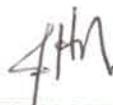




ITB-15-19
ADDENDUM #1 
CLEAR CREEK TRAIL CONSTRUCTION

Date: June 23, 2015
Bid Number: ITB-15-19
Bid Due Date: **TUESDAY, JULY 9, 2015 BY 1:00 PM OUR CLOCK**

The following information is provided to all prospective bidders and is hereby made a part of the above bid documents. Bidders must acknowledge this Addendum 1 with their bid. It is a total of ten (10) pages, CAD file disclaimer form, revised bid pages 21-25, and the pre-bid sign-in sheets.

CLARIFICATION, ADDITIONAL INFORMATION, AND CHANGES:

The following items were reiterated at the pre-bid meeting:

- Questions are due by noon on Friday, June 26, send to jnellis@ci.wheatridge.co.us
- It is difficult to predict if any water diversion, dewatering or pumping of surface water will be necessary. It depends on how much rainfall occurs during construction and the water level flowing in Clear Creek. A natural low area between Sta. 3+50 and 6+00, where proposed trail trench drains will be installed, has a higher likelihood for being wet than other areas of the project.
- Bid Item 43 (Replacement Trench Drain Grates and Hardware) includes 3 sets (10-LF each) of replacement parts.
- Project work limits west of Sta. 20+00 (open space) are located in area protected by the Migratory Bird Act. Construction in this area shall not begin until after September 1.
- Existing wetlands are shown on the plan. It will be important to install construction fence to protect all wetland areas outside the approved work limits.
- The plan and Bid shows 12 known tree removals. However, the plans also identify that the contractor will be responsible for other tree removals/trimming (up to 40 trees) within construction limits as directed by the City. ***(See NEW INFORMATION regarding tree removal and trimming addressed in question 3 below.)***
- Access Permit and Special Use Permit Applications have been submitted to CDOT. The Contractor will be responsible for submitting a traffic control plan to CDOT for review and approval to secure permits.

CLARIFICATIONS:

Assume normal water levels in Clear Creek for building the trail. A delayed start date will be coordinated with the City if current wet and overbank flooding conditions persist.

The City hereby **CHANGES** the time frame for construction of the trail from 60 working days **to 90 working days**. The project must be complete by year end.

The proposed parking lot and trail are located far enough south that there is no conflict with power poles in the open space. The power poles located in the easement along Kipling will be moved by Xcel.

The chain link fence that was seen near the mid-point of the trail path designates the borders of property owned and managed by a waste water facility, and is outside the boundaries of this project. Near this fence is a small ditch which is the eastern-most trench drain identified on the plans.

The NE corner of the City's goat fence is currently in the work space allowed for trail construction, and will be moved by the City outside of the allowed work space prior to the start of construction.

Access to the proposed staging area will be at the existing curb cut and gravel parking adjacent to Kipling St. Limited area for staging within the existing gravel lot will be available prior to September 1.

The City has sprayed weeds in the open space as part of routine maintenance work.

During the site visit we observed that at the NE corner of the bridge near 43rd and Moore St. there is an existing concrete pad and trash can. On the plans this is labeled incorrectly as a sign. The City does want this existing pad disposed, and built new as per plan.

The Contractor shall organize and attend weekly on-site progress meetings with City staff.

1. QUESTION: Who is responsible for staking the trail?

ANSWER: See bid item #3. Contractor is responsible for staking the trail. Control points are identified on the plans.

2. QUESTION: Is there a time limit enforced for shutting down traffic on Kipling?

ANSWER: The Contractor must submit a traffic control plan, to the City's Public Works Department for approval of all traffic control and detours on City streets. The traffic control plan for Kipling St. will require CDOT approval as Kipling is under CDOT authority. CDOT will regulate the time limit allowed for shutting down traffic on Kipling.

3. QUESTION: Since the City is saying the Contractor may be responsible for trimming and/or removal of up to 40 trees (which have not been identified) will the bid amount be for removal of 12 trees, or 40? How much trimming will be required? How large are the trees?

ANSWER: The City accepts responsibility for all tree trimming and/or removal to accommodate access of a concrete truck as determined by the layout of the trail. The City will hire these services directly through our on-call forestry maintenance agreement and in coordination with the City's forestry manager and the trail construction schedule. The 12 trees known to be in the path of the 10' width of the trail will be felled by the City. Removal of the remaining tree stumps shall fall within the Contractor's scope of clearing and grubbing, as defined on the plans.

