



1309 Elkhorn Drive  
Vail, Colorado 81657  
vailgov.com

**Public Works/Transportation Department**  
970.479.2158  
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### INVITATION FOR BIDS

**PROJECT:** 2017 Vail Overlay

**LOCATION:** Vail, Colorado 81657

**BY:** Town of Vail  
Chad Salli, PE  
Project Engineer  
Department Public Works/Transportation  
1309 Elkhorn Drive  
Vail, Colorado 81657  
(970) 479-2169

### CONTRACT DRAWINGS AND SPECIFICATIONS

Drawings and specifications can be obtained from the Town of Vail by contact Chad Salli at [csalli@vailgov.com](mailto:csalli@vailgov.com).

### BRIEF DESCRIPTION OF WORK

A 1.5" mill and asphalt overlay on Bighorn Road, approximately 3,800 Tons asphalt.

### BID SUBMITTAL

Bids for the work described herein will be received until **3:00 p.m.** prevailing time at the above office on **Thursday, April 20, 2017**, and at that time opened. All bids must be enclosed in a sealed envelope plainly marked "**2017 Vail Overlay**". Any bids received after the above specified time will be immediately returned to the Bidder unopened.

### BID GUARANTEE

Submit with Bid in the amount of 5 percent unqualified for the total bid. Included with the Contract Documents is a Bid Bond form to be used by all Bidders not submitting a cashiers check or certified check.

### NO PRE-BID MEETING

The Public Works Department will not be scheduling a pre-bid meeting, but we will schedule time to meet with you if your company would like.

### REQUIREMENTS OF THE SUCCESSFUL BIDDER

Successful Bidder will be required to execute the Agreement Forms, furnish 100% Performance and Payment Bonds and Certificates of Insurance in accordance with the requirements stated in the General Conditions.

### SCHEDULE OF WORK

The successful bidder on this project shall commence work under this contract starting on September 5, 2017 and complete the project by September 22, 2017.

## Instructions to Bidders

- 1.0 Bidders may obtain Drawings and Specifications for the Project on **March 15, 2017 after 1:00pm** via the Town of Vail in electronic PDF format. Bidders can contact Chad Salli at [csalli@vailgov.com](mailto:csalli@vailgov.com) to obtain Drawing and Specifications. Bidders must print their own copies. Please provide name, company name, address, phone number, email address and trade in the body of the email.
- 1.1 Printed copies are not available. It is the Bidder's responsibility to assure that it has a complete set of the Bid Documents. General contractors are responsible for assuring that their subcontractors and suppliers receive the Bid Documents and Addenda thereto.
- 1.2 Bidders shall carefully examine the Contract Documents and the construction site to obtain first hand knowledge of existing conditions, surrounding areas, and local conditions.
- 1.3 All questions regarding the Bid and the Contract Documents shall be addressed in writing via email, to:  
Chad Salli  
[csalli@vailgov.com](mailto:csalli@vailgov.com)
- 1.4 The final date for questions will be **April 14, 2017 at 2:00pm**. Replies will be issued only by Addenda. Only answers to questions answered by formal Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Addenda will be posted on the Town of Vail website in electronic PDF format for all parties having received the Bid Documents. No Addenda will be issued later than **April 17, 2017**, except for an addendum, if necessary, postponing the Bid date or withdrawing the Invitation for Bids.
- 1.5 Bids may be disqualified at any time upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder.
- 1.6 A "Bid" is a responsive, conforming, unconditional, complete, legible, and properly executed offer by a Bidder on the form supplied by the Town to provide the Work specified in the Request for Bids for the compensation specified.
- 1.7 Bids shall be contained within a sealed envelope clearly marked with the project name, Bidder's name and contact person, mailing address, and telephone number of the Bidder.
- 1.8 The following information shall be submitted with the Bid as provided in the Bid Documents, and printed by the Bidder in exact form provided in the Bid Documents.:
  - 1.8.1 Completed Bid Form.

- 1.8.2 Complete Bid Schedule.
- 1.8.3 Completed Bidders Qualifications Statement.
- 1.8.4 Bid Bond.
- 1.8.5 The names and resumes of key staff personnel who will be assigned to the Work;
- 1.8.6 A complete graphical representation of the proposed scope of Work and schedule, including all relevant activities and critical milestones. Any alternatives included in the Bid Schedule shall be included as separate Work items to identify the change in project duration as a result of the requested alternatives.
- 1.8.7 The names and addresses of any subcontractors who will be hired for the Work.
- 1.9 It shall be the responsibility of the Bidder to ensure that the Bid is in proper form and in the Town's possession by or before the designated time and date. Bids will not be accepted after the designated time and date, as defined by the clock at the place of Bid opening. Any Bid received late will be returned to the Bidder unopened, if possible.
- 1.10 The Town of Vail Building Department will issue a construction permit for the Project. All Town Building Permit fees will be paid by the Town. The contractor's licensing fee with the Town shall be paid by Contractor.
- 1.11 This Project is Tax Exempt. No Bid shall include federal excise taxes or state or local sales or use taxes. The Town's Tax Exempt Indemnification number is 98-02395.
- 1.12 If a mistake is made or discovered during or after the Bid review, the Town reserves the right to determine which party made the mistake and whether the mistake is material and, after these determinations, the Town, in its sole reasonable discretion, shall decide whether to accept or reject the Bid. No advantage shall be taken by any party of manifest clerical errors or omissions in any Bid or the Contract Documents. Bidders shall notify the Town immediately of any errors or omissions that are encountered.
- 1.13 Any interlineation, alteration, or erasure shall be initialed by the Bidder. In the case of conflict between the indicated sum of any addition of figures and the correct sum, the correct sum shall control.
- 1.14 The Town shall not reimburse any Bidder for any cost incurred in preparing a Bid or attending equipment demonstrations, inspections, pre-Bid conferences, or interviews.
- 1.15 Any amplification, clarification, explanation, interpretation, or correction of the Bid Documents prior to the Bid shall be made only by written addendum(s), and a copy of the addendum(s) shall be made available to the prospective bidders. The Town is not responsible for any amplification, clarification, explanation, or interpretation or correction of a Bid not contained in written addenda. The Town is not responsible for failure of any Bidder to receive any addenda, it is the responsibility of the prospective bidders to confirm that they have all addenda.
- 1.16 Bids by corporations shall be executed in the corporate name by the president or a vice-president (or a corporate officer accompanied by evidence of authority to sign), and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown. Bids by partnerships shall be executed in the partnership name and

