



## **CITY OF BRUSH!**

### **INVITATION TO BID**

#### **2017 PARKING LOT PAVEMENT AT THE COURSE**

The City of Brush will accept sealed bids until, Friday, July 21, 2017, at 10 a.m. Bids will be publicly opened and read aloud at the Brush Municipal Complex, 600 Edison, P O Box 363, Brush, Colorado 80723. Late submittals will not be accepted and the City reserves the right to reject any and all bids. **A mandatory Contractor pre-bid meeting is scheduled for Wednesday July 12, 2017, at 8 a.m. at The Course at Petteys Park, 2301 West Mill Street, Brush, CO 80723**

Bid packets are available on the following website:

<https://westerneci.sharefile.com/d-s62a94dbc2c74c2e9>

Contact person: Dwight Andersen cell: (970) 768-4327.

Published: June 28, 2017



## INFORMATION FOR BIDDERS

Bids will be received by the City of Brush (herein called the "Contracting Agency"), at the Brush Municipal Building until July 21, 2017, at 10 a.m. at said time be publicly opened and read aloud.

Each bid must be submitted in a sealed envelope, addressed to the City of Brush, 2017 **Parking Lot Pavement at the Course**, 600 Edison, P.O. Box 363, Brush, Colorado, 80723. Each sealed envelope should bear on the outside the name of the Bidder, his address, and the name of the Project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope, addressed to the City of Brush.

All bids must be made on the required Bid Form. All blank spaces for bid prices must be filled in, in ink or typewritten, and the Bid form must be fully completed and executed when submitted. Only one copy of the Bid Form is required.

Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 30 days after the actual date of the opening thereof. Should there be reasons why the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Contracting Agency and the Bidder.

Bidders must satisfy themselves of the accuracy of the estimated quantities in the Bid Schedule by examination of the site and review of the plans and specifications. After bids have been submitted, the bidder shall not assert that there was misunderstanding concerning the quantities of work or of the nature of the work to be done.

The Contracting Agency shall provide to bidders prior to bidding, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The Contract Documents and any addendums issued contain the provisions required for the construction of the project. Information otherwise obtained from an officer, agent or employee of the Contracting Agency or any other person

shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the Contract.

A Performance and Payment Bond in the amount of 100% of the Contract Price, with a corporate surety approved by the Contracting Agency, will be required for the faithful performance of the contract. The Performance and Payment Bond applies only when the Bid exceeds \$30,000. The prime contractor is responsible for verification of worker's compensation insurance regardless of the bid price.

Attorneys-in-fact who sign Performance Bonds must file with each bond a certified and effective date copy of their Power of Attorney.

The party to whom the contract is awarded will be required to execute the Agreement within fifteen (15) calendar days from the date when Notice of Award is delivered to the bidder. The Notice of Award shall be accompanied by the necessary Agreement and bond forms. In case the bidder fails to execute the Agreement, the Contracting Agency reserves the right to exercise its option to consider the bidder in default.

Within fifteen (15) calendar days of receipt of acceptable Performance and Payment Bond and Agreement signed by the party to whom the Agreement was awarded, the Contracting Agency shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the Contracting Agency not execute the Agreement within such period, the bidder may by written notice withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Contracting Agency .

Notice to Proceed shall be issued within ten (10) calendar days of the execution of the Agreement by the Contracting Agency. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Contracting Agency and the Contractor. If the Notice to Proceed has not been issued within the ten (10) calendar day period or within the period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the part of either party.

The Contracting Agency may make such investigation as deemed necessary to determine the ability of the bidder to perform the work. The bidder shall furnish to the Contracting Agency all such information and data for this purpose as the Contracting Agency may request. The Contracting Agency reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Contracting Agency that such bidder is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein.

The Contracting Agency reserves the right to reject any or all bids and to waive informalities when such action is deemed to be in the best interests of the Contracting Agency. A conditional or qualified bid may be cause for rejection.

All applicable laws, ordinances, and the rules of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.

Each bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any bidder to do any of the foregoing shall in no way relieve any bidder from any obligation in respect to his bid. Extra payments or increases to the bid price for conditions which can be determined by examining the site and site conditions will not be approved.

Bidder shall supply the names and addresses of major material suppliers and subcontractors when requested to do so by the Contracting Agency.



