



INVITATION FOR BID

On-Call Concrete Contract(s)

Issue Date: March 21, 2019

Bid Number: 19-012

Agent/Contact: Scott Murphy

Submissions Must Be Received by: April 16, 2019 2:00 pm Colorado Time

ADMINISTRATIVE INSTRUCTIONS

The City of Montrose is requesting formal bids through the Invitation for Bid process for on-call concrete construction services. The successful bidder(s) will be responsible for providing on-call concrete services on an as-needed basis at various locations throughout the City. There is no guaranteed minimum amount of services to be ordered and the contractor reserves the right to refuse any work offered.

A mandatory pre-bid meeting will be held on April 2, 2019 4:00 PM at Montrose City Hall, 433 S. 1st Street, Montrose, CO 81401. Bids will be publicly received and registered on April 16, 2019 at 2:00 PM in the same location. Late bids will not be accepted and it is the responsibility of the bidders to ensure that bids (including signed addenda, if applicable) arrive in the city's purchasing office by the date and time listed above.

Complete bid packets can be downloaded from the City web page at www.cityofmontrose.org under Department Services, Purchasing, and Open Bids. Addenda will be posted to the website and it is the bidder's responsibility to download, review, sign, and include addenda with their bid.

The City reserves the right to accept or reject any or all bids, to waive irregularities and/or informalities and to disregard all non-conforming, non-responsive, unbalanced or conditional bids. The City of Montrose complies with all Equal Opportunity requirements. All qualified bidders will receive consideration without regard to race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap or age. The project is also bid according to the City of Montrose local preference policy in effect on the date of the bid opening and detailed in the official Municipal Code of the City of Montrose, Section 1-16-4(B).

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to all Offers made to the City of Montrose (hereafter "City") by all prospective vendors (herein after referred to as "Bidder") regarding City Solicitations including, but not limited to, Invitations to Bid, Requests For Proposals, Requests for Quotes, and Requests For Qualifications (hereafter "Solicitation" or Bid Solicitation).

A. CONTENTS OF BID

1. Bidders shall thoroughly read the project requirements and specifications, and shall examine any drawings and documents which may be incorporated into the Bid documents. As Bid documents frequently change for each Solicitation, veteran Bidders shall not assume that this Solicitation contains the same terms and conditions that were supplied in prior Solicitations. The City is not obligated to identify either minimal or substantial modifications to Bid documents.
2. Bidders shall make all investigations necessary to thoroughly inform themselves regarding the plant and facilities affected by the delivery of services, materials and equipment as required by the Bid conditions. No plea of ignorance by the Bidder of conditions that exist, or may hereafter exist as a result of failure to fulfill the requirements of the contract documents, will be accepted as the basis for varying the requirements of the City or the compensation to the Bidder.
3. Bidders are advised that all City contracts are subject to all legal requirements contained in City Ordinances and State and Federal Statutes governing purchasing activities.
4. Bidders are required to state the exact intentions of their offer to the City via this Solicitation and must indicate any variances to the terms, conditions, and specifications of this Solicitation, no matter how slight. If variations are not stated in the Bidder's Offer, it shall be construed that the Bidder's Offer fully complies with all conditions identified in this Solicitation.

B. CLARIFICATION AND MODIFICATION OF BID SOLICITATION

1. Apparent silence or omissions within this Bid Solicitation regarding a detailed description of the materials and services to be provided shall be interpreted to mean that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used.
2. If any Bidder contemplating submitting a Proposal under this Solicitation is in doubt as to the true meaning of the specifications, the Bidder must submit a written e-mail request for clarification to the City's Agent/Contact. The Bidder submitting the request will be responsible for ensuring that the City receives the request at least seven (7) calendar days prior to the scheduled bid opening.
3. Any official interpretation of the Bid Solicitation must be issued in writing by the agent/contact of the City who is authorized to act on behalf of the City, or by the City's Legal Department. The

City shall not be responsible for other interpretations offered by employees of the City who are not authorized to act on behalf of the City for this project.

