award will be made for all the bid items in an individual bid schedule. In the event that the Work is contained in more than one Bid Schedule, the City may award Schedules individually or in combination. In the case of two Bid Schedules which are alternative to each other, only one of such alternative Schedules will be awarded. Within forty-five (45) Calendar Days of Bid Opening, the City will issue a Notice of Award to the Successful Bidder which will be accompanied by four (4) unsigned copies of the Contract and the Performance and Payment Bond forms. Within ten (10) Calendar Days thereafter, the Successful Bidder shall sign and deliver four (4) copies of the Contract, Performance Bond, Payment Bond and Certificates of Insurance to the City. Within ten (10) Calendar Days thereafter, the City will deliver two (2) fully executed counterparts of the Contract to the Contractor. No contract shall exist between the Successful Bidder and the City and the Successful Bidder shall have no rights at law or in equity until the Contract has been duly executed by the City.

The Successful Bidder's failure to sign and submit a Contract and other documents set forth in this Paragraph within the prescribed time shall be just cause of annulment of the award, and forfeiture of the Bid Guaranty. The award of Contract may then be made to the next qualified Bidder in the same manner as previously prescribed.

20. Insurance. The Contractor shall secure and maintain such insurance policies as will provide the coverage and contain other provisions specified in the General Contract Conditions, or as modified in the Special Contract Conditions.

The Contractor shall file four (4) copies of the policies or Certificates of Insurance acceptable to the City with the Purchasing Supervisor within ten (10) Calendar Days after issuance of the Notice of Award. These Certificates of Insurance shall contain a provision that coverage afforded under the policies shall not be canceled unless at least thirty (30) Calendar Days prior written notice has been given to the City.

21. Sales and Use Taxes. The Contractor and all Subcontractors are required to obtain exemption certificates from the Colorado Department of Revenue for sales and use taxes in accordance with the provisions of the General Contract Conditions. Bids shall reflect this method of accounting for sales and use taxes on materials, fixtures and equipment.
22. Affirmative Action. In executing a Contract with the City, the Contractor agrees to comply with Affirmative Action and Equal Employment Opportunity regulations presented in the General Contract Conditions.
23. Preconstruction Meeting. Prior to the commencement of construction activities, a preconstruction meeting will be held which shall include the Contractor, representatives of the City, utility companies and others effected by or involved in the project. Attendance by the Contractor is mandatory.
24. Pre-Bid Meeting. See the Special Conditions for details of pre-bid meeting (if any).
25. Required Certifications. Hand finishing concrete will be permitted only when performed under the direct supervision of a craftsman holding the following certificate: ACI Concrete Flatwork Finisher and Technician (ACICFFT) or other Flatwork Finisher certification program approved by the City Engineering Manager.

BID FORMS

CITY OF GRAND JUNCTION
DEPARTMENT OF PUBLIC WORKS AND PLANNING
ENGINEERING DIVISION

BID FORM
FOR
2015 Curb, Gutter, and Sidewalk Replacements

TO: The City of Grand Junction
250 North Fifth Street
Grand Junction, Colorado 81501-2668

The undersigned Bidder, having thoroughly examined the Construction Drawings, Specifications, and other Bid Documents; having investigated the location of, and conditions affecting the proposed work, and being acquainted with and fully understanding the extent and character of the Work covered by this Bid; and all other factors and conditions affecting or which may be affected by the Work:

HEREBY PROPOSES and agrees, if this Bid is accepted, to enter into a Contract with the City on the form included in the *Contract Documents* and to furnish all required materials, tools, equipment, and plant; to perform all necessary labor and superintendence; and to undertake and complete the Work or approved portions thereof, in full accordance with and in conformity with the Construction Drawings, Specifications, and all other Contract Documents hereto attached or by reference made a part hereof, and for the following prices.

