

**INVITATION TO BID**  
**Bid Number 2016-038**

Sealed bids for the **WEST MIDLAND AVE. SHARED USE PATH CONSTRUCTION** project will be received at the City of Glenwood Springs, City Clerk's Office in City Hall, 101 W. 8<sup>th</sup> St., Glenwood Springs, Colorado 81601, until **2:00 p.m., (MDST) Thursday, July 21<sup>st</sup>, 2016** at which time they will be publicly opened and read aloud.

The work is described by the Drawings and Specifications and includes furnishing all materials, labor and equipment and performing all operations necessary to complete the project. The project generally consists of:

- 1) Constructing 3500 SY of 5" concrete bike path.
- 2) Constructing concrete abutments for a new pedestrian bridge over West Midland Ave. and installing the prefabricated bridge.
- 3) Landscaping and irrigation system installation.
- 4) Constructing curb and gutter, 5-foot wide sidewalk, 5-foot green space, and driveway along the south side of Deveruex Rd. to the Midland Ave. intersection.

Plans and specifications may be obtained at the City Engineering Office, 101 W. 8<sup>th</sup> St, Glenwood Springs, CO 81601 at no charge. Contract Documents will be available on **June 30<sup>th</sup>, 2016** in hard copy and electronic form.

Each bid must be accompanied by a bid bond or certified check in the amount of 5% of the bid proposal. The Bid Guarantees accompanying the three most qualified proposals may be held until the Contract is awarded, provided this period does not exceed sixty calendar days. The Bid Guarantees accompanying the other bids will be returned promptly after the bids have been evaluated. Performance and Payment Bonds in the amount of 100 % of bid will be required prior to construction.

A pre-bid conference will not be held for this project.

This solicitation for Bids may be canceled by the Owner, and any bid may be rejected in whole or in part for good cause when in the best interests of the Owner. The Owner reserves the right to reject any or all bids or accept what is, in its judgment, the best bid.

All questions are to be directed to the City Purchasing Agent Ricky Smith (ricky.smith@cogs.us) in writing or via email before **5:00 p.m., (MDST), July 8<sup>th</sup>, 2016**

Bidders must submit two (2) copies of their Bid and all Bid Documents including signed Addenda and Bid Bond at the time of Bid. The Bid and Bid Guarantees must be placed in one envelope securely sealed therein and labeled: "**West Midland Ave. Shared Use Path, Bid No. 2016-038**".

**A. Contractor Qualifications**

All bidders must submit a list of at least three (3) similar projects and the corresponding references for these projects. If reference list is not submitted at time of bid then their bid will be considered as non-responsive.

**B. Local Preference**

Any Contractor, Subcontractor or supplier wishing to obtain local business designation shall apply for such designation by submitting sufficient written documentation supporting such request to the City Manager no later than 5:00 p.m. (MDST), July 11, 2016. Copies of the Local Business Preference Ordinance may be obtained by contacting the Purchasing Department, City Hall, 101 West 8<sup>th</sup> Street, Glenwood Springs, Colorado, 81601 (970-384-6445). Or view the Municipal Code online at [www.coqs.us](http://www.coqs.us)

Published: June 30, 2016 and July 6, 2016 in the Glenwood Springs Post Independent.

## **INSTRUCTIONS TO BIDDERS**

### **1.0 Defined Terms**

1.1 Terms used in these Instructions to Bidders, which are defined in the General Conditions, have the meaning assigned to them in the General Conditions. The term "Bidder" means one who submits a Bid directly to Owner, as distinct from a sub-bidder, who submits a Bid to a Bidder. The term "Successful Bidder" means the most qualified, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Invitation to Bid, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

1.2 For this "Invitation to Bid" solicitation, the term "Bidder" is used interchangeably with "Offeror" as the firm or company who submits the Proposal to the Owner.

### **2.0 Copies of Bidding Documents**

2.1 Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.2 Owner and Engineer, in making copies of Bidding 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.

### **3.0 Qualifications of Bidders**

The Owner may make such investigations as he deems necessary to determine the ability of the Bidder to perform the work, and to demonstrate qualifications to perform the Work. Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

### **4.0 Examination of Contract Documents and Site**

4.1 It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the work, (c) consider federal, state and local laws and regulations that may affect cost, progress, performance or furnishing of the work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Engineer of all conflicts, errors or discrepancies in the Contract Documents.

