

City of Scottsbluff, Nebraska

Monday, April 6, 2015

Regular Meeting

Item Consent6

Council to approve bid specifications for the Seal Coat Project and authorize the City Clerk to advertise for bids to be received by April 30, 2015 at 2:00 p.m.

Staff Contact: Mark Bohl, Public Works Director

Advertisement for Bids

2015 City of Scottsbluff Seal Coat Project

Owner: City of Scottsbluff, Nebraska

Address: 2525 Circle Drive, Scottsbluff, NE 69361

Sealed Bids for the 2015 Seal Coat Project for the City of Scottsbluff, will be received by Cindy Dickinson, City Clerk at City Hall, 2525 Circle Drive, Scottsbluff, Nebraska until 2:00 P.M., (Local Time) April 30th, 2015, and then at said office publicly opened and read aloud.

The Contract Documents may be examined at the following locations:

City of Scottsbluff
2525 Circle Drive
Scottsbluff, NE 69361

M.C. Schaff & Associates
818 South Beltline Highway East
Scottsbluff, NE 69361

Copies of the Contract Documents may be obtained at the office of M.C. Schaff & Associates located at 818 South Beltline Highway East, Scottsbluff, NE 69361 upon payment of \$25.00 for each set, none of which will be refunded.

Publish: April 10, 2015
 April 17, 2015
 April 24, 2015



HUB-Zone certified firm

SPECIFICATIONS, PROPOSAL AND CONTRACT FOR

City of Scottsbluff 2015 Seal Coat Project Scottsbluff, Nebraska

PREPARED FOR

City of Scottsbluff
2525 Circle Drive
Scottsbluff, NE 69361
Mark Bohl – Street Superintendent

PREPARED BY

MC Schaff & Associates, Inc
818 S Beltline Highway E
Scottsbluff, NE 69361
(308) 635-1926

PROJECT

RM150072-00

April 2015



Advertisement for Bids

2015 City of Scottsbluff Seal Coat Project

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BID FORM FOR CONSTRUCTION CONTRACTS

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

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Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

EJCDC C-410 Bid Form for Construction Contracts
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BID FORM

2015 City of Scottsbluff Seal Coat Project

Scottsbluff, Nebraska

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Scottsbluff
2525 Circle Drive
Scottsbluff, NE 69341

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."

- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
 - F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
 - G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
 - H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

City of Scottsbluff - 2015 Seal Coat Project

<u>Item</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Estimated Price</u>
1	Mobilization	1	LS	\$ _____	\$ _____
2	Single Layer RC-800R Asphalt with Stone Chip Seal Coat	680,000	SY	\$ _____	\$ _____
Total Items 1 Thru 2					\$ _____

Proposed Starting Date _____

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security in the form of a Bid Bond (EJCDC No. C-430) or Certified Check (circle type of security provided);
- B. List of Project References;

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____
(CORPORATE SEAL)

Attest _____

Date of Qualification to do business in NEBRASKA is ____/____/____.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address _____

Phone No. _____ **Fax No.** _____

E-mail _____

SUBMITTED on _____, 20____.

State Contractor License No. _____ *[If applicable]*

SPECIAL PROVISIONS

1. General

This project is needed to improve traffic flow and safety conditions for motorists utilizing city streets that incorporate residential and business areas in the City of Scottsbluff.

The maintenance of traffic in the project area, both through and local, is very important to the businesses in the project area as well as the City of Scottsbluff.

To satisfy the intent of the Owner to have this project completed by the accepted completion date, work shall be so scheduled to minimize inconvenience and disruption of access to residents during construction. Detours around all or part of the project area will be available with all maintenance of traffic and signage being the responsibility of the contractor.

CONSTRUCTION ON THE PROJECT SHALL BE COMPLETED BY SEPTEMBER 15, 2015. ONCE CONSTRUCTION HAS COMMENCED ALL WORK SHALL BE COMPLETED WITH OUT INTERUPPTION UNLESS APPROVED BY THE CITY. WORK SHALL BE BETWEEN THE HOURS OF 7A.M. TO 7P.M. MON-FRIDAY ONLY. HOWEVER, THE CITY MAY APPROVE WORK ON SATURDAYS UNDER CERTAIN CIRCUMSTANCES.

2. Successful Bidder's Submittal

The successful bidder after the award of contract will be required to submit in addition to the administrative forms and certifications, a detailed work schedule, traffic control schedule, and business access plan. The submitted plan must be reviewed and approved by the Owner. **A preconstruction meeting shall be held with the Contractor, Owner and Engineer prior to commencement of construction.**

3. Project Quantities

The quantities have been determined by field measurements and are an estimation only. The Owner has set a budget between \$1,800,000 and \$2,000,000 and reserves the right to adjust quantities to maximize the use of the predetermined budget. Streets may be added or subtracted at the discretion of the Owner.

4. Traffic Control

A. Traffic Control Signage in Construction Area

This work shall include the preparation of a traffic control plan for various phases of work. The plan is to be prepared by the contractor and submitted to the Engineer for review and acceptance. The plan must conform to the latest edition of the Manual on Uniform Traffic Control

Devices (MUTCD) and Section 422 of the 2007 edition of the NDOR Standard Specifications for Highway Construction.

This item shall include furnishing, maintaining, and removing the temporary control devices described in the contractor's accepted traffic control plan.

B. Detour Signs

This item shall include all work, materials, equipment, and labor and all incidental work necessary to furnish, install and maintain detour signs of the size, type, and lettering shown on the plans or specified in MUTCD and NDOR Standard Specifications for Highway Construction (2007).

Payment for this item shall be included in the Mobilization Pay Item. No additional payment will be made for Traffic Control.

5. Protection of Existing Utility Services

The Contractor shall protect all existing utility services and shall replace any damaged utility at his own expense. The Contractor will also be responsible for coordinating all utility relocation work with the appropriate utility company during the construction process.

6. Definition of Terms (Standard NDOR Specifications)

Department – City of Scottsbluff or Project Engineer

NDR Central Laboratory – Panhandle Geotechnical and Environmental

NDR Materials and Test Division – Panhandle Geotechnical and Environmental