Bid Schedule: 2015 Curb, Gutter and Sidewalk Replacements

Contractor: _____

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
1	202	Asphalt Milling (2" Thick)(Butt-Joint)	1.	Lump	\$ _____	\$ _____
2	208	Erosion Control (Complete in Place)	1.	Lump	\$ _____	\$ _____
3	208	Demo Top 12" of Existing Concrete Light Pole Base	1.	Lump	\$ _____	\$ _____
4	208	Saw Cut Concrete	36.	LF	\$ _____	\$ _____
5	210	Reset Structures - Reset Pull Box to Finish Grade	1.	EA	\$ _____	\$ _____
6	210	Reset Structures - Reset Water Meter to Finish Grade	1.	EA	\$ _____	\$ _____
7	304/401	Hot Mix Asphalt (2" Minimum Thickness) (Grading SX, Binder Grade PG 64-22)	30.	Ton	\$ _____	\$ _____
8	420	Geogrid	40.	SY	\$ _____	\$ _____
9	304/608	Monolithic Drive Over Curb, Gutter and Sidewalk to Include 6" of Class 6 Aggregate Base Course	34.5	SY	\$ _____	\$ _____
10	304/608	Concrete Driveway Section (4" Thick) to Include 6" of Class 6 Aggregate Base Course	17.5	SY	\$ _____	\$ _____
11	304/608	Monolithic Vertical Curb, Gutter and Sidewalk to Include 6" of Class 6 Aggregate Base Course	15.1	SY	\$ _____	\$ _____
12	304/608	Concrete Driveway Section (6" Thick) to Include 6" of Class 6 Aggregate Base Course	21.8	SY	\$ _____	\$ _____
13	304/608	Concrete Curb Ramp to Include 6" of Class 6 Aggregate Base Course	30.5	SY	\$ _____	\$ _____
14	608	Detectable Warning (Wet Set) (City Supplied)	1.	EA	\$ _____	\$ _____
15	626	Mobilization	1.	Lump	\$ _____	\$ _____
16	630	Traffic Control Plan	1.	Lump	\$ _____	\$ _____
17	630	Traffic Control (Complete in Place)	1.	Lump	\$ _____	\$ _____
MC R		Minor Contract Revisions	---	---	---	\$ <u>1,400.00</u>

Bid Amount: \$ _____

Bid Amount: _____ **dollars**

The undersigned Bidder hereby agrees to execute the Contract in conformity with this Bid, to have ready and furnish the required Payment and Performance Bonds, executed by a Surety acceptable to the City and provide Certificates of Insurance evidencing the coverage and provisions set forth in Contract within ten (10) Calendar Days of the City's issuance of a Notice of Award.

The _____, a corporation of the State of _____, is hereby proposed as Surety on said Performance and Payment Bonds. If such Surety is not approved by the City, another and satisfactory Surety will be proposed.

Enclosed herewith is a Bid Guaranty as defined in the attached Instructions to Bidders in the amount of _____ which Bid Guaranty the undersigned Bidder agrees to be paid to and become the property of the City, as Liquidated Damages and not as a penalty should the Bid be accepted, the Contract Notice of Award issued, and should the Bidder fail or refuse for any reason to enter into the Contract in the form prescribed. The Bidder shall furnish the required Bonds and Insurance Certificates within ten (10) Calendar Days of issuance of the Notice of Award.

The following persons, firms or corporations are interested as joint ventures, partners or otherwise with the undersigned Bidder in this proposal:

Name: _____

Address: _____

Name: _____

Address: _____

If there are no such persons, firms or corporations, please so state in the following space. _____

The undersigned Bidder proposes to subcontract the following portion of Work:

<u>Name & address of Sub-Contractor</u>	<u>Description of work to be performed</u>	<u>% of Contract</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The undersigned Bidder acknowledges the right of the City to reject any and all Bids submitted and to waive informalities and irregularities therein in the City's sole discretion.

By submission of the Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without collusion, consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

The Work shall be completed within the Contract Time as specified in the Special Conditions.

Bidder hereby acknowledges receipt of Addenda Numbers: ____, ____, ____, ____.