4.2 Information and data reflected in the Contract documents with respect to

Underground Facilities at or contiguous to the site are based upon information and data furnished to Owner and Engineer by owners of such underground facilities or other, and Owner does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.

4.3 Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests, and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the work and which Bidder deems necessary to determine its Bid for performing and furnishing the work in accordance with the time, price and other terms and conditions of the Contract Documents.

4.4 On request, in advance, Owner will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up, and restore the site to its former condition upon completion of such exploration.

4.5 The lands upon which the work is to be performed, rights-of-way, and easements for access thereto and other lands designated for use by Contractor in performing the work, are identified in the Contract Documents. All additional lands, and access thereto, required for temporary construction facilities or storage of materials and equipment, are to be provided by Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by Owner unless otherwise provided in the Contract Documents.

4.6 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance and furnishing of the work.

4.7 A pre-bid meeting will not be conducted for the project.

## **5.0 Interpretations and Addenda**

5.1 All questions about the meaning or intent of the Contract Documents are to be directed to the City Purchasing officer. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received beyond the date specified in the Invitation to Bid may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

5.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner or Engineer.

## **6.0 Conditions of Work**

Each Bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his Contract. Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor or danger to the public.

## **7.0 Substitute or “Or-Equal” Items**

The Contract, if awarded, will be on the basis of materials and equipment described in the drawings or specified in the specifications, without consideration of possible substitute or “or-equal” items. Whenever it is indicated in the drawings or specified in the Specifications that substitute or “or-equal” items of materials or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the effective date of the Agreement. The procedure for submission of any such application by Contractor and consideration by Engineer is set forth in the General Conditions and may be supplemented by the Supplementary Conditions.

## **8.0 Subcontracts**

The Bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this Contract must be acceptable to the Owner. The bidder shall submit, with their bid, a completed list of subcontractors they propose to use on this contract.

## **9.0 Bid Form**

9.1 The Bid Form is included with the Bidding Documents; additional copies may be obtained from Owner.

9.2 All blanks on the Bid Form must be completed in ink or by typewriter.

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

9.4 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.

9.5 All names must be typed or printed below the signature.

9.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

9.7 The address and telephone number for communications regarding the Bid must be

shown.

## **10.0 Submission of Bids**

Bids shall be submitted at the time and place indicated in the Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the project title (and, if applicable, the designated portion of the project for which the Bid is submitted) and name and address of the Bidder and accompanied by the required documents. If the bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it. Any submission received after the advertised submission deadline shall be returned unopened to the sender.

## **11.0 Modification and Withdrawal of Bids**

11.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

11.2 If, within twenty-four (24) hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and Engineer and promptly thereafter demonstrates to the reasonable satisfaction of Owner and Engineer that there was a material and substantial mistake in the presentation of its Bid, that Bidder may withdraw its Bid.

## **12.0 Bids to Remain Subject to Acceptance**

All Bids will remain subject to acceptance for ninety (90) days after the day of proposal submission, but Owner may, in its sole discretion, release any Bids prior to that date.

## **13.0 Award of Contract**

13.1 Owner reserves the right to reject any and all Bids, to waive any and all informalities, and to negotiate Contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsible, unbalanced or conditional Bids. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the project to make an award to that Bidder, whether because the bid is not responsible or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner.

13.2 In evaluation of Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Proposal Form or prior to the Notice of Award.

13.3 Owner may consider the qualifications and experience of subcontractors, suppliers and other persons and organizations proposed for those portions of the work as to which the identity or subcontractors, suppliers, and other persons and organizations may be submitted as provided in the Supplementary Conditions. Owner also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the work when such data is required to be submitted prior to the Notice of Award.

13.4 Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed subcontractors, suppliers and other persons and organizations to perform and furnish the work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

13.5 If the Contract is to be awarded, it will be awarded to the Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project.

13.6 Article 5 of the General Conditions and section 16.00 of the Supplementary Conditions set forth Owner's requirements as to performance and other Bonds. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by the required Contract Security.

13.7 If the Contract is to be awarded, Owner will give the successful Bidder a Notice of Award within fifteen (15) days after City Council approval.

