

BIDDER INFORMATION
AND
CONTRACT DOCUMENTS

FOR
DRIVEWAY PAVING PROJECT
(TRAFFIC SIGNAL PROJECT)

OWNER:
TOWN OF JOHNSTOWN
450 S. PARISH AVE.
JOHNSTOWN, CO 80534

GENERAL DOCUMENTS

Invitation for Bids

Project Description

Plans/Specifications

Addenda

Instructions to Bidders

Bid Proposal Form

Public Works Contract Form

Insurance Requirements

Notice to Proceed Form

Change Order Form

Notice of Contractor's Settlement Form

Final Receipt and Guarantee Form

INVITATION FOR BIDS
(Re-Bid)

The Town of Johnstown, Colorado will receive sealed bids for the following project:

DRIVEWAY PAVING PROJECT-TRAFFIC SIGNAL PROJECT

Bids shall be received by the Town Clerk at Town Hall, 450 S. Parish Ave., Johnstown, Colorado, until **2:00 P.M. ON THURSDAY, JUNE 22, 2017** at which time said bids shall be publicly opened in the Town Hall Conference Room and read aloud.

Copies of the contract documents, bid information and addenda are included.

Questions regarding the design may be directed to: Rich Follmer, Design Engineer, Felsburg Holt Ullevig, (303) 721-1440, rich.follmer@fhueng.com

The Town reserves the right to reject any or all bids, to waive any informalities, and to accept the bid that is in the best interests of the Town of Johnstown, Colorado.

TOWN OF JOHNSTOWN, COLORADO

Diana Seele
Town Clerk

PROJECT DESCRIPTION

Summary of Work as detailed below and shown on drawings:

This project consists of paving, grading, erosion control and other ancillary items, including removal of existing paved surfaces, trees, etc. related to the conversion of two, two-way driveways to two one-way driveways. The project also includes work for vehicle parking modifications. This project is a Town of Johnstown partner project for the installation of a new traffic signal, signing & striping at the US 34/Larimer Parkway intersection. Signing and striping modifications related to the driveway conversion is being conducted by the traffic signalization contractor.

PLANS/ SPECIFICATIONS

Reference 'Town of Johnstown Construction Bid Plans..' by Felsburg, Holt Ullevig dated 3/24/217

ADDENDA

Addendum #1, Post Pre-Bid Questions Dated May 31, 2017

Addendum #2 – Revised Asphalt Quantity Dated June 1, 2017



**FELSBURG
HOLT &
ULLEVIG**

connecting and enhancing communities

May 31, 2017

MEMORANDUM

TO: Roy Lauricello & John Franklin, Town of Johnstown
John Foster, Connell Resources
Quinten Larkin, Apex Pavement Solutions

FROM: Rich Follmer

SUBJECT: Town of Johnstown Driveway Paving Project

All: Following is a summary of the questions that were provided after the pre-bid meeting for this project. Answers to those questions are included. Contractors shall acknowledge this Memorandum as **Addendum #1, Post Pre-Bid Questions** on the Bid Proposal form.

1. Connell Resources requested the CAD files for the project; they were provided to both contractors that attended the pre-bid meeting on Tuesday, May 23, 2017.
2. The Engineer's Estimate for the project was requested. That information is for the Town of Johnstown and will not be provided to the contractors. Contractors shall bid on the project based on their own estimates of the efforts and costs required.
3. The question of whether this is a unit price bid or a lump sum bid was asked. Contractors shall fill out the bid form with the Description, Unit and Amount (quantity) of the pay items based on the Summary of Approximate Quantities contained in the project plans (Sheet 5). The Contractors shall include the Unit Price that they propose for completion of the pay items, and provide the Total cost to complete that item as a multiplication of the Amount (quantity) times the contractor Unit Price. The summary, i.e., Total Cost for the entire project, shall be filled in via words on Page 9 (Bid Proposal) of the BIDDER INFORMATION AND CONTRACT DOCUMENTS FOR DRIVEWAY PAVING PROJECT (TRAFFIC SIGNAL PROJECT). This is a lump sum project; however, the Unit Prices included in the BID SCHEDULE & BID FORM shall be used for any change orders.
4. A contact list of Johnstown, Loveland, CDOT and private property personnel follows.

