

Request for Proposal



Town of Grand Lake

Asphalt Repair Projects
Grand Lake, Colorado 80447

Responses Due: August 21st, 2023, by 2 p.m.

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Invitation To Propose

Electronic Proposals will be received by the Town of Grand Lake (the “Town”) through the Rocky Mountain E-Purchasing System (“RMEPS”), until **2:00 p.m.**, local time (MST), **August 21st, 2023** for the **Town of Grand Lake Asphalt Repair Projects**. Proposals will be time-stamped by RMEPS upon receipt.

Proposal Submittals: All bids and questions must be submitted electronically using the portal at <https://www.bidnetdirect.com/townofgrandlake>

The required Proposal documents must be received in the RMEPS submission portal on or before the Proposal due date and time. **Hardcopy submittals will not be accepted.** It is the Bidder’s sole responsibility to ensure all required Proposal documents are submitted through RMEPS by the submission deadline. RMEPS does not allow for uploading Proposal documents after the Proposal due date and time has closed.

Proposals will be time-stamped by RMEPS upon receipt. After uploading proposal documents, **Bidders must click the SUBMIT button.** The Town will not accept uploads that are “saved” but not “submitted”. To verify that a Proposal has been submitted successfully, Bidders may contact BidNet Support or verify, via the Bid Management tab in Bidder’s account, that the documents are not in “Draft” status. The Town does not have access to or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline at **800-835-4603**.

All questions related to this bid should be submitted through the RMEPS website by **5:00 pm** local time, on **August 16th, 2023**. All answers to questions received will be listed in a formal addendum (if needed), by **August 18th, 2023**.

The Town assumes no responsibility for payment of any expenses incurred by any respondent to this Invitation to Bid. The Town of Grand Lake is an Equal Opportunity Employer.

Dated this 2th day of August, 2023. TOWN OF GRAND LAKE, COLORADO

Project Purpose and General Background

Purpose

The Town of Grand Lake Public Works is soliciting competitive bids from qualified and interested companies for Asphalt Repair Projects in, Grand Lake, Colorado, All dimensions and scope of work should be verified by Contractors prior to submission of bids. All work to be completed by the October 1st 2023.

All questions related to this bid should be submitted through the RMEPS website by **5:00 pm** local time, on **August 16th, 2023**. All answers to questions received will be listed in a formal addendum (if needed), by **August 18th, 2023**. <https://www.bidnetdirect.com/townofgrandlake>

Scope of Work

Site and Project Descriptions

There will be 5 total sites within the Town of Grand Lake which require bids, and bids may be submitted separately or as a whole. All sites to be completed by October 1st, 2023

- The first site will be from Hwy 34 west on Lake Ave. Approximately 4,600sq feet of road. The Town requires bidders to provide milling or removal and resurfacing with pavement. Millings will have to be hauled to Town property on center drive.
- The second site will be at the intersection of Lake Ave, Cairns Ave, and Vine St. approximately 11,400 sq feet. The Town requires bidders to provide milling or removal and resurfacing with pavement.
- The third site will be on Grand Ave east of Vine in front of 801 Grand Ave as marked with white paint, for approximately 1,400 sq feet. The Town requires bidders to provide milling or removal and resurfacing with pavement.
- The fourth site will be in the alley behind 900-920 Grand Ave 16' wide, which is approximately 3,400 sq feet. Area Marked with white paint. The Town requires bidders to provide milling or removal and resurfacing with pavement.
- The fifth site will be at the intersection of N Inlet Rd and W Portal Rd area marked white paint approximately 3,200 Sq Feet. The Town requires bidders to provide milling or removal and resurfacing with pavement.

Codes and Code Compliance

Bidder is required to comply with Town of Grand Lake municipal codes set by the Town and Board of Trustees. Code review and compliance is subject to Town procedures and protocols.

Submittal and Evaluation Criteria

All submitted Bids shall be signed by the Bidder and must include:

- Bidder's contact name
- Business name
- Address and telephone number.
- Authorized signature and date
- Project Understanding and Approach
 1. Understanding of the project
 2. Ability to perform all aspects of the project.
 3. Ability to meet schedules within budget.
- Similar Experience
 1. List of clients (2-5) for whom similar work has been done. Include contact name and phone number.
 2. Relevant recent experience in comparable projects
- Qualifications
 3. Company resources
- Fees

The proposal shall include a fee proposal with the following information in a **separate file**:

 1. Total cost for all 5 projects in lump sum
 2. Lump sum for each project
 3. Itemized material take-off pricing
 4. An hourly rate fee schedule.

All Bids must be submitted electronically using the portal at <https://www.bidnetdirect.com/townofgrandlake>.

Please Note: Addenda may be issued and will be posted online at <https://www.bidnetdirect.com/townofgrandlake>. Bidders shall ensure all addenda issued are acknowledged and responses thereto submitted along with the required Bid Documents. Failure to submit such responses may result in disqualification of the respective Bid.

The RMPES website offers both “free” and “paying” registration options that allow for full access of the Town’s documents and for electronic submission. (Note: “free” registration may take up to 24 hours to process. Please plan accordingly.)

The Town does not guarantee accurate information obtained from sources other than RMEPS.

Evaluation and Selection Process

The Town of Grand Lake will review all proposals submitted based on qualifications and approach. Upon review, Staff will prepare a short-list of companies. The Town, in its discretion, may award the Contract to the responsible and responsive proposer submitting the proposal which is deemed to be the most advantageous to the Town, price and other factors being considered. The following are the evaluation criteria the Town will consider in determining which proposal is most advantageous to the Town:

A contractor will be selected by the Town Board of Trustees for the purpose of negotiating a contract. If a satisfactory contract cannot be negotiated with that contractor, the Town shall formally end negotiations with that contractor and select the next most favored provider and attempt to negotiate with that contractor.