#### **14.0 Laws and Regulations**

The Bidders' attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

#### **15.0 Complete Prices**

All lump sum, alternate, and unit prices must include all required General Conditions line items necessary to complete the work, including, but not limited to the following (as required): all permits, insurance, bonding costs, taxes; supervision; layout; equipment and personnel; off-site management and administrative assistance; trash disposal to a separate dumpster; miscellaneous equipment; mobilization; as-built drawings; fuel, watchmen, flagmen, and site security; scheduling; small tools; drawings and printing expenses and mailing costs.

#### **16.0 Schedule of Values**

On bid items to be paid as lump sum that may extend beyond a single pay estimate, a schedule of values shall be submitted to OWNER a minimum of 10 days prior to work on that item. Adequate detail shall be given to allow a value to be placed on work completed during any given pay estimate.

#### **17.0 Permits and Fees**

Bidder to obtain necessary city and state permits to be able to do the work

#### **18.0 Governing Authorities**

Work shall be completed as per these specifications and accepted by the Owner, Department, or proper agencies having jurisdiction before final payment is requested of

the Owner.

### **19.0 Subsurface Investigations**

Not Applicable.

### **20.0 Completion of Work**

Work shall be completed as per the General Conditions (and as modified by these specifications) and accepted by the Owner or proper agencies having jurisdiction before final payment is requested of the Owner.

### **21.0 Bid Bond**

Bid security shall be made payable to the Owner in the amount of 5% of the bidder's maximum bid price in the form of a certified check or a bid bond, using the form herein, issued by a surety meeting the requirements of the Supplementary General Conditions.

The bid security of the successful bidder will be retained until such bidder has executed the agreement and furnished the required contract security whereupon it will be returned; if the successful bidder fails to execute and deliver the agreement and furnish the required contract security within ten (10) days of the Notice of Award, the Owner may annul Notice of award and the bid security of that bidder will be forfeited. Owner will return bid bonds or checks of unsuccessful bidder within or by 60 days after the bid submittal date.

### **22.0 Payment Bond**

Payment Bond form is found in Agreement Documents section of this package.

### **23.0 Performance Bond**

Performance Bond form is found in Agreement Documents section of this package.

### **24.0 List of Documents for Complete Proposal**

All proposals must contain the following documents to be considered complete:

- Bid Form
- Completed Bid Schedule
- Bid Bond
- City Vendor Information Form
- City Authorization for Facsimile and E-Mail Communications Form
- City Addendum to Professional Services Agreement (Work by Illegal Aliens)
- Subcontractor Listing
- List of Similar Projects and References

### **25.0 Compliance with Article XXVIII of the Colorado Constitution**

If and only to the extent this Agreement constitutes a "sole source government contract"

within the meaning of Article XXVIII of the Colorado Constitution, then the provisions of Sections 15 through 17 of Article XXVIII (“Amendment 54”) are hereby incorporated into this Agreement and Contractor shall comply with the provisions of Amendment 54. In addition, if and only to the extent this Agreement constitutes a “sole source government contract”, Contractor hereby certifies that it is not ineligible to hold any “sole source government contract” pursuant to Amendment 54 or any contract thereunder. If any provision or provisions of Amendment 54 are held by final judgment to be unconstitutional or otherwise invalid by a court of competent jurisdiction or have been repealed retroactively or otherwise do not apply to this Agreement, such provision or provisions shall no longer be incorporated into this Agreement and the parties hereto shall have no obligations under such provision or provisions.

#### **26.0 Agreement Subject to Appropriations**

It is expressly understood and agreed that the City’s performance of this Agreement is subject to appropriations being made by the City Council of the City of Glenwood Springs. In the event City Council fails to make or maintain sufficient appropriations to pay any costs incurred under this Agreement, the Agreement shall be terminated immediately.

**END OF INSTRUCTIONS TO BIDDERS**

**BID FORM**

FOR: \_\_\_\_\_  
(Project Name)

TO: \_\_\_\_\_  
(Owner)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City) (State) (Zip)

**GENTLEMEN:**

The undersigned (hereafter called the Bidder), a \_\_\_\_\_  
(Corporation, Partnership or Individual)

\_\_\_\_\_, organized and/or doing business under the

laws of the State of \_\_\_\_\_, hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools and services necessary for the completion of all work stipulated in, required by, and in accordance with, the proposed contract documents hereto attached and the plans and other documents referred to therein (as altered, amended or modified by all addenda thereto). All in accordance with the Drawings, Specifications and other Contract Documents prepared by \_\_\_\_\_, for the sum as stated in the totals for the items bid, plus any and all sums to be added and/or deducted resulting from all extra and/or omitted work in accordance with the requirements of the Supplemental Conditions, Technical Specifications and with the unit and/or lump sum prices stated in the items bid form attached hereto.