## **2017 PARKING LOT PAVEMENT AT THE COURSE**

### **SCOPE OF PROJECT**

The City of Brush! is requesting a bid to perform the following work: Construct Parking Lot at The Course at Petteys Park. This is located at 2301 West Mill Street, Brush, Colorado 80723.

**There will be a mandatory “PRE BID” meeting on Wednesday, July 12, 2017, at 8:00 a.m. on site. This meeting will be to clarify the project. Contractors must have a representative at this meeting to be eligible to be awarded the job.**

### **Special notes:**

- Questions may be submitted to: [dandersen@brushcolo.com](mailto:dandersen@brushcolo.com) no later than noon on July 14 ,2017. All questions and answers will be forwarded to all contractors who attending the pre-bid meeting no later than 2 pm July 17, 2017.
- **Construction will be all concrete**
- The notes under RESPONSIBILITIES below supersede notes and/or drawings in plans
- Whereas this is an operating business access for patrons needs to be maintained.
- It is the general contractors responsibility to coordinate all work with all sub-contractors, this includes sub-contractors hired by the City of Brush
- All work to be performed to ACI standards.
- The misunderstanding of any of the bid drawings and/or scope of work will not be grounds for change orders after bid question period.

### **CITY OF BRUSH RESPONSIBILITIES**

1. Provide Engineered drawings of the project
2. Provide Geotechnical soils report
3. Provide MHT and traffic control during Mill Street work.
4. Removal of parking stops currently in use.
5. If all concrete parking lot is provided city will patch asphalt on Mill Street

## **CONTRACTOR RESPONSIBILITIES**

1. Construct parking lot as per provided engineered drawings
  - a. Construction of the parking lot. Will be concrete only
    - o Concrete at 5"
  - b) Cutting and patching Mill
  - c) Demolition and removal of existing concrete and fence
  - d) Labor and Material of
    - o 3" conduit for future electrical
    - o Storm water: rcp, inlets, manholes
    - o Curb and gutter
    - o Pavement
    - o ADA ramp and stairs
    - o Striping and signage
    - o Bollards
    - o Trench drain
    - o Erosion control
      - All swmp per plan
    - o Joint seal all joints
2. Prepare subgrade/base as per provided geotechnical report.
3. Concrete testing as per ACI standards (ordered and paid for by contractor)
4. Patch Mill street if parking areas are done in asphalt.
5. Obtain and pay for permits from the State Electrical Inspector, local city and/or county building permits
6. Provide access and limited parking for course and café patrons
7. Furnish a Performance and payment Bond in the amount of the total bid price.
8. General Liability (\$300,000 BI - \$50,000 PD) Worker's Compensation, Vehicle and Contractor's Equipment Liability; The Certificate of Insurance MUST be received by the City prior to commencing work. List City of Brush as additional insured
9. Coordinate all phases of the projects with the City Contact.
10. Provide list of at least 3 previously completed projects of similar scope
11. Work to be completed, by December 1, 2017.



**BID FORM**

**2017 PARKING LOT PAVEMENT AT THE COURSE**

TOTAL BID \_\_\_\_\_

Bidder agrees to perform all work described in Contract Documents for the above total bid. Completion date shall be no later than December 1, 2017.

Submitted by:



## BID FORM PROPOSAL

### 2017 PARKING LOT PAVEMENT AT THE COURSE

OF \_\_\_\_\_  
(hereinafter called "Bidder"), organized and existing under the laws of the State of Colorado doing business as a \_\_\_\_\_\*,  
with the CITY OF BRUSH!, hereinafter called "Contracting Agency".

In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for: **2017 PARKING LOT PAVEMENT AT THE COURSE**

in strict accordance with Contract Documents, within the time set forth therein, and at the prices stated below.

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

Bidder hereby agrees to commence work under this Contract on or before a date to be specified in the Notice to Proceed and to fully complete the Project by, **December 1, 2017**. *Bidder further agrees to pay as liquidated damages, and not a penalty, the sum of \$300 for each consecutive calendar day thereafter.*

Bidder acknowledges receipt of the following Addendum:

\* Insert "a corporation," "a partnership," "an individual, as applicable.