By submission of a Bid, the Bidder shall be conclusively presumed to represent that the Bidder has complied with every requirement of the "Instructions to Bidders".

Bidder, by his signature hereon, hereby authorizes the obtaining of reference information containing the Bidder's qualifications, experience and general ability to perform the work and hereby releases the party providing such information and the City from any and all liability to Bidder as the result of such reference information being provided. Bidder further waives any right to receive copies of information so provided to the City.

Bidder agrees to perform all Work described in the Contract Documents for the unit prices or the lump sum as shown on the Bid Form, and acknowledges that the quantities shown on the Bid Schedule are approximate only and are intended principally to serve as guides for the purpose of comparing and evaluating Bids.

It is further agreed that any quantities of work to be performed at unit prices and material to be furnished may be increased or decreased as may be considered necessary in the opinion of the City, to complete the Work fully as planned and contemplated, and that all quantities of Work, whether increased or decreased, are to be performed at the unit prices set forth in the Bid, except as otherwise provided for in the Contract Documents.

It is further agreed that any lump sum prices may be increased to cover additional work ordered by the City, but not shown on the Plans or required by the Specifications, in accordance with the provisions of the Contract Documents. Similarly, they may be decrease to cover deletions of work so ordered.

By submitting a Bid, the Bidder acknowledges that the bid process is solely intended to serve the public interest in achieving the highest quality of services and goods at the lowest price, and that no right, interest or expectation shall inure to the benefit of the Bidder as the result of any reliance or participation in the process.

The undersigned Bidder further grants to the City the right to award this Contract on the basis of any possible combination of base bids and alternate(s) (if any) that best suit the City's needs.

Dated this _____ day of _____, 20__.

Bidder: _____

Address: _____

Signature: _____

Name printed: _____

Title: _____

If a corporation:

State of incorporation: _____

Attest: _____

(seal)

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

that we, _____ (___ an individual, ___ a partnership, ___ a corporation incorporated in the State of _____) as Principal, and _____ (incorporated in the State of _____) as Surety, are held and firmly bound unto the City of Grand Junction, Colorado, (hereinafter called "City") in the penal sum of _____ dollars (\$ _____), lawful money of the United States, for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that WHEREAS the Principal has submitted the accompanying Bid dated _____ for construction of _____ (the Project) for the City and

WHEREAS, the City has required as a condition for receiving said Bid that the Principal deposit with the City either a cashier's check or a certified check equivalent to not less than five percent of the amount of said Bid or in lieu thereof furnish a Bid Bond for said amount conditioned that in event of a failure to execute the proposed Contract for such construction and to provide the required Performance and Payment Bonds and Insurance Certificates if the Contract be awarded to the Bidder, that said sum be paid immediately to the City as Liquidated Damages and not as a penalty for the Principal's failure to perform.

NOW, THEREFORE, if the Principal shall, within the period specified therefore, on the attached prescribed forms presented to the Bidder for signature, enter into a written Contract with the City in accordance with said Bid as accepted, and give Performance and Payment Bonds with good and sufficient Surety, or Sureties, as may be required upon the forms prescribed by the City, for the faithful performance and the proper fulfillment of said Contract, provide Certificates of Insurance as required by said Contract, and provide all other information and documentation required by the Contract Documents, then this obligation shall be void and of no effect, otherwise to remain in full force and effect. In the event suit is brought upon this bond by the City and the City prevails, the principal and surety shall pay all costs incurred by the City in such suit, including reasonable attorneys' fees and costs to be fixed by the Court.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their several seals the name and corporate seal of each corporate party being hereto affixed and duly signed by its undersigned representative pursuant to authority of its governing board.

Dated this _____ day of _____, 20__.