The undersigned has examined the location of the proposed work, the Drawings, Specifications and other Contract Documents and is familiar with the local conditions at the place where the work is to be performed.

The undersigned Bidder hereby agrees to commence work under this contract on or before a date specified in the "Notice to Proceed" and to fully complete the project within 90 consecutive calendar days thereafter.

The undersigned bidder further agrees to pay as liquidated damages, the sum of \$250.00 for each consecutive day thereafter as hereinafter provided in the Supplemental Conditions.

The undersigned bidder hereby acknowledges receipt of any and all of the following Addenda:

<u>Addendum No.</u>	<u>Dated</u>
_____	_____
_____	_____
_____	_____
_____	_____

The proposal guaranty, the performance and payment bond, time of completion and other requirements related to the proposal shall be in accordance with either the Supplementary Conditions, Technical Specifications, Contract Documents or the items listed below:

**OTHER REQUIREMENTS BY OWNER:**

The Contractor must submit a list of at least 3 similar projects (installation of prefabricated pedestrian bridges) and three corresponding references.

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In the event this Proposal is selected and a contract awarded to the undersigned, the following surety or sureties will sign the required Performance and Payment Bond:

_____	_____
_____	_____
_____	_____

The following bid items form a part of the proposal:

List of similar projects and references

DATE \_\_\_\_\_

Signature:

If an Individual: \_\_\_\_\_ doing

business as \_\_\_\_\_

If a Partnership: \_\_\_\_\_

By \_\_\_\_\_, member of Firm

If a Corporation: \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

ATTEST: \_\_\_\_\_

Secretary

(CORPORATE SEAL)

Business Address of Bidder \_\_\_\_\_

\_\_\_\_\_

If Bidder is a corporation, supply the following information:

State in which incorporated \_\_\_\_\_

Name and address of it's:

President \_\_\_\_\_

\_\_\_\_\_

Secretary \_\_\_\_\_

\_\_\_\_\_

**West Midland Shared-Use Path - Bid Schedule**

*West Segment*

ITEM NO.	CDOT NO.	CONTRACT ITEM	NOTES	UNIT	EST. QUANT.	UNIT PRICE	TOTAL PRICE
1	201-00000	CLEARING AND GRUBBING		LS	1		
2	202-01000	REMOVAL OF FENCE		LF	307		
3	202-00010	REMOVAL OF TREE		EACH	11		
4	202-00019	REMOVAL OF INLET		EACH	1		
5	202-00035	REMOVAL OF PIPE		LF	63		
6	202-00203	REMOVAL OF CURB AND GUTTER		LF	8		
7	202-00220	REMOVAL OF ASPHALT MAT		SY	32		
8	202-00240	REMOVAL OF ASPHALT MAT (PLANING)		SY	32		
9	202-05026	SAWING ASPHALT MATERIAL (6 INCH)		LF	154		
10	203-00060	EMBANKMENT MATERIAL (COMPLETE IN PLACE)		CY	2207		
11	203-00012	UNCLASSIFIED EXCAVATION (COMPLETE IN PLACE)(SPECIAL)		CY	2342		
12	203-01510	BACKHOE		HOUR	16		
13	203-01597	POTHOLING		HOUR	16		
14	203-02330	LABORER		HOUR	32		
15	206-00000	STRUCTURE EXCAVATION		CY	178		
16	206-00100	STRUCTURE BACKFILL (CLASS 1)		CY	131		
17	206-00200	STRUCTURE BACKFILL (CLASS 2)		CY	8		
18	207-00205	TOPSOIL		CY	184		
19	208-00002	EROSION LOG (12 INCH)		LF	1897		
20	208-00045	CONCRETE WASHOUT STRUCTURE		EACH	1		
21	208-00050	STORM DRAIN INLET PROTECTION		EACH	4		
22	208-00052	STORM DRAIN INLET PROTECTION (TYPE 2)		LF	6		
23	208-00106	SWEEPING (SEDIMENT REMOVAL)		HOUR	60		
24	208-00205	EROSION CONTROL SUPERVISOR		HOUR	120		
25	210-00040	RESET WATER LINE		LS	1		
26	210-04050	ADJUST VALVE BOX		EACH	1		
27	210-00815	RESET SIGN PANEL		EACH	1		
28	212-00006	SEEDING (NATIVE)		ACRE	0.3		
29	212-00050	SOD		SF	552		
30	213-00150	BONDED FIBER MATRIX		ACRE	0.4		
31	214-00225	DECIDUOUS TREE (2.5 INCH CALIPER)		EACH	15		
32	214-00350	DECIDUOUS SHRUB (5 GALLON CONTAINER)		EACH	58		
33	214-00510	EVERGREEN TREE (10 FOOT) (BALL AND BURLAP)		EACH	7		
34	216-00021	SOIL RETENTION BLANKET (CLASS 1)		SY	360		
35	304-06000	AGGREGATE BASE COURSE (CLASS 6)		TON	800		
36	403-00721	HOT MIX ASPHALT (PATCHING) (ASPHALT)		SY	32		
37	412-00500	CONCRETE PAVEMENT (5 INCH)		SY	1656		
38	412-00600	CONCRETE PAVEMENT (6 INCH)		SY	14		
39	412-00601	CONCRETE PAVEMENT (6 INCH) (SPECIAL)		SY	49		
40	420-00132	GEOTEXTILE (SEPARATOR) (CLASS 1)		SY	49		
41	503-01060	MICROPILE (6 INCH)	SEE PROJECT SPECIAL PROVISION	EACH	22		
42	504-04410	MSE RETAINING WALL		SF	4865		
43	506-00206	RIPRAP (6 INCH)		CY	20		

44	506-00212	RIPRAP (12 INCH)		CY	10		
45	507-00725	SLOPE AND DITCH PAVING (SPECIAL)		LF	49		
46	514-00200	PEDESTRIAN RAILING (STEEL)		LF	599		
47	514-01020	PEDESTRIAN RAILING (TIMBER)		LF	103		
48	601-03000	CONCRETE CLASS D		CY	135		
49	601-40300	STRUCTURAL CONCRETE COATING		SY	70		
50	602-00000	REINFORCING STEEL		LB	950		
51	602-00020	REINFORCING STEEL (EPOXY COATED)		LB	12650		
52	603-30024	24 INCH STEEL END SECTION		EACH	2		
53	603-50012	12 INCH PLASTIC PIPE		LF	9		
54	603-50018	18 INCH PLASTIC PIPE		LF	132		
55	603-50024	24 INCH PLASTIC PIPE		LF	122		
56	603-50036	36 INCH PLASTIC PIPE		LF	129		
57	604-00505	INLET TYPE D (5 FOOT)		EACH	1		
58	604-00305	INLET TYPE C (5 FOOT)		EACH	1		
59	604-13005	INLET TYPE 13 (5 FOOT)		EACH	1		
60	604-19000	INLET SPECIAL (CURB)		EACH	1		
61	604-20000	POND OUTLET STRUCTURE		EACH	1		
62	604-39010	MANHOLE SPECIAL (10 FOOT)		EACH	2		
63	608-00000	CONCRETE SIDEWALK		SY	53		
64	608-00007	CONCRETE SIDEWALK (SPECIAL A)		LF	128		
65	608-00008	CONCRETE SIDEWALK (SPECIAL B)		LF	36		
66	608-00009	CONCRETE SIDEWALK (SPECIAL C)		LF	57		
67	608-00010	CONCRETE CURB RAMP		SY	41		
68	608-00015	DETECTABLE WARNINGS		SF	32		
69	609-21023	CURB AND GUTTER TYPE 2 (SECTION II-B) (SPECIAL)		LF	144		
70	609-24002	GUTTER TYPE 2 (2 FOOT)		LF	537		
71	614-00037	SIGN PANEL (SPECIAL)		EACH	4		
72	620-00020	SANITARY FACILITY		EACH	1		
72	621-85000	TRAIL CANOPY		LS	1		
73	622-01025	POND LINING		SY	250		
74	626-00000	MOBILIZATION		L S	1		
75	627-00001	PAVEMENT MARKING PAINT		GAL	5		
76	628-00115	BRIDGE GIRDER AND DECK UNIT (115 FEET TO 120 FEET)	SEE PROJECT SPECIAL PROVISION	EACH	1		
77	630-00008	TRAFFIC CONTROL (SPECIAL)		LS	1		
78	700-70010	F/A MINOR CONTRACT REVISIONS		F A	1	\$120,000	\$120,000
79	700-70090	F/A RESET UTILITIES		F A	1	\$30,000	\$30,000