General:

Town of Johnstown:

John Franklin, Town Planner 970-587-4664 jfranklin@townofjohnstown.com

Roy Lauricello, Town Manager 970-587-4664 rcello@townofjohnstown.com

Design Engineer: Rich Follmer, Felsburg Holt Ullevig
303-721-1440 Rich.Follmer@FHUENG.COM

Construction Administration: Tim Farner, IMEG Engineers 303- 263-2310 tim.79@q.com

May 31, 2017
Memorandum to Town of Johnstown and Contractors
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Traffic Signal:

City of Loveland:

Jeff Bailey, City Engineer 970-962-2551 jeff.bailey@cityofloveland.org

Bill Hange, Traffic Engineer 970-962-2528 bill.hange@cityofloveland.org

CDOT:

Larry Haas, CDOT Region 4 Traffic Operations Engineer

970.350.2143 Larry.Haas@state.co.us

Gloria Hice-Idler

Region 4 Permits Manager, Region 4 Permits Unit - Traffic

970.350.2148 | C 970.381.2475 | F 970.350.2198

gloria.hice-idler@state.co.us

Driveway Paving:

Property Owner's Representatives:

Gracon, LLC:

Doug Donahue 970-481-2743 Cell ddonahue@graconllc.com

Centerra Properties and Centerra Metropolitan District:

Jim Niemczyk, Director, Infrastructure, McWhinney

970-776-4052 jimn@mcwhinney.com



FELSBURG
HOLT &
ULLEVIG

connecting and enhancing communities

June 1, 2017

MEMORANDUM

TO: Roy Lauricello & John Franklin, Town of Johnstown
John Foster, Connell Resources
Quinten Larkin, Apex Pavement Solutions

FROM: Rich Follmer *RF*

SUBJECT: Town of Johnstown Driveway Paving Project
Addendum #2 – Revised Asphalt Quantity

All: A question arose this morning relative to the quantity of asphalt pavement for this project. The project plans identified a total of 49 tons of Hot Mix Asphalt (Grading S)(75)(PG 58-28); however, the quantity calculation was in error. The corrected quantity for this item (Contract Item No. 17 in the plans) is **147 tons** for bidding purposes.

Contractors shall identify the corrected quantity on their BID SCHEDULE & BID FORM in their submittal and shall acknowledge this Memorandum as **Addendum #2, Hot Mix Asphalt Quantity Correction** on the Bid Proposal form.

TOWN OF JOHNSTOWN

INSTRUCTIONS TO BIDDERS

- 1) Project Owner: Town of Johnstown, 450 S. Parish Ave. Johnstown, CO 80534. Ph. 970-587-4664 Fax: 970-587-4664
- 2) Town Representative: John Franklin, Town Planner or Roy Lauricello, Town Manager.
- 3) Schedule: All bids shall specify the anticipated starting and completion dates.
- 4) Bid deposit: All bids tendered shall be accompanied by a bid deposit (bid bond, certified check or money order) equal to five percent (5%) of the total bid. Said sum shall be returned to the successful bidder upon execution of contract. Should the successful bidder fail or refuse to execute contract upon award, said sum shall be forfeited to the Town. Deposits will be returned to all unsuccessful bidders within a reasonable time period after award of bid.
- 5) Bonds and Insurance: The successful bidder shall be required to furnish the bonds and insurance coverage, or approved substitutes in lieu thereof, as noted below. Attorneys-in-fact who sign the Bid Bonds or Payment Bonds and Performance Bonds must file with each bond a certificate and effective dated copy of their Power of Attorney.
 - a) Required / Not Required: Performance bond, conditioned upon satisfactory and timely completion of the project to be performed – 100% of bid amount.
 - b) Required / Not Required: Mechanics and materialmen's bonds, conditioned upon satisfactory and timely payment of all amounts lawfully due to suppliers of labor and material upon said project – 100% of bid amount.
 - c) Required / Not Required: Warranty bond, conditioned upon timely repair of defects and unworkmanlike performance in said project, for a period of two (2) years after completion thereof – 15% of bid amount.
 - d) Required / Not Required: Proof of workman's compensation insurance coverage, in conformity with Colorado law, in respect of all persons to be employed on said project, including sub-Contractors.
 - e) Required / Not Required: Proof of public liability insurance coverage to include bodily injury and property damage equal to or greater than (refer to attached insurance requirements). Said insurance will remain in full force and effect during the term of the contract (Town to be named as an additional insured).
 - f) Required / Not Required: Miscellaneous: 1 year written warranty on labor and materials.
 - g) Required / Not Required: Liquidated damages will be charged at \$250.00 per day for non-performance of delivery on or before agreed date.
 - h) Required / Not Required: Before final payment all lien waivers on materials and labor will be supplied to Town Clerk.
- 6) Acceptance/rejection of Bids: The Town may waive any informalities, minor defects, or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. No bidder may withdraw a bid within 60 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 TOWN and the bidder.
- 7) Project Conditions and Documents: Bidders must satisfy themselves of the accuracy of the estimated quantities in the Plans, Specifications and Bid Schedule(s) by examination of the site. Where no Bid Schedule is provided Bidders must provide a Bid Schedule. After bids have

been submitted, the bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done. The Town shall provide to any and all bidders, prior to bidding, all information that is pertinent to and delineates and describes the land owned and rights-of-way acquired upon request. The Contract Documents contain the provisions required for the construction of the project. Information otherwise obtained from an officer, agent or employee of the Town 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.