Principal: _____

Address: _____

Signed: _____

(seal)

Title: _____

Surety: _____

Address: _____

Signed: _____

(seal)

Title: _____

INSTRUCTIONS FOR COMPLETING BID BOND

1. The full legal name and residence of each individual executing this Bond as Principal must be inserted in the first paragraph.
2. If the Principal is a partnership, the full name of the partnership and all individuals must be inserted in the first paragraph which must recite that individuals are partners composing the partnership, and all partners must execute the Bond as individuals.
3. The State of incorporation of each corporate Principal or Surety to the Bond must be inserted in the first paragraph and the Bond must be executed under the corporate seal of said party attested by its secretary or other appropriate officer.
4. Attach a copy of the power-of-attorney for the Surety's agent.

SPECIAL CONDITIONS

CITY OF GRAND JUNCTION
DEPARTMENT OF PUBLIC WORKS AND PLANNING
ENGINEERING DIVISION

2015 Curb, Gutter and Sidewalk Replacements

SPECIAL CONDITIONS

The performance of the Work for this Project shall conform to the General Contract conditions presented in the City of Grand Junction's *Standard Contract Documents for Capital Improvements Construction*, revised July 2010, except as specifically modified or supplemented herein or on the Construction Drawings.

SC-1 **Project Description:** The project generally consists of 30 tons of hot mix asphalt, 34.5 square yards of monolithic drive over curb, gutter and sidewalk, 17.5 square yards of 4" concrete, 15.1 square yards of monolithic vertical curb, gutter and sidewalk, 21.8 square yards of concrete driveway section (6" thick) and traffic control for said work.

SC-2 **Project Manager:** The Project Manager for the Project is Jerod Timothy, who can be reached at (970)244-1565. All notices, letters, submittals, and other communications directed to the City shall be addressed and mailed or delivered to:

City of Grand Junction
Department of Public Works and Planning
Attn: Jerod Timothy, Project Manager
250 North Fifth Street
Grand Junction, CO 81501

SC-3 **Pre-Bid Meeting:** A pre-bid/site visit meeting will be held for this project on Tuesday, July 21, 2015 at 10:00 a.m. The site visit shall commence at the northeast corner of 12th Street and Orchard Avenue.

SC-4 **Affirmative Action:** The Contractor is not required to submit a written Affirmative Action Program for the Project.

SC-5 **Time of Completion:** The scheduled time of Completion for the Project is **19 Calendar Days** the starting date specified in the Notice to Proceed.

Completion is achieved when site cleanup and all punch list items (resulting from the final inspection) have been completed. Completion shall have the meaning set forth in Article I, Section 3 (Definitions and Terms) of the General Contract Conditions.

The anticipated schedule for the Project is as follows:

Pre-Bid/Site Visit	July 21, 2015
Inquiry Deadline	July 22, 2015
Addendum Posted	July 23, 2015
Bid Opening:	July 28, 2015
City Council approval:	N/A
Notice of Award:	July 28, 2015
Contractor delivers Contract, Bond and Insurance Cert.	N/A
Preconstruction meeting:	July 30, 2015
Begin work:	August 3, 2015
Final Completion:	August 21, 2015

SC-6

Liquidated Damages:

If the Contractor does not achieve Final Completion by the required date, whether by neglect, refusal or any other reason, the date for Final Completion may be extended in writing by the Owner. As provided elsewhere, this provision does not apply for delays caused by the City. The parties agree and stipulate that the Contractor shall pay liquidated damages to the City for each such day that final completion is late.

The Contractor agrees that as a part of the consideration for the City's awarding of this Contract liquidated damages in the daily amount of **\$250.00** is reasonable and necessary to pay for the actual damages resulting from such delay. The parties agree that the real costs and injury to the City for such delay include hard to quantify items such as: Additional engineering, inspection and oversight by the City and its agents; additional contract administration; inability to apply the efforts of those employees to the other work of the City; perceived inefficiency of the City; citizens having to deal with the construction and the Work, rather than having the benefit of a completed Work, on time; inconvenience to the public; loss of reputation and community standing for the City during times when such things are very important and very difficult to maintain.

