



Invitation for Bids City of Fountain 2015 Miscellaneous Concrete Projects

The City of Fountain is seeking the services of a concrete contractor to perform the following types of concrete work: curbs & gutter, sidewalk, cross-pan/spandrel, pedestrian ramp and driveway approach construction on an as needed basis. Some of the work may be required on short notice, commencing within three (3) to five (5) days from notification to contractor and should be completed within five (5) to ten (10) days thereafter, weather conditions permitting. The number of days to complete large projects will be negotiated. The City and the successful bidder will enter into a “Contract to Perform.”

Bidder must state respective unit price for each bid item listed on this Invitation for Bids. Bid must be for **Labor and Installation Equipment only**. The contractor shall furnish labor and equipment required for concrete forming, placement, compaction/tamping, installation, finishing, curing and protection. The City will remove existing concrete and/or base material and will supply new base material to each job site. The City will be responsible for reimbursing the Contractor for the cost of concrete, expansion material, rebar and wire mesh reinforcement. The City will supply cones, barricades and traffic control, as needed. The contractor will be responsible for spreading and compacting fill material. Concrete work shall generally meet Colorado Springs Standard Specification Manual Section 500 (**Exhibit B**). Concrete mix design will generally be a minimum of 4000 P.S.I. except for Vertical Curbs, Cross-Pans, Spandrels and ADA Ramps that will utilize minimum of 5000 P.S.I. higher strength concrete material.

All site setups will be inspected by City of Fountain personnel prior to any placement of concrete material.

Special projects not covered in the Contract to Perform between the successful bidder and the City of Fountain will require City approval of a cost estimate prior to commencing work (i.e. retaining walls, storm drain inlets, sidewalk channel drains, landscape curbing, etc.).

The successful bidder will be required to furnish proof of worker’s compensation and public liability insurance (**Exhibit A**). The successful bidder must also obtain a City of Fountain business license. The successful bidder must be prepared to start work following a “Notice to Proceed” weather permitting.

Labeled and Sealed bids for the 2015 Miscellaneous Concrete Projects will be received at the offices of the City of Fountain, City Hall Clerks Office, 116 South Main Street, Fountain, CO 80817 **until 2 P.M. on March 25, 2015**, at which time they will be publicly opened and read aloud. Please contact Bill Hughes, Street Superintendent, for any questions, 719-322-2070.

Each bid must be submitted in a sealed opaque envelope addressed to the City of Fountain, City Clerk Office, 116 S. Main Street, Fountain, CO 80817, and plainly marked on the outside as a bid for the project identified above. The envelope shall also bear the name and address of the bidder.

Any contractor that has not performed concrete construction work for the City of Fountain during the last 8-years will be required to submit work related references. Said reference contact information should be submitted with your bid.

All interested contractors are invited to submit a bid in accordance with the terms and condition stated in this "Invitation for Bid." Any proposals received after the time and date stated above will be returned unopened.

The City of Fountain reserves the right to reject any and all bids, waive irregularities and accept the bid which in its opinion best serves the needs and purpose of the City of Fountain.

The City of Fountain expressly reserves the rights to extend the awarded contract for up to three one-year periods if mutually agreeable by both the Contractor and the City.

Attached to this Invitation for Bids for reference is a copy of the applicable typical construction standard details (**Exhibit C**) for the specified bid schedule items along with the Colorado Springs Standard Specification Manual Section 500 for Concrete Work (**Exhibit B**).