(A) TOTAL BASE BID \$ \_\_\_\_\_

(TOTAL BASE BID – WORDS)

**West Midland Shared-Use Path - Bid Schedule**

*East Segment*

ITEM NO.	CDOT NO.	CONTRACT ITEM	NOTES	UNIT	EST. QUANT.	UNIT PRICE	TOTAL PRICE
1	201-00000	CLEARING AND GRUBBING		L S	1		
2	203-00010	UNCLASSIFIED EXCAVATION (COMPLETE IN PLACE)		CY	689		
3	203-01510	BACKHOE		HOUR	16		
4	203-02330	LABORER		HOUR	32		
5	207-00205	TOPSOIL		CY	205		
6	208-00002	EROSION LOG (12 INCH)		LF	1662		
7	208-00045	CONCRETE WASHOUT STRUCTURE		EACH	1		
8	208-00106	SWEEPING (SEDIMENT REMOVAL)		HOUR	20		
9	208-00205	EROSION CONTROL SUPERVISOR		HOUR	15		
10	210-04010	ADJUST MANHOLE		EACH	1		
11	212-00006	SEEDING (NATIVE)		ACRE	0.4		
12	216-00021	SOIL RETENTION BLANKET (CLASS 1)		SY	1850		
13	304-06000	AGGREGATE BASE COURSE (CLASS 6)		TON	750		
14	412-00500	CONCRETE PAVEMENT (5 INCH)		SY	1550		
15	420-00132	GEOTEXTILE (SEPARATOR) (CLASS 1)		SY	8		
16	504-03411	RETAINING WALL (BOULDER)		SF	280		
17	506-00206	RIPRAP (6 INCH)		CY	2.2		
18	514-01020	PEDESTRIAN RAILING (TIMBER)		LF	330		
19	603-30012	12 INCH STEEL END SECTION		EACH	1		
20	603-30018	18 INCH STEEL END SECTION		EACH	3		
21	603-50012	12 INCH PLASTIC PIPE		LF	36.5		
22	603-50018	18 INCH PLASTIC PIPE		LF	74		
23	620-00020	SANITARY FACILITY		EACH	1		
24	626-00000	MOBILIZATION		L S	1		
25	700-70010	F/A MINOR CONTRACT REVISIONS		F A	1	\$40,000	\$40,000

(B) TOTAL BASE BID \$ \_\_\_\_\_

(TOTAL BASE BID – WORDS)

BASE BID (A) \$ \_\_\_\_\_

BASE BID (B) \$ \_\_\_\_\_

TOTAL (A) + (B) \$ \_\_\_\_\_

SUBMITTED BY:

Firm Name\* \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

\*Insert "Corporation, Partnership" , etc.

Name \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Phone \_\_\_\_\_

Address the envelope as follows:

City of Glenwood Springs

City Clerk's Office

101 West 8<sup>th</sup> Street

Glenwood Springs, CO 81601

**BID BOND**

Know all men by these Presents, that we, the undersigned, \_\_\_\_\_  
(Name of Contractor)  
\_\_\_\_\_ as Principal and  
(Address of Contractor)

\_\_\_\_\_ as Surety, are  
(Name and address of Surety)  
hereby held and firmly bound unto \_\_\_\_\_  
(Name of Owner)

as OWNER in the penal sum of \_\_\_\_\_ for the payment of  
which, well and truly to be made, we hereby jointly and severally bind ourselves, successors,  
and assigns.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

The Condition of the above obligation is such that whereas the Principal has submitted to  
\_\_\_\_\_ a certain BID, attached hereto and hereby made a  
part hereof to enter a contract in writing for the \_\_\_\_\_.