- 8) Bidder qualifications: The Town may make such investigations as deemed necessary to determine the ability of the bidders to perform the work, and the bidders shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any bid if the evidence submitted by, or investigation of, the successful bidder fails to satisfy the Town that such bidder is qualified to carry out the obligations of the Agreement and to complete the work contemplated therein. The Town reserves the right to reject any conditional or qualified bid.
- 9) Subcontractor information: The low bidder shall supply the names and addresses of major material suppliers and subcontractors when requested to do so by the Town.
- 10) Contract award: The party to whom the contract is awarded ("Contractor") will be required to execute the Agreement and obtain the Certificates of Insurance within ten (10) 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. In case of failure of the bidder to execute the Agreement and to furnish said Certificates, the Town may at its option, consider the bidder in default, in which case the Bid Bond accompanying the proposal shall become the property of the Town. The Town will be entitled to such other rights as may be granted by law. The Town, after receipt of acceptable Certificates of Insurance and Agreement signed by the party to whom the contract was awarded, shall sign the contract and return to such party an executed duplicate of the contract.
- 11) Start of Work: The Contractor shall commence work not later than fifteen (15) calendar days after date of the Notice to Proceed issued by the Town to the Contractor and shall complete the work as specified, within the time specified in the contract. All work shall be prosecuted in an orderly and diligent manner. The Contractor shall cooperate with, and conform to, the request of the Town to expedite particular portions of the work or to suspend or transfer his operations on any portion of the work where such alteration of the Contractor's operations is deemed advisable by the Town.
- 12) All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.
- 13) Portions of any project may have been termed "Alternates or Contingent" and the OWNER reserves the right to include or remove any or all of these Alternates from the Contract at his sole option or discretion.
- 14) Contractor obligations:
 - a) Materials: Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light power, transportation, and other facilities necessary for the execution and completion of the work. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials.
 - b) Progress Schedule: The Contractor shall submit, at such times as may reasonably be requested by the Engineer, schedules which shall show the order in which he proposes to carry on the work, with dates at which the Contractor will start the several parts of the work, and estimated dates of completion of the several parts.

- c) No assignment by the Contractor of this contract or any part thereof or of the funds to be received thereunder by the Contractor will be recognized unless such assignment has had the written approval of the Town and the surety has been given due notice of such assignment and has furnished written consent thereto. Such written approval by the Town shall not relieve the Contractor of the obligations incurred by him under the terms of this contract.
- d) The Contractor shall as soon as practical after signing the contract, notify the Engineer in writing, giving the names and qualifications of all subcontractors proposed for work and shall not employ any that the Engineer may within a reasonable time object to. The Contractor will not be allowed to subcontract more than fifty percent (50%) of the total monetary value of the contract without prior approval of the Town. The Contractor shall notify the Engineer of each subcontract he awards, giving:
 - i) Name, address, and telephone number of the subcontractor
 - ii) Branch of work covered
 - iii) Total price of subcontract
 - iv) Date of subcontract
 - v) Subcontractors, before commencing work, must file with the Engineer satisfactory certificates in duplicate showing insurance coverage. Failure of the subcontractor to provide such certificates shall not relieve the Contractor of his obligation to insure and to hold the Town harmless. Subcontractors shall also file with the Engineer copies of applicable permits and licenses required to do the subcontracted work.

TOWN OF JOHNSTOWN

BID PROPOSAL

Proposal of _____ (hereinafter called "bidder"), organized and existing under the laws of the Town of Johnstown, Colorado, doing business as _____ to the Town of Johnstown (hereinafter called "Town").

In compliance with your Advertisement for Bids, bidder hereby proposes to perform all work for the Johnstown _____ in strict accordance with contract documents including the attached Bid Schedule(s), within the time set forth therein, and at prices stated below.

By submission of this bid, each bidder certifies, and in cases of a joint bid, each party hereto certifies as to his own organization, that this bid has been arrived at independently, without consultation, communication, or agreement as to any other bidder or with any competitor.