The Contractor must complete the Work and achieve final completion included under the Bid Schedule in the number of consecutive calendar days after the City gives is written Notice to Proceed. When the Contractor considers the entire Work ready for its intended use, Contractor shall certify in writing that the Work is substantially complete. In addition to the Work being substantially complete, Final Completion date is the date by which the Contractor shall have fully completed all clean-up, and all items that were identified by the City in the inspection for final completion. Unless otherwise stated in the Special Conditions, for purposes of this liquidated damages clause, the Work shall not be finished and the Contract time shall continue to accrue until the City gives its written Final Acceptance.

If the Contractor shall fail to pay said liquidated damages promptly upon demand thereof after having failed to achieve Final Completion on time, the City shall first look to any retainage or other funds from which to pay said liquidated damages; if retainage or other

liquid funds are not available to pay said liquidated damages amounts, the Surety on the Contractor's Performance Bond and Payment Bond shall pay such liquidated damages. In addition, the City may withhold all, or any part of, such liquidated damages from any payment otherwise due the Contractor.

Liquidated damages as provided do not include any sums to reimburse the City for extra costs which the City may become obligated to pay on other contracts which were delayed or extended because of the Contractor's failure to complete the Work within the Contract Time. Should the City incur additional costs because of delays or extensions to other contracts resulting from the Contractor's failure of timely performance, the Contractor agrees to pay these costs that the City incurs because of the Contractor's delay, and these payments are separate from and in addition to any liquidated damages.

The Contractor agrees that the City may use its own forces or hire other parties to obtain Substantial or Final Completion of the work if the time of completion has elapsed and the Contractor is not diligently pursuing completion. In addition to the Liquidated Damages provided for, the Contractor agrees to reimburse the City for all expenses thus incurred.

SC-7 **Working Days and Hours:**

Weekdays Only

7:00 a.m. to 5:00 p.m.

SC-8 **Permits:** The following permits are required for the Project and will be obtained by the City at no cost to the Contractor:

None

The following permits are required for the Project and shall be obtained and paid for by the Contractor, with the costs included in the total bid price for the Project:

None

SC-9 **Insurance Limits:** The minimum insurance limits for the Project are as stated in the General Contract Conditions.

SC-10 **City Furnished Materials:** The City will furnish the following materials for the Project:
Detectable Warning (Cast Iron Wet Set)

SC-11 **Project Newsletters/Door Hangers:** The City of Grand Junction will prepare a door hanger for this Project. The door hanger will include general information about the Project, the Contractor's name and telephone number and shall state the approximate number of days to complete work adjacent to their property. The City shall distribute the door hanger to all residents adjacent to the work sites. The door hangers will be distributed to each resident at least two (2) working days prior to beginning work adjacent to their property.

SC-12 **Project Sign:** Project signs, if any, will be furnished and installed by the City.

- SC-13 **Authorized Representatives of the City:** Those authorized to represent the City shall include engineers, managers and inspectors employed by the City, only.
- SC-14 **Uranium Mill Tailings:** It is anticipated that radioactive mill tailings will not be encountered on this Project.
- SC-15 **Fugitive Petroleum or Other Contamination:** It is anticipated that soil contamination from fugitive petroleum or other contaminants will not be encountered with the Project.
- SC-16 **Traffic Control:** The Contractor shall provide and maintain traffic control in accordance with the approved Traffic Control Plan and the *Manual on Uniform Traffic Control Devices*.
1. A Traffic Control Plan shall be submitted two days prior to the pre-construction meeting for review.
- SC-17 **Stockpiling Materials and Equipment:** All stockpiling/storage shall be in accordance with General Contract Condition Section 51.
- SC-18 **Excess Material:** All excess materials shall be disposed in accordance with General Contract Condition Section 50.
- SC-19 **Existing Utilities and Structures:** Utilities were **not** potholed during design of this project. The location of existing utilities and structures shown on the Plans is approximate with the information gathered during design. It is the responsibility of the Contractor to pothole/locate and protect all structures and utilities in accordance with General Contract Condition Section 37.
- SC-20 **Time Limits:** The Contractor shall complete the excavation, removals, and concrete installation within 48 hours of beginning work at each location. The Contractor shall reconnect the irrigation system, remove the concrete forms, and backfill within 48 hours of pouring concrete. The Contractor shall complete the asphalt patching adjacent to the concrete installation when the minimum curing time for the concrete has elapsed.
- SC-21 **Schedule of Submittals:**
The Contractor shall provide these specific submittals at the preconstruction meeting:
- Construction schedule submitted at or prior to the pre-construction meeting and updated as necessary to reflect actual conditions
 - Traffic Control Plan submitted two days prior to the pre-construction meeting for approval by the City.
 - Best Management Practices (BMP's) for Stormwater Pollution Prevention.
 - Asphalt Mix Design
 - Base course gradation, Proctor Curve (Class 6)
 - Concrete mix design, See SP-5