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal, shall execute and deliver a contract in  
the Form of Contract attached hereto (properly completed in accordance with said  
BID) and shall furnish a BOND for his faithful performers of said contract, and for the  
payment of all persons performing labor or furnishing materials in connection  
therewith, ad shall in all other respects perform the agreement created by the  
acceptance of said BID, then this obligation shall be void, otherwise the same shall  
remain in force and effect; it being expressly understood and agreed that the liability  
of the Surety for any and all claims hereunder shall, in no event, exceed the penal  
amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said  
Surety and its BOND shall be in no way impaired or affected by an extension of the time  
within which the OWNER may accept such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and  
seals, and such of them as are corporations have caused their corporate seals to be hereto  
affixed and these presents to be signed by their proper officers, the day and year first set  
forth above

\_\_\_\_\_  
(Principal, Contractor)

\_\_\_\_\_  
(Surety)

BY: \_\_\_\_\_

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 where the project is located.

**NOTICE OF AWARD**

To: (Contractor) \_\_\_\_\_  
(Address) \_\_\_\_\_  
(City, State, Zip) \_\_\_\_\_

Project Description: **West Midland Ave. Shared Use Path**

The OWNER has considered the BID submitted by you for the above described WORK in response to its Invitation to Bid date June 30, 2016, and Instructions to Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$\_\_\_\_\_.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required CONTRACTOR’S Performance BOND, Payment BOND and certificates of Insurance within ten (10) days from the date of this Notice, or said OWNER will be entitled to consider all your rights arising out of said OWNER’S acceptance of your BID as null and void and your BID SECURITY will be forfeited immediately to said OWNER as an agreed amount of liquidated damages.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

City of Glenwood Springs (Owner)

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by \_\_\_\_\_,  
(Contractor)

this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

By \_\_\_\_\_

Title \_\_\_\_\_

Telephone \_\_\_\_\_

## CITY OF GLENWOOD SPRINGS VENDOR INFORMATION FORM

The following information is required when submitting a response to this solicitation. Please complete **ALL** areas. Mark N/A for those which are not applicable. Type or **print legibly**, all responses.

1.    a.    LEGAL NAME OF FIRM: \_\_\_\_\_  
      b.    DBA OR BUSINESS NAME  
          (IF DIFFERENT) \_\_\_\_\_
  
2.    ADDRESS OF FIRM (WHERE PURCHASE ORDERS SHOULD BE SENT):
  - a.    STREET ADDRESS: \_\_\_\_\_
  - b.    CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_
  - c.    ALTERNATE ADDRESS: \_\_\_\_\_ YES \_\_\_\_\_ NO If yes, attach separate sheet with information. (Address used for returns, etc., if different from #2 and #3.)
  
3.    PAY OR REMIT ADDRESS:
  - a.    LEGAL NAME OF FIRM: \_\_\_\_\_
  - b.    STREET ADDRESS: \_\_\_\_\_
  - c.    CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_
  - d.    PAYMENT TERMS (e.g., 2%10, net 30, etc.) \_\_\_\_\_
  
4.    FIRM TELEPHONE NUMBER: (\_\_\_\_) \_\_\_\_\_  
      TOLL FREE NUMBER:       (\_\_\_\_) \_\_\_\_\_  
      FAX NUMBER               (\_\_\_\_) \_\_\_\_\_  
      CONTACT: \_\_\_\_\_  
      EMAIL: \_\_\_\_\_
  
5.    a.    FIRM'S FEDERAL IDENTIFICATION NUMBER: \_\_\_\_\_  
      b.    **SELF-EMPLOYED VENDORS ARE REQUIRED TO SUBMIT THE FEDERAL IRS W-9 FORM.**

I affirm, under penalty of perjury, that I am authorized to submit this information on behalf of (name of firm) \_\_\_\_\_ and that the information contained herein is true and correct to the best of my knowledge and belief.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_

**No employee of The city of Glenwood Springs shall realize, directly or indirectly, any significant personal material or monetary gain as a result of his/her association with the vendor or have a material financial interest in any contract or subcontract between the vendor and the City Of Glenwood Springs.**

To: City Of Glenwood Springs Business Associates, Contractors, Sub Contractors and Vendors

Re: Authorization for Facsimile and E-Mail Communications

On August 4, 2004, Colorado legislation went into effect that prohibits faxing unsolicited advertisements and communications without first obtaining written permission from the recipient. The purpose of this legislation is to prevent or reduce the receipt of electronic transmissions of unwanted solicitations and advertisements however, the law makes no concessions for existing or "established business relationships."

