

## CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Parks and Recreation	Diesel Post - Parks and Recreation Director	7/5/22

## **ITEM**

Consent Agenda

Council Action - Approve entering into a contract with Avalanche Excavation upon legal team review.

## <u>BACKGROUND</u>

A SHSAC hot water line replacement was approved in the 2023 budget. Upon approval, staff issued an RFP and received 1 bid from Avalanche Excavation for \$269,608.90. Please reference the attached Memo from Crabtree Engineering for further background.

## FISCAL NOTE

Contract total:	\$269,608.90	
Contingency	\$40,441.34	
Construction management	\$13,480.45	
Materials testing	\$13,480.45	
Expense Total:	\$337,011.14	

## STAFF RECOMMENDATION

To approve entering into a contract with Avalanche Excavation Inc. for construction services for the amount of \$269,608.90 and a project total of \$337,011.14.

## SUGGESTED MOTION

A Council person should move to "combine and approve the items on the consent agenda."



## **MEMO**

To: Diesel Post

From: Tracy L. Vandaveer P.E.

CC:

Date: 5/10/2023

Re: Hot Water Line Replacement Bid Opening

Contractor Bids for the Poncha Pedestrian Crossing project er opened at the Town of Poncha Springs town hall at 9:00 am on May 5<sup>th</sup>, 2023. There was only one bid received from Avalanche Excavation Inc., as follows:

Bidder	Base Bid	Bid Alternate A	Bid Total
Avalanche Excavation Inc.	\$ 276,101.95	\$ 159,178.10	\$471,780.05

In reviewing the Bid, some arithmetic errors were discovered, creating a discrepancy between the Unit Costs and Bid Totals. The engineered worked with the bidder to correct the errors, with the corrected Bid amounts as follows:

	Bid Opening Amount	Corrected Total	Difference
Base Bid.	\$ 276,101.95	\$ 269,608.90	\$ (6,493.05)
Base Alternate A	\$ 159,178.10	\$ 159,178.10	\$ -
Totals	\$ 471,780.05	\$ 465,287.00	\$ (6,493.05)

In addition to the Contractors Bid, there will be additional costs to the Town should they proceed with the project, as estimated below:

	Base Bid	A	Bid Alternate A	Combine Total
Contractors Bid	\$ 269,608.90	\$	159,178.10	\$ 428,787.00
Construction Management	\$ 13,480.45	\$	7,958.91	\$ 21,439.35
QA Testing	\$ 13,480.45	\$	7,958.91	\$ 21,439.35
Change Orders	\$ 40,441.34	\$	23,876.72	\$ 64,318.05
Totals	\$ 337,011.14	\$	198,972.64	\$ 535,983.75

The City Council may elect to award the Base Bid only, or both the Base Bid and Bid Alternate A. Crabtree Goup Inc's recommendation is to award the Bid to Avalanche Excavation Inc., with approved expenditures of \$337,011.14 if only the Base Bid is awarded, or approved expenditures of \$535,983.75 if they choose to award both the Base Bid and Bid Alternate.

Attch: Contractor's Original Bid

Contractor's Revised Bid Tab

#### **Bid Form**

#### **ARTICLE 1 - BID RECIPIENT**

- 1.01 This Bid is submitted to: City of Salida
- 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, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum, Date	7	11/27/22 14
4	May 1, 23 SH	3	4/27/23 14
5	may 1, 23 IH		
	may 4/23 2H		
2	4127123 24		

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself 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 adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; 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 any 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; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price 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 confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### 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;
- 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;
  - "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
  - "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 e execution of the Contract.

#### ARTICLE 5 - BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the unit price(s) in "Exhibit A": Note: Bidder to fill out Bid Tab labeled "Exhibit A" Attached to back of Bid Form & Sign, as well as fill out Total Bid Price on this form & sign.

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) 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.