SC-22 **Incidental Items:** Any item of work not specifically identified or paid for directly, but which is necessary for the satisfactory completion of any paid items of work, will be considered as incidental to those items, and will be included in the cost of those items

SC-23 **Retainage:** The amount to be retained from partial payment shall be five (5) percent of the total value of the work completed as determined from the cumulative request for payment for the entire project.

SC-24 **Survey:** Locations identified for concrete replacement will require survey. The Contractor shall give the City survey crew a minimum of 48 hours notice for all requested survey.

SC-25 **QA/QC:** The City will provide QA/QC. The Contractor shall give the City Quality Assurance Technician a minimum of 48 hours' notice for all testing.

SC-26 **Work to be Performed by the City:**
None

SC-27 **Existing Concrete Sidewalks, Pans, Fillets, Curbs, and Gutters:**

The existing sidewalks, pans, fillets, curb and gutter are in good serviceable condition. In most instances the installation of new sidewalk and pavement will be adjacent to existing concrete. The Contractor will need to protect all concrete adjacent to construction. If the concrete is damaged during construction the Contractor will be responsible for its replacement at no cost to the City. The Contractor, the City Project Inspector, and/or the City Project Manager will walk and record any concrete that is deemed to be damaged before construction has started.

SC-26 **Locations:**

1. 2720 East Yucatan Court
2. 12th Street and Orchard Avenue (Northeast Corner)
3. 2877 Mesa Avenue

SPECIAL PROVISIONS

CITY OF GRAND JUNCTION
DEPARTMENT OF PUBLIC WORKS AND PLANNING
ENGINEERING DIVISION

2015 Curb, Gutter and Sidewalk Replacements

SPECIAL PROVISIONS

GENERAL:

The descriptions of the pay items listed in the Bid Schedule for this Project may not agree with those listed in the Standard Specifications. Payment for all Work performed, as required in the Contract Documents, will be in accordance with the items and units listed in the Bid Schedule.

STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION:

The *City of Grand Junction Standard Specifications for Road and Bridge Construction* are hereby modified or supplemented for this Project by the following modifications to *The Standard Specifications for Road and Bridge Construction*, State Department of Highways, Division of Highways, State of Colorado:

SP-1 SECTION 202 – REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Section 202 of the Standard Specifications is hereby revised for this project as follows:

Subsection 202.07, add the following:

All concrete and asphalt removal required for installation of new will be considered incidental and will not be measured or paid for separately.

Subsection 202.12, add the following:

Locations of saw cuts shall be determined and directed by the Construction Inspector or the Engineer. Saw cuts at contraction/construction joints shall be incidental to work.

SP-2 SECTION 208 – EROSION CONTROL

For inlet protection along Major Arterial or Collector Street sections the only approved inlet protections shall be a filter sock.

Add the following to this subsection:

208.05(n) Add the Following:

Concrete Washout Structure:

Water for clean-up of equipment used in the mixing or distribution of concrete shall not be discharged to any storm water facilities, drain ways, or deposited into any open fields. The waste water used shall either be wasted on an open excavation area or in an onsite detention facility for future disposal.

Subsection 208.08 Payment for Best Management Practices.

The disposal of wash water shall be considered incidental to the concrete and will not be measured for or paid for separately.