4. If necessary, the City may issue a written addendum to clarify or inform of substantial changes which impact the technical submission of Bids. Addenda will be posted to the website and it is the Bidder's responsibility to download addenda. The Bidder shall certify its receipt of the addendum by signing the addendum and returning it with its Bid. In the event of a conflict with the original Bid Solicitation documents, addenda shall supersede all other documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

C. PRICING, COLLUSION, AND TAXES

1. Current Prices. Bid Proposals must be fixed and firm unless stated otherwise in the Bid Solicitation.
2. Discounts. Discounts shall not be considered in determining the lowest net cost for Bid evaluation purposes. Payment terms shall be as set forth in any contract executed between the City and the Bidder. Payment by the City is deemed to be made on the date of the mailing of the check, or as otherwise set forth in any contract executed between the City and the Bidder.
3. Collusion. The Bidder, by affixing its signature to this Proposal, certifies that its Proposal is made without previous understanding, agreement, or connection either with any persons, or entities offering a Bid for the same items, or with the City. The Bidder also certifies that its Bid is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To ensure integrity of the City's public procurement process, all Bidders are hereby placed on notice that any and all Bidders who falsify the certifications required in conjunction with this section shall be prosecuted to the fullest extent of the law.
4. It shall be understood and agreed that Bid Offers submitted by persons and entities are done so independently of any other offers, and that Bidders will not knowingly participate in solicitations where there exists a conflict of interest with their entity and a member of City staff or their immediate family.
5. Taxes. Bidders will neither include Federal, State nor applicable Local excise or sales taxes in bid prices, as the City is exempt from payment of such taxes. The Colorado Department of Revenue, Certification of Exemption for Colorado State Sales/Use Tax account number for the City of Montrose is 98-01805-0000. An exemption certificate will be provided, where applicable, upon request.

D. PREPARATION AND SUBMISSION OF BID

1. The Proposal must be typed or legibly printed in ink. The use of erasable ink is not permitted. All corrections made by the Bidder must be initialed in ink by the Bidder or its lawful agent.

2. Bid Proposals must contain a manual signature of an authorized agent of the Bidder in the space provided on the Bid Proposal Form. If the Bidder or its lawful agent fails to sign the Bid Proposal Form, its Bid shall be considered non-responsive and ineligible for award.
3. Unit prices shall be provided by the Bidder on the Bid Proposal Form when required in conjunction with the prescribed method of award. The Bidder shall enter "No Bid" for each item where a unit price will not be offered. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.
4. The delivery and/or completion date(s) provided by the Bidder, if required, must be stated in calendar days, following receipt of order/contract or official notice to proceed.
5. All information and supplemental documentation required in conjunction with this Bid shall be furnished by the Bidder with its Bid Proposal. If the Bidder fails to supply any required information or documents, the city, in its sole discretion, may consider the Proposal non-responsive.
6. The accuracy of the Bid is the sole responsibility of the Bidder. No changes in the Proposal shall be allowed after the submission deadline, except when the Bidder can show clear and convincing evidence that an unintentional factual mistake was made, including the nature of the mistake and the price actually intended.
7. The Bid Proposal Form shall be enclosed in a sealed envelope and addressed to the City. The envelope shall clearly identify the Bid Number, Title and Due Date when submitted to the City. The Bidder shall also include its name and address on the outside of the envelope.
8. The City's Bid Proposal Form, which is attached to this Bid Solicitation, must be used when the Bidder is submitting its Bid Proposal. The Bidder shall not alter this form unless instructed to do so in writing by the City. Failure to use the City's Bid Proposal Form may result in the Bid being considered non-responsive.
9. Offers in response to formal Bid Solicitations will not be accepted by facsimile or electronic transmission. Only signed written offers will be considered responsive, and eligible for possible award. Bidders shall provide Proposal Forms, Statement of Work/Technical Offer Section, Special Conditions, Specifications and Pricing Form, and any other mandatory submittals with the bid.
10. Bidders who qualify their Proposals by including alternate contractual provisions should be aware that the City does not negotiate the terms of its contracts, and will ordinarily declare such Bid Proposals non-responsive. Once bids have been opened, the City shall not consider any subsequent submissions of alternate terms and conditions.
11. Bid Bonds (5% of total bid price) and performance and payment bonds (100% of total bid price) are required on construction projects over \$50,000.