Total of I	ump Sum and	<b>Unit Price Bids</b>	= Total Bid Price	\$ 47	1,780.	05	
Fourhundred	Seventy Or	wthousand	Swenhundred	Eighty	dollars	and five	Conts
1 Out Meet							

#### 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 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

## **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;
  - B. List of Proposed Subcontractors;
  - C. List of Proposed Suppliers;
  - D. List of Project References;
  - Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
  - Evidence of Bidder is registered with the Colorado Secretary of State in good standing;
  - G. Required Bidder Qualification Statement with supporting data; and

#### **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**

BIDDER: [Indicate correct name of bidding entity]
Avalanche Excavating, Inc.
By: [Signature] Jun Hersch
[Printed name] Len Levsch  (If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest: [Signature] Lantha Hapl
[Printed name] Tabitha Hapl
Title: Office Manager
Submittal Date: 5 4 2023
Address for giving notices:
7200ak.St.
Salida, Co. 81201
Telephone Number: 719-539-8663
Fax Number:
Contact Name and e-mail address: Tabi+hatapl
avalanche red Canyon Sales @ gmail.com
Bidder's License No.:  (where applicable)
NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

# Bid Form - 2023 Hot Water Line Replacement Project: 22005

Base Bio

Item	Item Description	Unit	Quantity	Material	Labor	Uni	t Cost	Total
			Qty.	Cost	Cost			
,16	Saw cut Exsisting Asphalt Paving	LF	134	\$1.75	\$2.50	\$	4.25	\$ 569.50
2	Remove and Dispose of exsisting Paving	SF	749	\$1.20	\$2.70	\$	3.90	\$ 2,921.10
3	Remove and Dispose of Curb and Gutter	LF	139	\$4.35	\$4.10	\$	8.40	\$ 1,167.60
4	Connect to 6" DIP Waterline	EA	1	\$6,300.00	\$2,000.00	\$	8,300.00	\$ 8,300.00
5	Furnish and Install 6" Insulated DIP HDPE Pipe	LF	975	\$97.00	\$81.00	\$	178.00	\$ 173,550.00
6	Furnish and Install thrust block	EA	3	\$250.00	\$108.00	\$	358.00	\$ 1,074.00
7	Furnish and Install 6' flat top Manhole	EA	1	\$4,000.00	\$3,800.00	\$	7,800.00	\$ 7,800.00
8	Furnish and Install 6"x 45 degree bend	EA	2	\$550.00	\$225.00	\$	775.00	\$ 1,550.00
9	Furnish and Install 6" x 90 degree bend	EA	1	\$225.00	\$550.00	\$	775.00	\$ 775.00
10	Furnish and Install asphalt patch per City of Salida Spec	SF	749	\$2.50	\$2.25	\$	4.75	\$ 3,557.75
11	Replace Curb and Gutter	LF	139	\$40.00	\$43.00	\$	83.00	\$ 11,537.00
12	Connect to exsisting 6" DIP outside the concrete vault	LS	1	\$5,000.00	\$2,800.00	\$	7,800.00	\$ 7,800.00
13	Route new Hot Water line through Exsisting 16" Steel Casing	LS	1	\$9,000.00	\$3,500.00	\$	12,500.00	\$ 12,500.00
14	Costruct Dewatering	Day		\$80.00	\$70.00	\$	150.00	
						Su	btotal	\$ 233,101.95
	Misc Construction Construction Cost for Base Bid							
15	Bonding	LS	1	\$6,000.00	\$500.00	\$	6,500.00	\$ 6,500.00
16	Construction Survey	LS	1	\$3,000.00	\$5,000.00	\$	8,000.00	\$ 8,000.00
17	Storm Water Management	LS	1	\$3,800.00	\$3,200.00	\$	7,000.00	\$ 7,000.00
18	Traffic Control	LS	1	\$9,000.00	\$6,000.00	\$	15,000.00	\$ 21,500.00
						Su	btotal	\$ 43,000.00
						Bas	e Total	\$ 276,101.95
	Bid Alternate A							
1	Saw Cut Asphalt Paving	LF	32	\$ 1.75	\$ 2.50	\$	4.25	\$ 136.00
2	Remove and Dispose of Exsisting Asphalt Paving	SF	129	\$ 1.20	\$ 2.70	\$	3.90	\$ 503.10
3	Remove and Dispose of Curb and Gutter	LF	0	\$ 4.30	\$ 4.10	\$	8.40	\$ -
4	Connect to Exsisting 6" DIP Water Line	EA	1	\$ 6,300.00	\$ 2,000.00	\$	8,300.00	\$ 8,300.00
5	Furnish and Install 6" Insulated DR-11 HDPE Pipe	LF	793	\$ 97.00	\$ 81.00	\$	178.00	\$ 141,154.00
6	Furnish and Install "Thrust Block"	EA	1	\$ 250.00	\$ 108.00	\$	358.00	\$ 358.00

