

City of Montrose
Purchasing Division
433 South First Street
PO Box 790
Montrose, CO 81402



INVITATION FOR BID

Hawk Parkway Sidewalk Extension

Issue Date: August 22, 2021

Bid Number: 21-025

Agent/Contact: Scott Murphy

Submissions Must Be Received by: September 9, 2021 at 2:00 pm Colorado Time

ADMINISTRATIVE INSTRUCTIONS

The City of Montrose is requesting formal bids through the Invitation for Bid process to construct the Hawk Parkway Sidewalk Extension Project. Bids shall be submitted electronically to bids@cityofmontrose.org and will be publicly received on September 9, 2021 2:00 PM through video conference at <https://tinyurl.com/hawkbidopen>. Late bids will not be accepted and it is the responsibility of the bidders to ensure that bids (including signed addenda) arrive by 2:00 PM on the date 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 OF 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.

I. 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

A. PRE-BID CONFERENCE IS NOT PROVIDED

Given the relatively straightforward nature of this project, a pre-bid conference is not being provided.

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@cityofmontrose.org

C. QUESTION DEADLINE

All questions regarding this Request for Proposal shall be directed to the individual listed above. All inquiries shall clearly identify the name of the firm and the authorized representative, the RFP number and title.

The deadline for receipt of questions from Bidders in regards to this RFP is 12:00 noon on September 7, 2021.

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 by electronic mail to bids@cityofmontrose.org by 2:00 PM on September 9, 2021. Please include the bid number and title in the subject of the email, contractor name and address in the body of the email, and include the following attachments:

1. PDF of the signed bid packet
2. PDF of the completed bid form
3. Excel file of the completed bid form
4. PDF of the project schedule
5. PDF of signed bid addenda
6. PDF scan of the original bid bond. Note: the contractor recommended for award shall mail in the matching original of the bid bond upon request by the City.

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.

Bids will be publically opened by video conference at <https://tinyurl.com/hawkbidopen> Please join using this link as results will be screen shared as they are opened. A call in number will also be provided when you join using this link should your computer not have audio capabilities.

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.

PROPOSAL FORM - PAGE 2

Company Name: _____

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

Page #: _____ Item # of Section: _____

Variance

STATEMENT OF WORK

PART 1 - GENERAL ITEMS

1.1 SCOPE OF WORK

The project consists of furnishing all labor, equipment, and materials necessary to complete construction of the Hawk Parkway Sidewalk Extension Project in accordance with the project plans and specifications. This includes, but is not limited to, the following key tasks:

- A. Obtain a special use permit from the Colorado Department of Transportation (including preparation of traffic control plans).
- B. Perform removals to clear the site for construction including, but not limited to, asphalt pavement, curb and gutter, sidewalks, fences, unclassified excavation, sod, landscaping improvements, and misc. obstructions.
- C. Construct new concrete curb and gutter, sidewalk, and curb ramps (incl. imported embankment and base course material).
- D. Install a new drainage culvert.
- E. Patch asphalt alongside new curb construction.
- F. Install a drainage swale, cobble rock, weed barrier fabric, and shoulder areas between the roadway and new sidewalk.
- G. Implement stormwater management, traffic control (incl. traffic control plan), site security, site restoration, sprinkler resets, and quality control testing as required to complete the work.

1.2 PROJECT SCHEDULE

The Contractor shall identify key project tasks, prepare a proposed project schedule, and submit this schedule with the bid. The schedule shall show continuous progression of work without any breaks in the schedule unless approved otherwise by the City. The project schedule is subject to the following conditions:

- Anticipated Notice of Award: October 5, 2021
- Notice to Proceed: Several days following contract execution by contractor
- Substantial Completion less Asphalt Patching: See Note 1
- Final Completion including Asphalt Patching: See Note 1

Notes:

1. The City of Montrose desires that this project be completed in 2021; however, it is our understanding that concrete contractors are currently in short supply. As a result, this project is being bid with an open completion date to be specified by the contractor. Please note on the project bid form your anticipated completion dates for the project.

1.3 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.