12. Insurance certificates are required after a Notice of Award has been issued. Costs for additional coverage must be accounted for in the Bidder's proposal cost.
13. Bid Proposals received after the submission due date and time prescribed for the solicitation shall not be considered.

E. VENDOR APPLICATION AND RETENTION ON BIDDERS' LIST

The City does not maintain a bidder's list. Register to receive an automated email notification of new bids by visiting www.cityofmontrose.org - Department Services - Purchasing – Bid Notification.

F. MODIFICATION OR WITHDRAWAL OF LEGITIMATE OFFERS

1. Bidder offers may be modified in the form of an official written notice, and must be received prior to the due time and date set forth the Bid Solicitation. Each modification submitted must have the Bidder's name and return address and the applicable Solicitation Number and title clearly marked on the face of the envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by the City will be considered the valid modification.
2. Bids may be withdrawn prior to the due time and date set for the Solicitation, provided it is in the form of an official, authorized written request.
3. Proposals may not be modified or withdrawn after the due date and time set for the Bid opening for a period of ninety (90) calendar days. If a Bid Proposal is modified or withdrawn by the Bidder during this ninety (90) day period, the City may, at its option, place the Bidder on suspension and may not accept any further Bid Proposals from the Bidder for a period set by the City following the Bidder's modification or withdrawal of its Proposal. The City may reject an offer, in whole or in part, as set forth in the City of Montrose Municipal Code and the City's Procurement Manual.

G. EVALUATION OF OFFERS

1. Offers shall be evaluated based upon their responses to the questions and requests for information in this Bid Solicitation, and based upon whether and to what degree they comply with the instructions set forth herein. Thoroughness, accuracy, veracity, and professionalism in the responses shall be taken into account.
2. The City may, in its sole and absolute discretion:
 - a. Reject any and all, or parts of any or all, Bid Proposals submitted by prospective Bidders;
 - b. Re-advertise this Solicitation;
 - c. Postpone or cancel the Bid process for this Solicitation;
 - d. Waive any irregularities or technicalities in proposals received in conjunction with this Solicitation;
 - e. Determine the criteria and process whereby Proposals are evaluated and awarded.

3. A Proposal may not be accepted from, nor any contract be awarded to, any person or entity which is in arrears to the City upon any debt or Contract or which is in default as surety or otherwise upon any obligation to the City.
4. No Contract shall be awarded to any person or entity which has failed to perform faithfully any previous contract with the City, the State or Federal government for a minimum period of one (1) year after said previous Contract was terminated for cause.
5. A Proposal may not be accepted from, nor any Contract awarded to, any person or entity which has pending litigation against the City at the date and time of the Bid Opening.

H. AWARD OF CONTRACT

1. The City's Agent/Contact is authorized to handle initial contacts regarding any protest of the solicitation or award of a City contract, or any claim arising out of the performance of a City contract, with the City Manager's approval. Any actual or prospective Bidder or Contractor who has a grievance in connection with the solicitation or award of a contract shall first seek resolution of the matter with the City's Agent/Contact.
2. If the City Manager or City designee does not, within thirty (30) days after receiving a protest, or within such longer period as may be agreed upon by the parties, issue a written decision on the protest or make a determination that award of the contract is necessary, the protest shall be considered denied.
3. By law, the City reserves the right to accept or reject any or all proposed bids, or any combination of them, and to waive any informality or irregularity in the bid or in the bidding.
4. Successful Bidders shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to, and affected by, the Bid Proposal.
5. No Bidder shall be excluded from consideration for award in conjunction with this solicitation on the basis of race, color, creed, national origination, handicap or sex, or be subjected to discrimination under any contractual award administered by the City.

L. CONTRACTUAL OBLIGATIONS

1. In order to ensure the efficient utilization of tax dollars, successful Bidders shall comply with all contractual obligations contained in the Contract Documents, as set forth in the contract signed by the City and Bidder. A sample contract that Bidder will be expected to sign is supplied with these Bid Documents.

SPECIAL CONDITIONS

Company Name: _____

A. PRE-BID CONFERENCE IS MANDATORY

A mandatory pre-bid meeting will be held on April 2, 2019 4:00 PM at Montrose City Hall, 433 S. 1st Street, Montrose, CO 81401.