Quantities for line items 16 and 17 of the Bid Schedule (page 23) are now reduced to zero (0). A revised BID FORM and BID SCHEDULE pages 21-25 are included as part of Addendum 1 and are to be used when submitting your bid.

4. QUESTION: Will the utility vault cover located in the existing trail on 41st Street need to be moved or reset?

ANSWER: There should be no reason to reset the vault lid. See plan sheet 14 for elevations and construction details. The plan design for the new concrete ramp at this tie-in point pours to the edge of the vault lid. The Contractor will be responsible for protecting the existing utility.

5. QUESTION: Are CAD files available for this project for purposes of earthwork calculations?

ANSWER: Yes, for those people interested in access to the CAD files for this project, please complete the attached disclaimer and return by email to jnellis@ci.wheatridge.co.us by 5 PM (MDT) on June 30th. A Dropbox link will be provided to those who submit the disclaimer form by this time and date. The Dropbox link will only be provided to vendors who attended the mandatory pre-bid/site-visit.

Visit our City website for prebid sign in sheet, addendum, plan holders list and project updates:
www.ci.wheatridge.co.us

POINT OF CONTACT: Jennifer Nellis, Purchasing Agent, jnellis@ci.wheatridge.co.us, fax 303-234-5924, or phone 303-235-2811. Do not contact the user department, consultant, or any other staff.



June 22, 2015

_____ agrees to the statements below regarding the electronic data files provided by ICON Engineering and the City of Wheat Ridge for the Clear Creek Trail Improvements project.

The electronic data files ("Files") furnished by ICON Engineering, Inc., a Colorado corporation (ICON) and the City of Wheat Ridge (City) to the person or entity who receives the Files ("User"), are provided only for the convenience of User and only for its sole use. USER AGREES THAT, BY OPENING THE PACKAGE CONTAINING THE FILES, USER SHALL BE BOUND BY AND SUBJECT TO THE TERMS OF THIS DISCLAIMER.

User recognizes that the Files may not be adequate or appropriate for User's needs. User should be aware that these may be preliminary drawings and may change significantly and that differences might exist between the electronic files delivered and printed hard-copy. In the case of any defects in the Files or any discrepancies between the Files and the hardcopy of the Files bearing the seal of ICON's professional registrant, the sealed hardcopy shall govern. User accepts the Files on an "as is" basis with all faults. There are no express warranties made by ICON with respect to the Files, and any implied warranties are excluded. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED. ICON and City assume no responsibility for the accuracy or completeness of the Files and any use or reuse of such electronic data for any purpose shall be at User's sole risk. Furthermore, in consideration for the use of the electronic data and the Files, User agrees, to the fullest extent permitted by law, to defend (by legal counsel selected by ICON), indemnify and hold ICON and City harmless from any and all claims, direct, indirect or consequential damages, losses, costs and expenses, including attorney's fees and court costs (including the costs of any appeals) arising out of or resulting from User's use, reuse, or use by others, regardless of whether such claims, damages, losses, costs and expenses are caused in whole or in part by ICON and City. The duty to defend, indemnify and hold ICON and City harmless shall apply regardless of whether such claims, damages, losses, costs and expenses arise out of causes of action for tort, including negligence, contact, warranty or strict liability.

Under no circumstances shall delivery of electronic files be deemed a sale by ICON and City. ICON and City make no warranties, either expressed or implied, of merchantability and fitness for any particular purpose. In no event shall ICON or City be liable for indirect or consequential damages, because of use or reuse of the electronic files.

Signature

Date

**BID FORM
ITB-15-19
CLEAR CREEK TRAIL CONSTRUCTION**

This is the proposal (bid) of _____ (hereafter called "BIDDER") organized and existing under the laws of the State of _____ doing business as a _____ (insert "corporation," "partnership," or "an individual," as applicable.)

To the CITY OF WHEAT RIDGE (hereinafter called "Owner").

The undersigned bidder proposes and agrees—if this bid is accepted—to enter into an agreement with the Owner in the form included in the Contract Bid Documents, to complete all work as specified or indicated in the Contract Bid Documents for the contract sum and within the contract time indicated, in accordance with the Contract Bid Documents.

Bidder accepts all of the terms and conditions as outlined in Instructions to Bidders. The bid will remain open for sixty days after the day of bid opening. Bidder will sign the agreement and submit any documents required by the contract documents within seven (7) calendar days after notification or the designated date.