7	Furnish and Install 6' Diameter Flat Top Manhole	EA	1	\$ 4,000.00	\$ 3,800.00	\$	7,800.00	\$	7,800.00
8	Furnish and Install 6" x 45 degree Bend	EA	0	\$ 550.00	\$ 225.00	\$	775.00	\$	-
9	Furnish and Install 6" X 90 degree Bend	EA	1	\$ 225.00	\$ 550.00	\$	775.00	\$	775.00
10	Furnish and Install Asphalt patch per City of Salida Specs	SF	32	\$ 2.50	\$ 2.25	\$	4.75	\$	152.00
11	Replace Curb & Gutter	LF	0	\$ 40.00	\$ 43.00	\$	83.00	\$	-
12	Connect to Exsisting 6" DIP Water Line outside the Exsisting Concrete	LS	0	\$ 5,000.00	\$ 2,800.00	\$	7,800.00	\$	-
13	Route New Hot Waterline through Exsisting 16" Con Vault	LS	0	\$ 9,000.00	\$ 3,500.00	\$	12,500.00	\$	-
14	Construction Dewatering	Day		\$ 80.00	\$ 70.00	\$	150.00	\$	-
				**************************************			Subtotal	\$	159,178.10
	Misc Construction Construction Cost for Bid Alt A								
15	Bonding	LS	1	\$ 6,000.00	500	\$	6,500.00	\$	6,500.00
16	Construction Survey	LS	1	\$ 3,000.00	5,000	\$	8,000.00	\$	8,000.00
17	Storm Water Management	LS	1	\$ 3,800.00	 3,200	\$	7,000.00	\$	7,000.00
18	Traffic Control	LS	1	\$ 9,000.00	 6,000	\$	15,000.00	\$	15,000.00
							Subtotal	\$	36,500.00
							ALT A TOTAL	\$	195,678.10
	CONSTRUCTION BID TOTAL					-		S	471,780.05

Four hundred, Seventy One thousand, Sevenhundred, Eighty dollars and five Cents Total Written in Words

Avalanche Excavating, Inc.

Bid Date: 05/05/23

720 Oak St., Salida CO 81201

719-539-8336

Signature of Bidder

## **BID BOND**

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):		
Avalanche Excavating, Inc.		
720 Oak Street		
Salida, CO 81201		
SURETY (Name, and Address of Principal Place of Busi RLI Insurance Company 9025 N. Lindbergh Drive Peoria, IL 61615	iness):	
OWNER (Name and Address):		
City of Salida, The Touber Building 448 E. First Street, STE 112 Salida, CO 81201		
BID		
Bid Due Date: May 5, 2023  Description (Project Name— Include Location): 2	2023 Hot	Water Line Replacement, Project #22005, Salida CC
BOND		
Bond Number: Bid Bond		
Date: April 26, 2023		
Penal sum Five Percent of the Total Amount Bi	d	\$5%
(Words)		(Figures)
Surety and Bidder, intending to be legally bound here	by, subje	ct to the terms set forth below, do each cause
this Bid Bond to be duly executed by an authorized of	ficer, age	nt, or representative.
BIDDER	SURETY	ANGE C
Avalanche Excavating, Inc. (Seal)	RLI Inst	urance Company (Seal)
Bidder's Name and Corporate Seal	Surety's	s Name and Corporate Seal
By: Len Hersch	_ By:	Mallergrown
Signature		Signature (Attach Power of Attorney)
Ken Herch		- Sammann
- Trun (USC)	_	Sarah C. Brown
Print Name		Print Name
President	_	Attorney-in-Fact
Title		Title
Attest: Tabutha Hapl	_ Attest:	Milhi
Signature		Signature J. Rini
Title Office Manager		Title Surety Witness
Note: Addresses are to be used for giving any requirea	l notice.	
Provide execution by any additional parties, such as jo	oint ventu	rers, if necessary.
EJCDC® C-430, Bid Bond (Pena	al Sum Form	Published 2012
Prepared by the Engineers Joint	Contract Doc	uments Committee.