2015 MISCELLANEOUS CONCRETE PROJECTS
BID SCHEDULE

<u>BID ITEM DESCRIPTION</u>	<u>UNIT</u>	<u>Labor & Equipment</u> <u>UNIT PRICE</u>
Curb, Gutter, Sidewalk & Median Paving		
Vertical Curbs - No Gutter APWA Std. 120-1 Type A1- 6" to 12"	L.F.	_____
Vertical Curbs & Gutter (CS Std. D-6 Type 1)	L.F.	_____
Median Curb & Gutter (CS Std. D-6 Type 3)	L.F.	_____
Ramped Curbs & Gutter (CS Std. D-6 Type 5)	L.F.	_____
Sidewalks 4' to 5' W x 5 ½" T	S.F.	_____
Pattern Concrete Median Paving Colorado Springs Std. Detail D-24	S.F.	_____
Pedestrian ADA Curb Ramps		
Colorado Springs Std. Detail D-8A/B	Each	_____
Colorado Springs Std. Detail D-8H	Each	_____
Colorado Springs Std. Detail D-8I	Each	_____
Colorado Springs Std. Detail D-8J	Each	_____
Colorado Springs Std. Detail D-8K	Each	_____
CDOT STD. M-608-1 Type 1A	Each	_____
CDOT STD. M-608-1 Type 2A	Each	_____
Contractor shall be responsible for installing ramp truncated dome Pavestone ADA Paver Bricks and/or Metal Dome Stainless Steel Panels which the City will provide/furnish to the Contractor.		
Cross-Gutter Pans/Spandrel		
Colorado Springs standard D-7	S.F.	_____
Driveway Approaches		
Colorado Springs Std. Detail D-16A	S.F.	_____
Colorado Springs Std. Detail D-16B	S.F.	_____
CDOT STD. M-609-1 Type 2	S.F.	_____

**2015 MISCELLANEOUS CONCRETE
 BID FORM
 SIGNATURE PAGE**

By signing in this space, the contractor hereby certifies that this company is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from bidding/proposing on any federal, state, county or municipal Invitations for Bids or Requests for Proposals.

 Signature

 Date

 Title

THE CONTRACTOR hereby Certifies that at the time of this certification, the Contractor does not knowingly employ or contract with an illegal alien and that the contractor has participated or attempted to participate in the basic pilot program in order to verify that the Contractor does not employ any illegal aliens. "Basic pilot program" means the basic pilot employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, that is administered by the United States department of homeland security.

If awarded the contract, the undersigned hereby agrees to sign said Contract, secure a valid City Business License and furnish the necessary insurance/bonds and within ten (10) days of receipt of the "Notice of Award", of said contract, and to begin work as specified in the Invitation for Bids.

The undersigned acknowledges and understands the terms, conditions, Specifications and all Requirements contained and/or referenced and are legally authorized by the bidder to make the above bid statements or representations.

 (Name of Company)

 (Signature)

 (Date)

 (Address)

 (City, State and Zip)

 (Telephone Number)

 (Name typed/Printed)

 (Title)

 (Facsimile Number)

FEDERAL TAX ID # _____

This Company Is: Corporation ___ **Individual** ___ **Partnership** ___ **LLC** ___

Exhibit A

City of Fountain Contractor Insurance/Indemnity Requirements

SECTION 106

INSURANCE AND INDEMNITY

106.01 CONTRACTOR'S INSURANCE

The Contractor shall secure and maintain during the life of this contract such insurance policies as will protect Contractor and Contractor's Subcontractors, the City, and each of their officers, agents and employees from claims for bodily injuries, death, or property damage, which may arise from operations under this contract whether such operations be by the Contractor or by any Subcontractor or anyone employed by them directly or indirectly. The Contractor shall not commence work under this contract until Contractor has obtained all insurance required and such insurance has been approved by the City of Fountain. Also, the Contractor shall not allow any Subcontractor to commence work on any subcontract until all similar insurance required of the Subcontractors has been obtained. The following insurance policies are required:

Worker's Compensation Insurance

Contractor shall take out and maintain during the period of this contract, Colorado Worker's Compensation Insurance for the Contractor and all employees of the Contractor. If any service is sublet by the Contractor, the Contractor shall require the subcontractor to provide the same coverage for the subcontractor and the subcontractor's employees. Worker's Compensation Insurance shall include occupational disease provisions covering any obligations of the Contractor in accordance with the provisions of the Worker's Compensation Act of Colorado.

Employer's Liability

The Contractor shall take out and maintain during the life of this contract, Employer's Liability Insurance with a limit of \$100,000 in an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract and the Contractor shall require each of his Subcontractors similarly to maintain Employer's Liability Insurance on his employees.