B. CONTACT PERSON

During the course of this request process, from issuance until a recommendation for award, Bidders shall not initiate contact related to this request with anyone other than the officially designated individual:

For this bid the contact is Scott Murphy at (970) 901-1792 or email: smurphy@ci.montrose.co.us

Failure to abide by this requirement may result in disqualification from further participation in this process.

C. QUESTION DEADLINE

All questions regarding this Request for Proposal shall be directed by email to Scott Murphy smurphy@ci.montrose.co.us. All inquiries shall clearly identify the name of the firm and the authorized representative, the RFP number and Title and a method or address to which the responses shall be made.

The deadline for receipt of questions from Bidders in regards to this RFP is April 10, 2019.

Responses will be prepared by the City in an addendum and published on the City of Montrose web site at: www.cityofmontrose.org under Department Services, Purchasing, Open bids, under this bid name. The responses in writing are the only official answers.

D. SUBMITTAL INSTRUCTIONS

The City desires to receive a clear, concise, economical presentation of the vendor's proposal. Bidders should submit the following with their bid:

1. One original of the signed bid packet/proposal forms
2. One original of the completed bid form
3. Copies of ACI Flatwork Technician Certifications or project resumes for supervisory personnel
4. One original of signed bid addenda, if applicable

Submit all of the above in a sealed envelope with the bid number and project name in the lower left hand corner of the envelope, with the bidder's name clearly written on the envelope. Failure to submit a proposal in the manner indicated may be cause for it to be considered 'non-responsive' and ineligible for consideration and subsequent award.

PROPOSAL FORM - PAGE 1

SUBMITTED BY:

Company Name: _____

Address: _____ City: _____

State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

CERTIFICATION: (if a Submission is Offered):

The undersigned hereby affirms that:

- He/she is a duly authorized agent of the Bidder,
- He/she has read the General Terms and Conditions, the Special Conditions and any technical specifications that were made available to the Bidder in conjunction with this Bid and fully understands and accepts these terms unless specific variations have been expressly listed on the Bid Proposal Form;
- The Submission is being offered independently of any other Bidder and in full compliance with the collusive prohibitions specified in the General Terms and Conditions of this solicitation; and
- The Bidder will accept any awards made to them as a result of this Solicitation for a minimum of ninety (90) calendar days following the date and time of the bid opening.

By: _____

Manual Signature of Agent

Date

Typed/Printed Name of Agent

Title of Agent

Include Original with Submission

Affix Manual signature of authorized agent.

NO OFFER:

Indicate reason(s) why no offer is being submitted at this time.

PROPOSAL FORM - PAGE 2

PROMPT PAYMENT TERMS:

Discount: _____ % _____ Days

Net: _____ Days

VARIATIONS:

The Bidder shall identify all variations and exceptions taken to the General Terms and Conditions, the Special Conditions and any Technical Specifications in the space provided below; provided, however, that such variations are not expressly prohibited in the Bid documents. For each variation listed, reference the applicable section of the bid document. If no variations are listed here, it is understood that the Bidder's Proposal fully complies with all terms and conditions. It is further understood that such variations may be cause for determining that the Bid Proposal is non- responsive and ineligible for award:

Page #: _____ Item # of Section: _____

Variance

Page #: _____ Item # of Section: _____

Variance

Page #: _____ Item # of Section: _____

Variance

STATEMENT OF WORK

1.01 SCOPE OF WORK

The project consists of furnishing all labor, equipment, and materials necessary to perform concrete construction and associated items outlined on the bid form and in accordance with the City of Montrose Standards and Specifications. The successful bidder(s) will be responsible for providing on-call concrete construction services on an as-needed basis at various locations throughout the City. There is no guaranteed minimum amount of services to be ordered. On-call contracts may be used for projects ranging in size from small maintenance and repair projects to larger ADA and capital improvement projects. The Contractor reserves the right to turn down work for any reason, including for small-quantity jobs or due to prior commitments.