Bidder hereby agrees to commence work under this contract on or before the date specified. Bidder further agrees to pay liquidated damages as set forth in the bidding documents.

Bidder acknowledges receipt of the following Addendum:

Bid shall include all applicable taxes and fees.

Bidder agrees to perform all work described in the contract documents for a total price not to exceed:

_____, (bid in words),
(\$ _____)

Starting Date: _____ Completion Date: _____

COMPANY NAME: _____

SIGNATURE: _____

TITLE: _____

Attachment(s)



INSURANCE REQUIREMENTS

The following requirements need to be met on the Certificate of Insurance:

Form of Insurance for a Combined Single Limit shall be a minimum for Comprehensive General Liability in the amount of \$1,000,000 each occurrence and \$2,000,000 aggregate; for Comprehensive Automobile Liability in the amount of \$1,000,000; Worker's Compensation and Employer's Liability shall be the statutory amount; Owner's Protective Liability and Builder's Risk is not applicable for this Project.

The Town of Johnstown needs to be named as an additional insured for Comprehensive General Liability and for Comprehensive Automobile Liability as a note on the Certificate of Insurance. The additional insured endorsement for the Comprehensive General Liability insurance shall not contain any exclusion for bodily injury or property damage arising from completed operations.

The Cancellation Notice shall read: "Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder." If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate.

The name and address of Certificate Holder needs to read the Town of Johnstown, 450 S. Parish, PO Box 609, Johnstown, CO 80534.

TOWN OF JOHNSTOWN, COLORADO

THIS CONTRACT entered into at Johnstown, Colorado, this ____ day of _____, 2017 by and between the TOWN OF JOHNSTOWN, COLORADO, a Colorado Home Rule Town, with address for notice at 450 S. Parish Ave./ P.O. Box 609, Johnstown, Colorado 80534 hereinafter called and referred to as the Town, and _____, with address for notice at _____ hereinafter called and referred to as Contractor.

WITNESSETH:

THAT FOR AND in consideration of the premises, the payments hereinafter provided for, and the mutual covenants, promises, doings, and things hereinafter set forth, the parties hereto do now agree as follows:

1. That Town does engage the services of Contractor, and Contractor does hereby bind himself unto Town, to perform the following project to Town, to wit:

DRIVEWAY PAVING PROJECT – TRAFFIC SIGNAL PROJECT

for a total price not to exceed _____ (\$) _____), which shall be paid in the following manner:

The bid price shall be payable by Town unto Contractor upon Town's accounts payable cycle following approval by Town of detail invoices from Contractor. Final payment equal to ten percent (10%) of the bid amount shall be paid upon final completion of the work, and acceptance by the Town, and receipt of all lien waivers, and end of period for Notice of Final Payment as published by Town Clerk.

2. That all of Contractor's performance hereunder shall be in a workmanlike manner, and shall be in conformity with the attached specifications for said project, and in accordance with time restrictions and limitations set forth:

3. The term "Contract documents" means and includes the following:

- (a) Plans and Specifications
- (b) Bid Schedule(s)
- (c) Contract and Attachment "A"
- (d) Insurance Certificates and Insurance Requirements
- (e) Notice to Proceed
- (f) Change Order
- (g) Invitation for Bids
- (h) Information for Bidders
- (i) Bid Proposal
- (j) Notice of Contractor's Settlement
- (k) Final Receipt and Guarantee

4. The contractor shall furnish all materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described herein.

5. That within three (3) days of the execution of the contract, the Contractor shall have furnished the Town all of the items required of the Contractor in the Contract Documents. Upon receiving the required documents, the Town shall issue a Notice to Proceed. Contractor shall then have until August 31, 2017 to complete the project. Failure to complete the project by the specified time shall cause Contractor to be liable to the Town for \$250.00 each day beyond such time period to reimburse Town for its damages for such delay, such amount being difficult to ascertain in advance, and therefore, the Parties agree to the per day damages as liquidated damages and not as a penalty.

This contract shall be and become binding upon, and inure to the benefit of, the parties hereto, their heirs, personal representatives, successors and assigns. Further, this Contract shall be construed and interpreted according to the laws of the State of Colorado and any action to interpret, construe, or enforce the same shall be maintained in the appropriate court in Weld County, Colorado.

Executed as of the date and year as above written.