*The Town reserves the right to reject the Bid of any Offeror who does not pass any evaluation to the Owner's satisfaction.

The attached sample Professional Services Agreement will be used by the Town as the contract document for the work. By submitting a Proposal, you accept the terms of this Agreement as stated. Any deviations from this Agreement must be requested in your submitted Proposal.

Agreement For Professional Services

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this _____ day of _____, 2023 (the "Effective Date"), by and between the Town of Grand Lake, a Colorado municipal corporation with an address of 1026 Park Avenue, P.O. Box 99, Grand Lake, Colorado 80447, (the "Town"), and _____, with a principal place of business at _____ ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

WHEREAS, Contractor has held itself out to the Town as having the requisite expertise and experience to perform the required professional services.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. SCOPE OF SERVICES

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services above.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date, and shall continue until contractor completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor _____. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Contractor may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

IV. PROFESSIONAL RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professionals in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

B. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Because the Town has hired Contractor for its professional expertise, Contractor agrees not to employ subcontractors to perform any work except as expressly set forth in the Scope of Services.

D. Contractor shall at all times comply with all applicable law, including without limitation all current and future federal, state and local statutes, regulations, ordinances and rules relating to: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; and the protection of human health, safety or the indoor or outdoor environmental, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, *et seq.* ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.* ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. § 2601, *et seq.*; the Clean Water Act, 33 U.S.C. § 1251, *et seq.*; the Clean Air Act; the Federal Water Pollution Control Act; the Occupational Safety and Health Act; all applicable environmental statutes of the State of Colorado; and all other federal, state or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

V. OWNERSHIP

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor.

VI. Contractor

Notwithstanding any other provision of this Agreement, all personnel assigned by contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of contractor for all purposes. Contractor shall make no representation that it

is a Town employee for any purposes.

VII. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.
2. Commercial General Liability insurance with minimum combined single limits of \$387,000 each occurrence and \$1,093,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.
3. Professional liability insurance with minimum limits of \$387,000 each claim and \$1,093,000 general aggregate.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

VIII. INDEMNIFICATION

A. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of contractor, any subcontractor of contractor, or any officer, employee, representative, or agent of contractor, or which arise out of a worker's compensation claim of any employee of contractor or of any employee of any subcontractor of contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to contractor, any subcontractor of

Contractor, or any officer, employee, representative, or agent of contractor or of any subcontractor of contractor.

B. If Contractor is providing architectural, Engineering, surveying or other design services under this Agreement, the extent of contractor's obligation to indemnify and hold harmless the Town may be determined only after contractors' liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. ILLEGAL ALIENS

A. Certification. By entering into this Agreement, contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement.

B. Prohibited Acts. contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement, or enter into a contract with a subcontractor that fails to certify to contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

1. If contractor has employees, contractor has confirmed the employment eligibility of all employees who are newly hired to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

2. Contractor shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under this Agreement, contractor shall: notify the subcontractor and the Town within 3 days that contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under this Agreement; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection 1 hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under this Agreement; except that contractor shall not terminate the subcontract if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under this Agreement.

D. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that contractor is complying with the terms of this Agreement.

E. Affidavits. If contractor does not have employees, contractor shall sign the "No Employee Affidavit" attached hereto. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, contractor shall sign the "Department Program Affidavit" attached hereto.

X. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Weld County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

E. Notice. Any notice under this Agreement shall be in writing, and shall be deemed.

sufficient when directly presented or sent pre-paid, first-class United States Mail to the Party at the address set forth on the first page of this Agreement.

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Agreement may only be modified upon written agreement of the Parties.

H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

I. Governmental Immunity. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

L. Force Majeure. No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, storms, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**TOWN OF GRAND LAKE,
COLORADO**

Stephen Kudron, Mayor

ATTEST:

Jennifer Thompson, Town Clerk

CONTRACTOR

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this day of _____, 2022, by _____ as _____ of _____.

My commission expires:

(S E A L)

Notary Public

NO EMPLOYEE AFFIDAVIT

[To be completed only if Contractor has no employees]

1. Check and complete one:

I, _____, am a sole proprietor doing business as _____ . I do not currently employ any individuals. Should I employ any employees during the term of my Agreement with the Town of Grand Lake (the "Town"), I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

I, _____, am the sole owner/member/shareholder of _____, a _____ [specify type of entity – *i.e.*, corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the Town, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

I am a United States citizen or legal permanent resident.

The Town must verify this statement by reviewing one of the following items:

- *A valid Colorado driver's license or a Colorado identification card;*
- *A United States military card or a military dependent's identification card;*
- *A United States Coast Guard Merchant Mariner card;*
- *A Native American tribal document;*
- *In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card; or*
- *Any other documents or combination of documents listed in the Town's "Acceptable Documents for Lawful Presence Verification" chart that prove both Contractor's citizenship/lawful presence and identity.*

OR

I am otherwise lawfully present in the United States pursuant to federal law.

Contractor must verify this statement through the federal Systematic Alien Verification of Entitlement ("SAVE") program, and provide such verification to the Town.

Signature

Date

DEPARTMENT PROGRAM AFFIDAVIT

[To be completed only if Contractor participates in the Department of Labor Lawful Presence Verification Program]

I, _____, as a public Contractor under contract with the Town of Grand Lake (the "Town"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Agreement") with the Town within 20 days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Agreement; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Agreement.

Signature

Date

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this _____ day of _____, 2022, by _____ as _____ of _____.

My commission expires:

(S E A L)

Notary Public