Public Liability

The Contractor shall maintain during the life of this contract such Public Liability Insurance as shall protect the Contractor against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage, which may arise from operations under this contract whether such operations be by the Contractor or by any Subcontractor or anyone directly or indirectly employed by either of them.

The Public Liability Insurance required by the preceding sub- paragraph shall include the following extensions of coverage:

1. The coverage shall be provided under a Comprehensive General Liability form of policy or similar thereto.

2. X.C.U. Coverage - If the contract requires any work procedures involving blasting, excavating, tunneling, or other underground work, the City may require Standard Blasting or Explosion Coverage, Standard Collapse Coverage and Standard Underground Coverage, commonly referred to as XCU property damage liability coverage. If this coverage is required, it will be specified in the contract and the limits shall be specified in the Special Provisions.
3. The property damage coverage shall include a Broad Form Property Damage Endorsement.
4. Contractual Liability coverage shall be included.
5. Protective Liability coverage shall be included to protect the Contractor against claims arising out of operations performed by Contractor's Subcontractors.
6. Products Liability and/or Completed Operation coverage shall be included.

Automobile Liability

The Contractor shall take out and maintain during the life of the contract such comprehensive Automobile Liability Insurance as shall protect the Contractor against claims for damages resulting from (1) bodily injury, including wrongful death, and (2) property damage, which may arise from the operations of any owned, hired or non-owned automobiles used by or for the Contractor in any capacity in connection with the carrying out of this contract.

- A. Other forms of insurance shall also be provided if specified in the Special Provisions.
- B. The minimum acceptable policy limits for each project shall be as set forth below or as specified in the Special Provisions. The required insurance coverage shall in no way lessen or limit the liability of the Contractor under the terms of the contract. The Contractor shall procure and maintain at Contractor's own cost and expense, any additional kinds and amounts of insurance that in Contractor's own judgment, may be necessary for his proper protection in the prosecution of the work.

STATUTORY WORKMEN’S COMPENSATION

INSURANCE COVERAGE	MINIMUM LIMITS
Employer’s Liability	
each person	\$ 100,000

COMPREHENSIVE GENERAL LIABILITY

<u>Insurance Coverage</u>	<u>Minimum Limits</u>
Bodily Injury:	
each occurrence	\$ 500,000
aggregate	\$1,000,000
Property Damage:	
each occurrence	\$ 500,000
aggregate	\$ 500,000

Comprehensive Automobile Liability

Bodily Injury:	
each person	\$ 500,000
each accident	\$ 500,000
Property Damage:	
each accident	\$ 500,000

- C. The Contractor and all Subcontractors shall include the City of Fountain and the City’s officers, agents and employees as “additional insured parties” on each policy for each project, except for Worker’s Compensation Coverage.
- D. The Contractor shall furnish the Project Engineer with applicable Insurance Policies or Certificates of Insurance with required insurance coverage. They shall contain a provision that thirty (30) days written notice shall be given to the City prior to cancellation or revisions to any of the insurance. These Policies or Certificates of Insurance will be subject to City approval prior to execution of the contract.

106.02 INDEMNIFICATION

Contractor agrees that the Contractor shall indemnify, defend and hold harmless the City, its officers, employees and agents, from and against any and all loss, damage, injuries, claims, costs, including attorney’s fees, cause or causes of action, or any liability whatsoever resulting from, or arising out of, or in connection with the Contractor’s obligations or actions under this contract, or from any act or obligation of any subcontractor, laborer, material-man or agent of the Contractor.

This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable for or by the Contractor or any subcontractor, manufacturer or supplier under Workmen's Compensation Act, disability benefit acts or other employee benefit acts.

106.03 THIRD PARTY LIABILITY

It is specifically agreed between the parties executing this contract that this contract is not intended by any of the provisions to create in the public or any member thereof any third party beneficiary rights whatsoever, or to authorize anyone not a party to this contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this contract.

106.04 RISK INSURANCE

Unless otherwise set forth in the Contract Documents, the City shall not maintain risk insurance on the project for Contractor work.

Exhibit B

Colorado Springs Standard Specification Manual Section 500

Exhibit C

Typical Standard Bid Item Construction Details