1.4 FIELD CHANGES AND USE OF CONTINGENCY

As shown on the project bid form, this project includes a 10% owner's contingency. This contingency may be used for out-of-scope work items or additional quantity of established pay items through a written field change from the owner. For out-of-scope work items where there is no established pay item, work will be performed on a time-and-materials basis according to the following equipment and labor rates. Equipment and labor hourly totals for out-of-scope work shall be presented to the Owner on a daily basis for written approval.

Labor

- Project Manager or Superintendent: \$90/hour
- Project Foreman: \$70/hour
- Office Support Staff/Clerical: \$35/hour
- Equipment Operator: \$60/hour
- Truck Driver: \$40/hour
- Laborer: \$35/hour
- Flagger: \$25/hour

Equipment

All equipment already mobilized for the project shall be paid by the hourly rate established using an established "blue-book" standard. This hourly rate shall be the fully-burdened rate for the Montrose area including its rental or ownership cost, fuel, and maintenance. Rates for equipment to be mobilized specifically for a given out-of-scope task will be negotiated on a case-by-case basis.

All small equipment such as hand tools, safety equipment, pickup trucks, etc. shall be considered incidental to the work and will not be paid for separately.

Materials

All materials used for out-of-scope work may be marked up 5% per the attached sample contract.

1.5 PROJECT FUNDING AND CONTRACTING

This project is being funded through the City's general fund. No grant dollars are being utilized for this project. Contracting will be with the City of Montrose.

1.6 INSURANCE REQUIREMENTS

Insurance requirements for this project are outlined in a sample contract included with the bid documents and in CDOT's special use permit documentation.

1.7 BONDING REQUIREMENTS

A payment and performance bond will be required for this project as outlined in the attached sample contract. A line is included on the bid form for this bonding. Payment and performance bonds may be paid following notice to proceed based on supporting documentation for costs provided by the contractor.

1.8 CONTRACTOR SELECTION

The construction contract will be awarded to the best-value contractor taking into account project schedule and price. Contractors will be evaluated by the City of Montrose engineering department by assigning a score between 0 and 4 for each of the weighted criteria listed below:

- Price (60%)
- Schedule (40%) (Preference given to those completing in 2021)

Misrepresentation of the contractor's ability to perform, availability, team to be assigned to the project, or approach to the work shall be basis for a bidder to be considered non-responsive and/or for termination of the contract.

1.9 CDOT SPECIAL USE PERMIT

Construction of this project will require a special use permit from CDOT. The selected contractor shall apply for and obtain a special use permit for the project. At a minimum, this will require the submission of MHT's for traffic control and insurance certificates for the contractor meeting CDOT requirements. Turnaround time for CDOT's review of the special use permit is expected to be less than 15 calendar days. Once special use permits are obtained, work may begin within CDOT rights of way.

END OF SECTION

PART 2 - MEASUREMENT AND PAYMENT

2.1 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. From these quantity figures, it will be the Contractor's responsibility to prepare a monthly periodical estimate of the Work accomplished to date. This estimate shall be submitted to the City's Project Manager on a monthly basis. The form of such monthly estimates must be approved by the City prior to use.
- 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. Any other work or material when payment is contrary to any provision of the Contract.
 8. Any work not included on the Bid Form unless approved through the change order process.

2.2 ESTIMATED QUANTITIES

The estimated quantities shown in the Bid Form and project plans are estimates only, being given only as the basis for the comparison of bids, and the City does not warrant, expressly or by implication, that the actual amount of work will correspond with these estimates. The City reserves the right to increase or decrease the amount of any class or portion of the work or to make changes in the work required. The basis of payment will be the actual unit bid items of work performed and measured in accordance with the Contract and bid form.

2.3 SCOPE OF PAYMENT

Payment shall be for work actually completed and accepted by the City. Payments for lump sum items will be made based on the percentage complete as defined in the project specifications.

2.4 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 (unless noted otherwise) incidental to the construction of the various types of work.

2.5 RETAINAGE

The City will retain 5% of invoiced amounts until final completion of the project and verification that all subcontractors have been paid. The City will advertise a request for any subcontractor claims for two weeks following substantial completion. If claims arise, the retainage will not be released until the claims are settled; if no claims arise during the two-week advertisement, retainage will be released for payment.

2.6 PAY ITEMS

Unless specifically noted otherwise, 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 that cannot be reused (trash, pipe, etc) 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.