Strict compliance with this legislation could possibly hamper our ability to notify you of business opportunities that might be of interest to your company

**Completed authorization form must be returned with your bid.**

If you have questions or need additional information, contact; the Purchasing Agent named in this bid package.

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The undersigned as an officer or duly appointed representative of \_\_\_\_\_ (company name) authorizes both City Of Glenwood Springs, or a contractor, agent, vendor, or representative of legally recognized entity that may provide goods and services to City Of Glenwood Springs, to correspond with \_\_\_\_\_ (company name) by fax, e-mail, or any other commercially acceptable method. As authorized representative for \_\_\_\_\_ (company name), I understand and acknowledge that the receipt and return of this authorization to City Of Glenwood Springs or a third party is not a solicitation of an offer, nor does this create an implied or expressed promise, offer, recognizable interest, property right, entitlement, or obligation, at law or equity, that has the effect of a binding agreement or contract between City Of Glenwood Springs and \_\_\_\_\_ (company name), nor does any conduct, written or oral, by the authorized contractor, agent, vendor, or representative have the effect of creating a binding agreement or enforceable contract against City Of Glenwood Springs. By signing and submitting this document \_\_\_\_\_ (company name), agrees to forfeit any claims, or rights to any damages or compensation available under this Colorado law that relates to the receipt of electronic transmissions of solicitations and advertisements by fax, e-mail, or any electronically delivered correspondence. I agree that until \_\_\_\_\_ (company name), provides written notice by authorized representative revoking this waiver and release this authorization shall remain in full force and effect without further notice from City Of Glenwood Springs or third party that has a legitimate business interest with City Of Glenwood Springs.

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Authorized Representative's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **City of Glenwood Springs Addendum to Professional Services Agreement**

Work By Illegal Aliens Prohibited. Pursuant to Section 8-17.5-101, C.R.S., *et. seq.*, as amended, Contractor warrants, represents, acknowledges, agrees and certifies that:

1. Contractor does not knowingly employ or contract with an illegal alien who will perform work under this agreement. Contractor shall not knowingly enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

2. Contractor will participate in the electronic employment verification program created in Public Law 208, 104<sup>th</sup> Congress, as amended, and expanded in Public Law 156, 108<sup>th</sup> Congress, as amended, and jointly administered by the Department of Homeland Security and the Social Security Administration, or its successor program (hereinafter, "E-Verify Program") or will participate in the "Department Program" as established in §8-17.5-102(5)(c), C.R.S., as amended, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

3. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this agreement through participation in the E-Verify Program or the Department Program.

4. Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

5. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall be required to:

(a) notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(b) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

6. If Contractor participates in the Department Program, Contractor shall provide a notarized written affirmation to City that Contractor has, as required by the Department Program, examined the legal work status of employees hired to perform work under this Agreement and shall comply with all other requirements of the Department Program. (A sample contract affirmation may be obtained at: <http://www.coworkforce.com/lab/pcs/default.asp>)

7. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment ("Department") made in the course of an investigation that the Department is undertaking pursuant to its legal authority.

8. Nothing in this Addendum shall be construed as requiring Contractor to violate any terms of participation in the E-Verify Program.

9. If Contractor violates this Addendum, the City may terminate this Agreement for breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the City arising out of said violation.

CONTRACTOR

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

## SUBCONTRACTOR LISTING

The following information is submitted for each subcontractor that will be used in the work if the Bidder is awarded the Agreement. Additional numbered pages shall be attached to this page as required. Each page shall be headed "SUBCONTRACTOR LISTING" and signed. All specialty contractors noted and all work to be subcontracted over \$10,000 shall be listed.

Name and Address of Subcontractor

Portion of Work

1. _____ _____ _____	_____ _____ _____
2. _____ _____ _____	_____ _____ _____
3. _____ _____ _____	_____ _____ _____
4. _____ _____ _____	_____ _____ _____
5. _____ _____ _____	_____ _____ _____
6. _____ _____ _____	_____ _____ _____

\_\_\_\_\_  
Signature

**END OF SECTION**