1.02 SPECIFICATIONS

All work shall be constructed in accordance with the City of Montrose Standard Specifications for the Design and Construction of Public Improvements (City Standards and Specifications) and the provisions provided herein. City standards and specifications are available online at cityofmontrose.org under department services→public works→engineering with excerpts relating to streets and concrete included online with the bid documents.

1.03 SCHEDULE

All on-call work shall be completed according to a schedule mutually agreed upon by the City and Contractor for each individual project.

1.04 TRAFFIC CONTROL AND PEDESTRIAN PROTECTION

Traffic control and barricades for all on-call projects shall be provided by the City. It is the contractor's responsibility to effectively barricade and secure the work area in order to preclude pedestrian access and protect pedestrians from work-site hazards as appropriate.

1.05 STORMWATER & EROSION CONTROL

The City will provide stormwater and erosion control measures as necessary for on-call projects (such as inlet protection). It is the contractor's responsibility to protect and maintain erosion control measures and take appropriate measures to prevent track-out from the project area onto City streets. Any track-out from an on-call project resulting from contractor activities shall be cleaned up by the Contractor at no cost to the City.

1.06 COORDINATION WITH PRIVATE OWNERS AND AUTHORITIES

Contractor shall notify property owners, utilities, and affected governmental agencies forty-eight (48) hours in advance when execution of work may affect them. Contractor shall coordinate all operations with adjoining property owners to provide satisfactory access at all times during construction.

Contractor is required to coordinate with all utility providers to allow for efficient completion of the work and shall maintain water, sewer, and other utility service throughout the construction unless authorized to temporarily suspend service by the utility owner. The Contractor shall not damage existing fire hydrants, street lights, traffic signals, power poles, telephone poles, fire alarm boxes, wire cables, pole guys, underground utilities or other appurtenances in the vicinity of the site. Contractor is required to coordinate with property owners to determine location of existing sprinkler lines. Contractor is responsible for maintaining and/or relocating any sprinklers lines and landscape materials that are in conflict with the improvements. The cost of this work is considered incidental to the project unless more than two sprinkler heads or sprinkler mainlines must be relocated in which case costs for this work will be negotiated on a case-by-case basis. A price for this out-of-scope work must be agreed upon prior to performing the work.

1.07 WORK HOURS

The Contractor shall restrict hours of work to between 7:00am and 6:00pm, Monday through Friday. Any work outside of these hours will be allowed only upon approval by the City.

1.08 FINAL CLEAN-UP

Before acceptance of the project, the Contractor shall repair, replace, or clean all streets and other areas affected by construction, and remove all loose surface materials. All piles of excess excavation, rocks, rubbish, or other debris throughout the site shall be cleaned up and disposed of. This clean-up shall include sweeping of pavements prior to opening for traffic. Damage to any areas caused by the Contractor will be repaired or replaced by the Contractor at no expense to the City. This includes damage to utilities, pavements, sidewalks, structures, etc. Incidental landscaping repair, backfill around concrete, and sprinkler repair (see Section 1.06) associated with concrete construction shall also be completed before acceptance and payment. These items shall be included in the work and will not be paid for separately.

1.09 MATERIALS

All materials shall meet the requirements set forth in the City of Montrose Standards and Specifications. All concrete shall be CDOT Class B or D concrete using a CDOT-approved mix design with the addition of 1.5 pounds of fibrous reinforcement per cubic yard. A list of CDOT-approved mix designs is available online at http://www.coloradodot.info/content/apl/Pre-Approved_Concrete_Mix_Designs.pdf

1.10 BASIS OF AWARD

It is anticipated that on-call concrete contracts will be awarded to multiple contractors as part of this RFP. Individual projects will be awarded by calculating project quantities and offering the work to the lowest-cost contractor based on rates established on the bid form. If the lowest-cost contractor is unavailable or does not wish to perform the work, the work will be offered to the next lowest-cost contractor until a contractor accepts the work. One exception to this is for schedule-sensitive projects

in which case the work may be offered to all contractors and awarded to the one who can complete the work in the shortest amount of time.

1.11 CONTRACT TERM

The on-call contract awarded will be effective for a period of one year with the option to extend the contract in one year increments for up to four additional years. Since work is awarded to the lowest-cost, available provider, unit rates may be increased by the contractor at their discretion with each extension.