By submission of this bid, each 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 or communication with any competitor. Every bid submitted to the City shall contain a statement certifying that the bidder has not participated in any collusion or taken any action in restraint of free competitive bidding. This statement shall be in the form of an affidavit provided by the City and included in the Bid Proposal. The bidder's proposal will be rejected if it does not contain the completed Non-Collusion Affidavit.

Bidder agrees to abide by the following Federal requirements: Executive Order No. 11246 as amended, including specifically the provisions of the Equal Opportunity Clause, the Immigration Reform and Contract Act of 1986, the Americans with Disabilities Act of 1991 and United States Department of Transportation Title VI Regulations at 49 CFR Part 21 the Civil Rights Act of 1964, assuring that no person shall on the grounds of race, color, or national origin be excluded from participation in the opportunity to bid, or be discriminated against in consideration of award of this project.

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 within **90 WORKING DAYS**, subject to work in the nesting areas.

The Notice to Proceed shall be issued within fourteen (14) days of the execution of the agreement by the Owner. Should there be reason why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Owner and the Contractor. If the Notice to Proceed has not been issued within the period mutually agreed upon, the Contractor may terminate the agreement without further liability on the part of either party.

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

Bidder has examined the site and locality where the work is to be performed, as well as the legal requirements (Federal, State, and local laws, ordinances, rules, and regulations) and the conditions affecting cost, progress, or performance of the work, and has made such independent investigation as Bidder deems necessary.

BID FORM, CONTINUED
ITB-15-19
CLEAR CREEK TRAIL CONSTRUCTION

Bidder will complete the work for all accepted bid items and provide all materials, labor, and equipment to complete the work as per bid specifications. It is the Owner's intent to award a single contract to the qualified, low bidder deemed most responsive and responsible. Signature acknowledges Bidder has read the bid documents thoroughly before submitting a bid, will fulfill the obligations in accordance with the Scope of Work or specifications, agrees to terms and conditions as outlined, and is submitting without collusion with any other firms. Do not submit more than one bid from your firm, or both bids will be deemed non-responsive and be disqualified. Submit bid with authorized signature(s) where indicated.

Company Name

Date

Address

City

State

Zip Code

Phone Number

Fax Number

email address

FEIN/SSN (required)

Authorized Signature

Printed Name

Title

License No.

Type

Expiration Date

ATTEST:

SEAL (if bid is by a corporation)

Printed Name

Signature

Title

ADDENDA

Bidder is responsible to check the City website for issuance of any addenda prior to submitting bid: www.ci.wheatridgite.co.us . Bidders registered on BidNet (Rocky Mountain e-Purchasing System) will notified of issued addenda via email.

Please acknowledge receipt of the following Addenda (if applicable):

Addendum 1 _____ Addendum 2 _____ Addendum 3 _____

COMPANY SUBMITTING THIS BID: _____

BID SCHEDULE

ITB-15-19

CLEAR CREEK TRAIL CONSTRUCTION

Bidder agrees to perform all the work described in the Contract Documents for the following unit prices or lump sums, as specified:

ITEM No.	DESCRIPTION	ESTIMATED QUANTITY	PAY UNIT	UNIT PRICE	TOTAL COST BID ITEM
1	Mobilization	1	LS		
2	Traffic Control	1	LS		
3	Construction Survey	1	LS		
4	Construction Fence	1,597	LF		
5	Construction Markers (50-ft spacing)	3,250	LF		
6	Vehicle Tracking Control	1	EA		
7	Inlet Protection	5	EA		
8	Concrete Washout Area	2	EA		
9	Sediment Control Log	103	LF		
10	Street Sweeping	15	HR		
11	Construction BMP Maintenance	1	LS		
12	Removal of Fence (Wood Split Rail)	190	LF		
13	Removal of Gate and Posts	2	EA		
14	Clearing and Grubbing	1	LS		
15	Topsoil Remove, Stockpile, Replace (6-in)	628	CY		
16	Removal and Disposal of Tree (< 12 in)	0	EA	_____	NA
17	Removal and Disposal of Tree (> 12 in)	0	EA	_____	NA
18	Removal and Disposal of Concrete Curb and Gutter	546	LF		
19	Removal and Disposal of Concrete Pan	9	SY		
20	Removal and Disposal of Concrete Sidewalk	85	SY		