signed by a partner, and the legal address of the partnership shall be shown. Bids by limited liability companies shall be executed in the company's name and signed by a member, and the legal address of the company shall be shown. Names and titles shall be typed or printed below each signature.

- 1.17 The submission of a Bid shall be conclusive evidence and a legal admission that the Bidder: (1) has no questions, complaints, or objections in connection with the Contract Documents, subject to any requests made by the Bidder for amplification, clarification, explanation, interpretation, or correction; (2) has no questions, complaints, or objections as to the completeness, sufficiency, scope, or detail of the Bid; (3) has full knowledge of the scope, nature, quality, and quantity of the equipment to be provided, the performance criteria, the requirements of the Contract Documents, the site and conditions of delivery, the Vail Town Code, and other applicable law; (4) has complied with all requirements of the Bid and Contract Documents; (5) and that the Bid and Contract Documents provide, without limitations, sufficient scope and detail to allow for the complete construction of the desired Project with complete and finished operable systems.
- 1.18 The Contract will be awarded to the lowest responsible and responsive Bidder complying with the terms and conditions, guidelines, and specifications presented in the Request for Bids and these Instructions to Bidders. The Town reserves the right to determine, in its sole reasonable discretion, whether any Bid meets the needs or purposes intended and is within the approved budget. The Town does not base its award on prices alone. Also to be considered are: quality of product; past experience with the Bidder or any subcontractors, consultants, products or suppliers; qualifications of the Bidder and/or subcontractors or suppliers; services offered; warranties; maintenance considerations; long-range costs; schedule and delivery; and similar conditions.
- 1.19 The Town reserves the right to conduct such investigations as it deems necessary to assist in the evaluation of any Bid to establish the experience, responsibility, reliability, references, reputation, qualifications, or financial ability of any Bidder, manufacturer or supplier. The purpose of such investigation is to satisfy the Town that the Bidder has the experience, resources, and commercial reputation necessary to supply the specified equipment and to perform the necessary warranty and product support in accordance with the Contract Documents in the prescribed manner and time.
- 1.20 The Town reserves the right, if it deems such action to be in its best interests, to reject any and all Bids or to waive any irregularities or informalities therein. Any incomplete, false, or misleading information provided by any Bidder shall be grounds for rejection of the Bid. If Bids are rejected, the Town further reserves the right to investigate and accept the next best Bid in order of ranking, or to reject all Bids and re-solicit for additional Bids.
- 1.21 In the event of any claim, suit, or demand which may result from any Bid, or the award of any contract as a result of submission of a Bid, Colorado law shall govern.
- 1.22 All parts not specifically mentioned which are necessary in order to provide a complete unit shall be included in the Bid. Any item listed as "Standard" in the manufacturer's published specification, furnished by the Bidder, is assumed to be included in the Bid. Any variations shall be outlined in writing, noting cost factors where applicable.
- 1.23 All labor, material, tools, supplies, equipment, supervision, coordination, and all incidentals required to provide the complete improvements and complete operable systems as indicated in the Contract Documents shall be included in the Bid.
- 1.24 The submission of a Bid implies the required warranty for all installed components of the design, and compatibility of said components with adjacent surfaces and materials. Each Bid shall include a statement of standard warranty of the manufacturer,

- 1.25 Bids shall be in accordance with the specifications contained in the attached Contract Documents. Should any requirement in the specifications not be included in manufacturer's specification sheets, the Bidder shall include with its Bid a statement of compliance. Failure to do so shall be grounds for disqualification of the Bid.
- 1.26 The Town requires a Bid Bond in the form of a corporate surety bond in the amount of five percent (5%) of the total Bid amount before the Town can accept and consider any Bid. Upon award, such Bid Bonds shall be returned to the unsuccessful Bidder(s). For the successful Bidder, the Bid Bond will be returned upon receipt of the required Payment Bond and Performance Bond, in the full amount of the Contract Price.
- 1.27 A Bid is prepared at the Bidder's expense and becomes Town property and is therefore a public record upon opening by the Town. No Bid may be withdrawn for a period of sixty (60) days after the deadline for Bids.
- 1.28 If the Bidder takes exception to any requirements or component of the Bid and Contract Documents, a written letter of exceptions with explanations shall be provided with the Bid. Any exception to the Bid and Contract Documents is grounds for disqualification, at the sole discretion of the Town.
- 1.29 The project is scheduled between September 5, 2017 and September 22, 2017. Contractor shall notify the Engineer of a minimum of 5 working days in advance of start of construction.. The contractor shall schedule the work so that no planed or recycled surface is left without resurfacing for more than 4 calendar days.
- 1.30 Contractor shall be responsible for providing water as necessary to complete the project. Water will not be available for contractor use at the Town of Vail's Public Works Facility.