1.12 ACI CERTIFICATION AND PERSONNEL RESUMES

The City's engineering specifications require that all concrete work be performed under the direct supervision of an individual with a current ACI Concrete Flatwork Technician certification. The ACI certifications are preferred; however, the City would also allow work to be done under supervisory personnel with at least two years of successful concrete-finishing experience. Please include copies of ACI certifications or resumes for supervisory personnel with the bid submission documenting this certification or experience.

END OF SECTION

Additional Provisions

PART 1 - MEASUREMENT AND PAYMENT

1.01 DESCRIPTION OF WORK

- A. The Contractor shall make all measurements, and determine all quantities and amounts of work done under the Contract and in accordance with the bid form. At the time measurements are made for quantity determinations, the City's Project Manager shall be present to verify such measurements.

- B. No measurement and payment will be made for:
 - 1. Work performed or materials placed outside of lines indicated in the plans or outside the scope of Work as established by the City, the plans, and the bid documents.
 - 2. Materials wasted, used, or disposed of in a manner not called for under the Contract.
 - 3. Rejected materials (including material rejected after it has been placed, if the rejection is due to the Contractor's failure to comply with the provisions of the Contract.
 - 4. Hauling and disposing of rejected materials (as referenced in 3 above).
 - 5. Materials on hand after completion of the Work.
 - 6. Materials, labor, appurtenances, and other items incidental to the work and required to complete the work and render it operational.
 - 7. Incidental repair of disturbed landscaping, backfill around concrete, and sprinkler repair (see Section 1.06 in Statement of Work) associated with concrete construction.
 - 8. Any other work or material when payment is contrary to any provision of the Contract.
 - 9. Any work not included on the Bid Form unless approved through the change order process.

1.02 ESTIMATED QUANTITIES

There is no guaranteed minimum amount of services to be ordered in association with this contract. On-call contracts may be used for projects ranging in size from small maintenance and repair projects to larger ADA and capital improvement projects. The Contractor reserves the right to turn down work for any reason, including for small-quantity jobs or due to prior commitments.

1.03 SCOPE OF PAYMENT

Payment shall be for work actually completed and accepted by the City.

1.04 PAYMENT FOR UNIT ITEMS

Payments for unit price items will be paid in accordance with the bid form and specifications. All aggregates paid by the ton on the bid form will be paid based on signed weigh tickets provided by the supplier. Payment will not be made for aggregates without supporting weigh tickets. Payment shall be

full compensation for all labor, equipment and materials incidental to the construction of the various types of work.

1.05 PAY ITEMS

All required materials, labor, equipment, administrative costs, submittals (where applicable), temporary controls, temporary buildings, site maintenance, clean-up and incidental items necessary to complete the work and render it operational shall be included within the pay items included on the bid form. All items involving removal shall include costs for storage, hauling, and disposal of items within the project limits. Contractor shall dispose of all removed materials in compliance with all applicable regulations at an off-site facility to be secured by the Contractor. Payment will not be made for any items not included on the bid form unless approved in writing by the City through the change order process.

PART 2 – QUALITY CONTROL TESTING

2.01 QUALITY CONTROL TESTING

All Quality Control testing will be paid for by the City of Montrose in accordance with City Specifications. However, the Contractor is responsible for ordering and scheduling this testing after obtaining approval for the testing from the City.

Contractor shall not use any materials or equipment represented by samples until testing, if required, has been completed and the materials or equipment are found to be acceptable. Any product which becomes unfit for use after approval shall not be incorporated into the Work.

Contractor shall be responsible for all retesting for Work or materials found defective or unsatisfactory.

Tests shall be made by an independent, accredited testing laboratory under contract with the City. Unless noted otherwise, sampling and testing of all materials and the laboratory methods and testing equipment shall be in accordance with the latest standards and methods of the American Society for Testing Materials (ASTM).

PART 3 – INSURANCE AND BONDING REQUIREMENTS

3.01 INSURANCE REQUIREMENTS

Insurance requirements are outlined in the attached sample contract. Contractor will be responsible for submitting proof of insurance prior to performing work under this contract.

3.02 BONDING REQUIREMENTS

Payment and performance bonds will not be required for on-call concrete work.