21	Removal and Disposal of Concrete Traffic & Pedestrian Ramps	108	SY		
22	Removal and Disposal of Asphalt	671	SY		
23	Removal and Disposal of Existing Curb Inlet	1	LS		
24	Earthwork, On-Site Excavation and Fill	178	CY		
25	Earthwork, Excavation and Haul Off-Site	558	CY		
26	Concrete Trail (6-in)	2,851	SY		
27	Crusher Fines (6-in)	10,360	SF		
28	Hot Mix Asphalt Patching (9-in)	222	SY		
29	Hot Mix Asphalt (Grade SX, PG 64-22)(2-in)	557	SY		
30	Hot Mix Asphalt (Grade S, PG 64-22) (4-in)	557	SY		
31	Aggregate Base Course (Class 6)	93	CY		
32	Preformed Thermoplastic Pavement Marking (X Walk-Stop Line) (Type I)	60	SF		
33	Epoxy Pavement Marking (Parking Lot)	2	GAL		
34	Precast Concrete Wheel Stops	10	EA		
35	Install Fence (Single Rail Cedar Split Rail)	380	LF		
36	Concrete Pan (4-ft)	71	LF		
37	Vertical Curb & Gutter	535	LF		
38	Traffic Island	1	LS		
39	Pedestrian Curb Ramps (6-in)	62	SY		
40	Traffic Curb Ramps (8-in)	152	SY		
41	Trench Drain	3	EA		
42	WR Curb Inlet (Double)	1	EA		
43	Replacement Trench Drain Grates and Hardware	30	LF		
44	Soil Riprap, Type L	8	CY		
45	Bollard, Anchors, Footing	2	EA		
46	Trash Receptacle (42 Gal)	2	EA		
47	6-ft Jubilee Bench	2	EA		
48	Concrete Pad (6-in)	9	SY		
49	Native Seeding and Mulching	0.9	AC		
50	Sod	200	SF		

TOTAL CONSTRUCTION COST (AMOUNT OF BID) \$ _____

WRITTEN OUT AMOUNT OF BID _____

In addition, as applicable:

Bidder must include Drawings and Specifications, if bidding an equal. A product, component or process whose use in or on a particular project is specified as a standard for comparison purposes only, unless stated that no substitutes are allowed. The "equal" product, component or process shall be the same or better than that named in function, performance, reliability, quality, and general configuration. Determination of equality in reference to the project requirements will be made by the City. It is the responsibility of the supplier to provide all necessary information for determining equality.

Bidder shall detail all Warranties.

Bidder shall identify Value Engineering.



MANDATORY PRE-BID MEETING SIGN-IN SHEET

DATE & TIME: FRIDAY, JUNE 19, 2015 AT

LOCATION: Moore St + 43rd Ave

PROJECT: ITB-15-19 CLEAR CREEK TRAIL CONSTRUCTION

BID DUE DATE: THURSDAY, JULY 9, 2015 BY 1:00 P.M. OUR CLOCK

CITY REPRESENTATIVES:

 Jennifer Nellis - PA

 Cindy Rivolo - Purchasing

 Joyce Manwaring

ATTENDEES (PLEASE PRINT)

NAME - PRINT	COMPANY NAME	PHONE NUMBER	FAX OR EMAIL	PRIME OR SUB?
Lisa	Noraa Concrete	303-637-9233	noraabids@noraaconcrete.com	Prime
Michele Kuehl	SL Melton Construction	303-428-8383	michele@slmeltonconstruction.com	Prime
CHIP JANSMA	Hoff Construction	970-669-3255	CHIP@hoffconstruction.com	PRIME
AARON BOUSSELOT	ICON	303-221-0802	abousselot@iconeng.com	ENGR.
RICK BECVORZIK	D&P CIVIL	970-532-5770	RICK@D&PCIVIL.COM	PRIME
Dawn Iwata	K.E.C.I. Colorado	303-791-3759	bids@kecico.com	PRIME
Zach Thenell	concrete Express	303-579-4844	zthenell@ceiconstructors.com	Prime
ED CALLEJO	TECHNOLOGY CONSTRUCTORS	3 / 431-2961	ed.tai@comcast.net	PRIME
Judson Kipp	NORTHOM CONSTRUCTION	970-291-9543	Judson Kipp @ STUDIO7NORTH.COM	PRIME