Page 1 of 2

- 1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
- 2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
- 3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
- 4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
- 5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
- 6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
- 7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
- 8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
- 9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
- 10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
- 11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

# **POWER OF ATTORNEY**

## RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615 Phone: 800-645-2402

## Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

its true and lawful Agent(s) and Attorney(s) in Fact, with deliver for and on its behalf as Surety, in general, any and al Twenty Five Million  Dollar Shall be as binding upon the Company as if such bond had been company, as applicable, have each further certified that the ectors of each such corporation, and is now in force, to-wit:  of the corporation shall be executed in the corporate name of or any Vice President, or by such other officers as the Board y, any Assistant Secretary, or the Treasurer may appoint or undertakings in the name of the Company. The corporate wers of Attorney or other obligations of the corporation. The le."
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ors Bonding and Insurance Company, as applicable, have with its corporate seal affixed this <u>18th</u> day of I Insurance Company
B. A. W
Barton W. Davis Vice President
CERTIFICATE
the undersigned officer of RLI Insurance Company and/or tractors Bonding and Insurance Company, do hereby certify the attached Power of Attorney is in full force and effect and is vocable; and furthermore, that the Resolution of the Company as forth in the Power of Attorney, is now in force. In testimony treof, I have hereunto set my hand and the seal of the RLI Irrance Company and/or Contractors Bonding and Insurance mpany this26th day of,2023
Insurance Company tractors Bonding and Insurance Company
t rt



# ADDENDUM No. 1

Issued: 4/26/2023

Re: 2023 Hot Water Line Replacement

To: Prospective Bidders

From: Crabtree Group Inc.

325 D Street Salida, CO 81201

This addendum forms a part of the Contract Documents and modifies the original Bidding Document dated 4/3/2023. Acknowledge receipt of this Addendum by signing the bottom and including it with the bid. Failure to do so may subject the Bidder to disqualification.

## I. CLARIFICATIONS:

Below is a list of questions that have been received, followed by the response:

No	Question/Answer	Question Date
Q1	Question: Water line and Addendum  Both pipes will not fit in the sleeve, do you want the wye before or after the vault?  Will there be an addendum on the dewatering for Alt A?	04/26/2023
	Answer: The existence of the sleeve is based on information provided by the City of Salida Public	
	Works crews. There is some question as to if the existing ductile iron pipe utilizes the sleeve under	
	Holeman. A decision on exact wye location will be determined once the contractor has exposed the	
	existing sleeve so the condition can be assessed. If new pipe can be installed without impacting the	
	existing line, the new pipe will utilize the sleeve and the wye will be installed at the vault (±Sta. 18+67).	
	If the existing pipe utilizes the sleeve, it will be replaced with the new pipe utilizing the sleeve. In that	
	case, the wye would be placed west of Holeman Ave (±Sta. 17+37)	
	There will be an addendum issued with a revised bid tab to cover the dewatering.	
12	Question: Warranty Information	04/26/2023
	What is the warranty on this project?	
	Answer: The warranty on this project will be one year.	