**CONTRACTOR'S  
PERFORMANCE AND PAYMENT BOND**

**PROJECT: 2017 PARKING LOT PAVEMENT AT THE COURSE**

KNOW ALL MEN BY THESE PRESENTS:

That the Contractor, \_\_\_\_\_  
as Principal and hereinafter called "Principal,"

and \_\_\_\_\_  
as Surety and hereinafter called "Surety," a corporation organized and existing under the laws of the State of Colorado, are held and firmly bound unto the CITY OF BRUSH! for the payment whereof the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the Principal and the City of Brush, Colorado (hereinafter called "City"), have entered into a certain Contract, hereinafter called "Contract." dated \_\_\_\_\_ for the construction of a PROJECT described as:

**2017 PARKING LOT PAVEMENT AT THE COURSE**

with Contract is hereby by reference made a part hereof;

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION is such that, if the Principal shall promptly, fully and faithfully perform all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term of said Contract and any extension thereof that may be granted by the City with or without notice to the Surety, and during the life of any guaranty required under the Contract, and shall also well and truly perform and fulfill all undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; and shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the City from all cost and damages, attorney's fees and costs of

litigation which the City may suffer or pay by reason of the failure to do so; and shall promptly make payment of the principal amount and any interest due under the laws of Colorado to all persons working on or supplying labor or materials, sustenance, provisions, or provender or supplies for use in the construction of the project, in respect of such labor and materials furnished and used therein, to the full extent thereof, and in respect of such labor and materials, sustenance, provisions, provender or supplies furnished but not so used, to the extent of the quantities estimated in the contract documents and amendments thereto; and shall indemnify and save harmless the City from all costs and damages which it may suffer by reason of failure to do so; and save and keep the City free from statutory liens or claims of laborers, mechanics, subcontractors and material men, and loss and expense and attorney fees and costs of litigation in connection with the contract and this undertaking, and reimburse and repay the city all outlay and expense which the City may incur in making good any default; then this obligation shall be null and void; otherwise it shall remain in full force and effect.

AND THE SAID SURETY, for value received hereby stipulates and agrees that whenever the Principal shall be and declared by the City to be in default under said Contract, the City of Brush, having performed its obligations thereunder; the Surety may promptly remedy the default, or shall promptly (1) Complete the Contract in accordance with its terms and conditions, or (2) Obtain a bid or bids for submittal to the City for completing the Contract in accordance with its terms and conditions, and upon determination by the said City and Surety of the lowest responsible bidder, arrange for a contract between such bidder and the City of Brush and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion, less the balance of the contract price but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount hereinbefore set forth. The term "balance of the contract price" as herein used shall mean the total amount payable to the Principal under the Contract and any amendments thereto, less the amount properly paid by the City of Brush to the Contractor.

THIS BOND IS MADE FOR the benefit of all persons, firms and corporations who or which may furnish any materials or perform any labor for or on account of the construction to be performed under the Construction Contract and any amendments thereto, and they and each of them, are hereby made obligees hereunder with the same force and effect as if their names were written herein as such, and the City as well as they and each of them, may sue hereon the Principal and the Surety or either of them. Provided further, however, that the aggregate liability of the Surety to the City and said additional obliges, as their interests appear, is limited to the penal sum stated herein, and provided, further, that the Surety may at its option, make payments under this bond by check issued jointly to the City and said additional obligees.

IN WITNESS WHEREOF, the Principal and Surety have executed this Bond, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**PRINCIPAL**

By: \_\_\_\_\_

\_\_\_\_\_

Title

\_\_\_\_\_

**SURETY**

**ATTEST** \_\_\_\_\_

Secretary

(SEAL)

By: Attorney-in-Fact



## AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the CITY OF BRUSH, hereinafter called "Contracting Agency", and \_\_\_\_\_ doing business as an individual, partnership or corporation, hereinafter called "Contractor."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will commence and complete the construction of the **2017 PARKING LOT PAVEMENT AT THE COURSE**
2. The Contractor will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the Project described herein.
3. The Contractor agrees to perform all of the Work required by the Contract Documents per Change Order within time specified in the Notice to Proceed.
4. The Contractor agrees to perform all of the work described in the Contract Documents, and comply with the terms therein for a lump sum price of \$\_\_\_\_\_.
5. The Contracting Agency certifies that funds have been appropriated and will pay to the Contractor such amounts as required by the Contract Documents following Final Settlement Procedure which includes 2 week notice in the local paper.
6. This agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement.

Contracting Agency  
CITY OF BRUSH! \_\_\_\_\_

Contractor  
\_\_\_\_\_

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

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