Add the following to this subsection:

Pay Item	Pay Unit
Erosion Control (Complete In Place)	Lump Sum

The lump sum price for Erosion Control (complete in place) shall be in full compensation for the Erosion Control Supervisor and all materials, labor and equipment required to furnish, install, maintain, remove and dispose of erosion and settlement control features and Best Management Practices (BMP's) in accordance with the Stormwater Management Plan (SWMP), State and local permits, and the contract documents.

Erosion Control (Complete in Place) shall include storm drain inlet protection and the concrete washout structure.

SP-3 SECTION 601 – STRUCTURAL CONCRETE

Section 601 of the Standard Specifications is hereby revised for this project as follows:

Subsection 601.02, Classification:

CONCRETE SHALL MEET THE FOLLOWING REQUIREMENTS:

- 4,500 PSI Compressive at 28 Days
- 6% air \pm 1.5%
- Slump 4", Loads exceeding 4 1/2" shall be rejected
- Maximum Water Cement Ratio no greater than 0.45.

Subsection 601.06, Batching:

This CDOT Specification has been added to this Project:

The Contractor shall furnish a batch ticket (delivery ticket) with each load for all concrete. Concrete delivered without a batch ticket containing complete information as specified shall be rejected. The Contractor shall collect and complete the batch ticket at the placement site and deliver all batch tickets to the Engineer or his representative at the end of each day. The Engineer or his representative shall have access to the batch tickets at any time during the placement. The following information shall be provided on each ticket:

1. Suppliers name and date
2. Truck number
3. Project name and location
4. Concrete class and designation number
5. Cubic yards batched
6. Type brand and amount of each admixture
7. Type, brand, and amount of cement and fly ash
8. Weights of fine and course aggregates
9. Moisture of fine and course aggregates
10. Gallons of batch water

The contractor shall add the following information to the batch ticket at time of placement:

1. Gallons of water added by the truck operator.
2. Number of revolutions of the drum for mixing
3. Discharge time

SP-4 SECTION 608 – CURBS, GUTTERS, SIDEWALKS, AND TRAILS

Section 608 of the Standard Specifications is hereby revised for this project as follows:

Subsections 608.06, Basis of Payment shall include the following:

The Contract Unit Price for the various concrete items shall be full compensation for all equipment, labor, materials, and incidentals required for the complete installation. Incidental items include subgrade compaction, cutting and removal of asphalt in areas where concrete will be installed; removal of existing concrete, disposal of excavated and removed materials; furnishing, placement and compaction of Aggregate Base Course; forming, furnishing and placement, finishing, curing and protection of the concrete; reinforcing steel and joint filler.

SP-5 SECTION 630 - CONSTRUCTION ZONE TRAFFIC CONTROL

Subsection 630.09, Traffic Control Plan, shall include the following:

The following guidelines and limitations shall apply to the traffic control:

1. Two way traffic shall be maintained on all streets (unless otherwise approved).
2. Concrete activities shall be coordinated so that concrete trucks and other vehicles do not block the traffic lanes.
3. All incidental costs shall be included in the original contract price for the project. Flagging shall be considered incidental and included in Traffic Control (Complete in Place).
4. Sidewalks that are obstructed or under construction shall be barricaded, as required for pedestrian safety.

APPENDIX A
PROJECT SUBMITTAL FORM

PROJECT SUBMITTAL FORM

PROJECT: **2015 Curb, Gutter and Sidewalk Replacements**

CONTRACTOR: _____

PROJECT MANAGER: Jerod Timothy

Description	Date Received	Resubmittal Requested	Resubmittal Received	Date Accepted
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STREET CONSTRUCTION

Pavement mix design Grading SX, Binder Grade PG 64-22				
Base course gradation, Proctor curve Class 6				
Concrete mix design, See Sp-5				
Geogrid				

Best Management Plan				
Concrete Washout Facility				
Inlet Protection				
PERMITS, PLANS, OTHER				
Construction Schedule				
Traffic Control Plan				