Signed

Date: <u>5/3/2023</u>



Q3	Question: COT Permit  We will not be in CDOT right of way, Why do we need to try and get a permit and an approved traffic control plan per manual documents.	04/26/2023
	Answer: This section was in the documents due to the design running along US HWY 50 to the front of Wal-Mart to connect into a section of pipe that was replaced in 2017. There will be no need for CDOT permit on this phase of the project.	
24	Question: Time lines don't match The contract documents say substantially complete on 9/20/23 final on October 11, but the notice to proceed says, substantially complete on August 30th and final on 9/20/23Which is it?	04/26/2023
	Answer: 9/20/23 for substantial completion and 10/11/23 for final.	

Signed:

Date: 5/3/23



# ADDENDUM No. 2

Issued: 4/28/2023

Re: 2023 Hot Water Line Replacement

To: Prospective Bidders

From: Crabtree Group Inc.

325 D Street Salida, CO 81201

This addendum forms a part of the Contract Documents and modifies the original Bidding Document dated 4/3/2023. Acknowledge receipt of this Addendum by signing the bottom and including it with the bid. Failure to do so may subject the Bidder to disqualification.

I. REPLACE the Bid Form with the attached Bid Form.

## II. CLARIFICATIONS:

Below is a list of questions that have been received, followed by the response:

A. "We will not be in CDOT right of way, Why do we need to try and get a permit and an approved traffic control plan per manual documents."

There is no work within the CDOT right-of way for this portion of line. No CDOT permits will be required for the 2023 replacement work.

B. "What is the warranty on this project?"

The Warranty period for the work is one year.

C. "The contract documents say substantially complete on 9/20/23 final on October 11, but the notice to proceed says, substantially complete on August 30th and final on 9/20/23...Which is it?"

The Substantial Completion Date for the Project is 9/20/2023 with a Final Completion date of 10/11/2023.

D. "What if groundwater is encountered during construction."

There is a possibility that groundwater will be encountered during construction. A bid item for dewatering has been added to the revised Addendum. Bidders should complete the unit price information for dewatering and this unit price will be utilized for payment if, at the discretion of the engineer, field conditions warrant trench dewatering during construction.

Signed:

Date: 5/3/23



E. "What is the width of the existing easements?"

The easement width from ±Sta. 15+78 to ±Sta. 17.38 is 27 feet. The width of other easements along the project route is 20 feet.

F. "Is there tracer wire on the existing pipeline?"

There is no tracer wire on the existing ductile iron pipe.

G. "What color of tracer wire should be used for the new pipeline?"

Tracer Wire to be installed with the new pipe should be purple in color, indicating non-potable water.

H. "Are thrust blocks required at fittings?"

Thrust Blocks must be installed at pipe bends, wyes, elbows, and caps. Thrust block shall meet the specification in the City of Salida Construction Standards.

I. "What are the limits of the Base Bid and Bid Alternate A?"

The limits of the Base Bid and Alternate A are indicated on the construction plans.

- J. "Is pressure testing required?"
- K. The Contractor shall be responsible for pressure testing the pipe after construction. Testing should be coordinated with City Staff and the Engineer.
- L. "Is revegetation required?"

Areas disturbed during construction must be revegetated. Landscaped areas shall be repaired or replaced to original conditions. Other areas shall be reseeded per NRCS guidelines with the following seed mix:

Seed Mix	
<b>Ephraim Crested Wheatgrass</b>	30%
Sheep Fescue	25%
Perennial Rye	20%
Chewings Fescue	15%
Canada Bluegrass	10%
Available from Arkansas Valley Seed "Low Grow Mix"	as

Seeding Rate		
Drill Seeding	17 lb/acre	
Broadcast Seeding	25 lb/acre	

M. "Will there be disturbance of fence lines."

Yes. Fences requiring removal for construction must be replaced to original conditions. Contractor should inform property owner of fence disturbance prior to removal.

N. "Is there an estimated price on this project?"

The engineer has not prepared an opinion of cost for this project.

Signed: <u>Abrilha Haff</u>
Date: 5/3/2k

2 of 3



O. "What testing will be required?"

The contractor will be responsible to schedule for required testing of compaction and pressure testing of the pipe.