TOWN OF JOHNSTOWN, COLORADO

By _____
Mayor

ATTEST:

By _____
Town Clerk

CONTRACTOR

By _____
(Title)

ATTEST:

By _____

Attachment A

**REQUIRED PROVISIONS FOR CONTRACT FOR SERVICES
PROHIBITING EMPLOYMENT OF ILLEGAL ALIENS**

Contractor shall not:

1. Knowingly employ or contract with an illegal alien to perform work under this public contract for services;
or
2. Enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the e-verify program or the Department of Labor and Employment program.

Contractor is prohibited from using either the e-verify program or the Department of Labor and Employment program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.

If Contractor obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall be required to:

1. Notify the subcontractor and the contracting state agency or political subdivision within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
2. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to subparagraph 1 of this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days that subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Contractor shall comply with any reasonable request by the Department made in the course of an investigation that the Department of Labor and Employment is undertaking pursuant to the authority established in subsection (5) of Section 8-17.5-102 of the Colorado Revised Statutes.

IF CONTRACTOR VIOLATES ANY OF THE AFOREMENTIONED REQUIREMENTS, THE TOWN MAY TERMINATE THE CONTRACT FOR BREACH OF CONTRACT. IF THIS CONTRACT IS SO TERMINATED, CONTRACTOR SHALL BE LIABLE FOR ACTUAL AND CONSEQUENTIAL DAMAGES TO THE TOWN OF JOHNSTOWN.

NOTICE TO PROCEED

TO: _____

DATE: _____

RE: _____ -

You are hereby notified to commence work in accordance with the Agreement dated _____, 20__, and you are to complete the work by _____.

THE TOWN OF JOHNSTOWN

By _____

Title _____

ACCEPTANCE OF NOTICE TO PROCEED

Receipt of the above Notice to Proceed is hereby acknowledged by:

this the ____ day of _____, 2017.

By _____

Title _____

CHANGE ORDER

CHANGE ORDER NO. _____

DATE: _____

PROJECT: _____

TO (CONTRACTOR): _____

JUSTIFICATION:

_____ You are directed to make the following changes in the work. All other terms and conditions of the contract not expressly modified hereby shall remain in full force and effect.

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	COST	AMOUNT
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The original contract sum was \$ _____

Net change by previous change orders..... \$ _____

The contract sum prior to this Change Order was..... \$ _____

The contract sum will be (increased) (decreased) or (unchanged) by this Change Order..... \$ _____

The contract sum including this Change Order will be..... \$ _____

The new contract time will be (increased) (decreased) or (unchanged) by _____ () days.

The date of completion as of the date of this Change Order is therefore _____, 20__.

ACCEPTED BY:

Contractor

Address

By _____

Date _____

ORDERED BY:

The Town of Johnstown
450 S. Parish Ave.
Johnstown, Co 80534

By _____

Date _____

NOTICE OF CONTRACTOR'S SETTLEMENT

This is to notify all persons interested that the Town of Johnstown, Colorado will make final payment to _____,
for work completed on

Driveway Paving Project – Traffic Signal Project

Said final payment will be made on _____, 20__.

Anyone having claims in conjunction with this project may file same with the undersigned no later than _____, 20__.

TOWN OF JOHNSTOWN

BY _____
Diana Seele
Town Clerk

Dated: _____

FINAL RECEIPT AND GUARANTEE

Date: _____

Received this date of _____, 201__, as full and final payment of the cost of improvements provided for in the Contract executed by _____, and Payee on or about _____, 201__, together with all amendments, change orders, and additions thereto, the sum of _____ Dollars (\$ _____), being the remainder of the full amount accruing to the undersigned by virtue of said contract and extra work performed thereunder, said payment covering and including full payment for the cost of all extra work and material furnished by the undersigned in the construction of said improvements, and all incidentals thereto, for the additional consideration of One Dollar (\$1.00) for the execution hereto, and the undersigned hereof releases the Town of Johnstown from any claims whatsoever resulting from said contract and all work performed thereunder.

The undersigned by these present certifies that all persons doing work upon or furnishing materials for said improvements under the foregoing contract and all additions thereto have been paid in full. The undersigned further certifies that all work has been completed in a workmanlike manner in conformity with the plans and specifications. That should any portion of said work or material prove defective within **one (1) year** from the date of final acceptance of the entire project by the Town, the undersigned shall replace any such defective material and remedy any such defective work to the satisfaction of the Town of Johnstown and shall defend, indemnify, release and hold harmless the Town and its agents and employees from any and all claims, expenses, and charges of every kind which may arise as a result of any such defective material and workmanship during said period.

DRIVEWAY PAVING PROJECFT -- TRAFFIC SIGNAL PROJECT

Name _____

By _____

Title _____