P. "Can the Contractor stockpile materials on site?"

The City will allow stockpiling of material for the project at the north end of Centennial Park. Any stockpiling of material shall be coordinated with the facilities supervisor prior to onsite arrival. The Contractor may, at their discretion, utilize private properties to stockpile materials, but must obtain written permission for the landowner.

Q. The contractor is cautioned that there are existing overhead utilities that must be protected during construction. The Contractor is responsible for coordinating the work with the respective utility owners and taking all necessary precautions to avoid damage to existing utilities.

Signed

Date:

# **Avalanche Excavating Inc. Project References**

2012 Royal Gorge Blvd, Water line Replacement 12" 11 blocks tie in with Canon City-2 Million

2012 Tractor Supply infrastructure and Hwy tie in- 345K

2012 Lamar Hospital Improvement Project- 12" water main-230K

2013 Canon City Round about Hwy Project/Hwy 50- 1.5 Million

2013 Hwy 50 Canon City 11 blocks 12" water main – 1 Million Plus

2013 City of Florence Water Storage Pond- 781K

2015 Salida Sidewalk Project – 111K

2015 H Street Rehab Phase 2 - 870k

2015 Pueblo West Storm Mitigation Flood Control -401K

2015-2016 Waste Water Treatment Plant-Ark River Crossing 8' below river bottom-627K

2016 Salida Sidewalk Project - 123K

2016 C and Teller Street – 240K (full street rebuild with water infrastructure)

2016 11 Street Rehab – 702K (full street rebuild with sewer infrastructure)

2016 Public Works Building Parking Lot- Salida- 77k Paving and Concrete

2016 Jones Street Waterline loop- Tie into school- Fire Suppression system for Salida High School

2016 Tunnel Drive-Canon City-203K Vault bathrooms, road build, culverts for flood control

2016 Canon City Ped Crossing/River Walk-641K-Two bridges and river crossings

2017 Hunt Street-Salida-Complete Infrastructure Rebuild, storm sewer, new Sidewalk & road 1.2 Million

2017 Scout Hut- Salida- Road, hydrant relocation, sidewalk, curb gutter, ADA compliance- 115K

2017-2018 Field Ave Project- CDOT/Canon City – drainages, Sidewalk, Paving, Road build -689K

2017 Two Rivers Subdivision- Paving

2017-2018 HRRMC Expansion Project – Full infrastructure, Road, drainage, CDOT, Paving 1.4 Million

2018 Crossroads Subdivision-Paving

2018 Canon City Alley Reconstruction Project – concrete work and Paving

2018 RCP Oil Creek Ditch Replacement Project of  $\frac{1}{2}$  mile of RCP to divert ditch water

2018 City of Salida Water Treatment Plant-Paving

2018 CR 119 Riverbank Build-Florence

2018 Park Ave Waterline

2018 Arkansas River Improvements

2019 Fremont Sanitation 24" Sewer Main Replacement

2019 Wolf Park HOA - Road Build, Concrete, Improvements and Paving

2019 4th and Myrtle Water Main Replacement

2019 Salida Street Repair - Paving

2019 Salida Sewer line Repair

2019 2A Forge Road - Canon City- Paving

2019 Lincoln School Street Project/CDOT

2020 Canon City River walk and Culvert

2020 Baca Grande Water and Sanitation Infrastructure rebuild and repair

2020 Storm Water CIP Dawson Ranch

2020 Misc Asphalt Projects in Salida and Canon City

2020 2A Meadows Ave Project

2020 Storm Water Project – Salida Riverside Park

2020 Grideline Skate Park - Salida- Centennial Park - Skateboard Bowl and Improvements

2020 Holman and Centennial Park parking lot and road build

2021 Penrose Grand Canyon Pipe Project

2021 City of Salida Street Project 10th and 12th Street Rebuild

2021 Misc Paving work as Sub-contractor

2021 Canon City 2A North 9th Street Project

2022 Misc Paving as Subcontractors

2022 Keystone Estates

2022 Rhoades Ave Project-Canon City

2022 Diamond Ave Sewer line and Manhole replacement - Canon City -20' down

2022 Pike View Subdivision

2022 Holiday Inn Canon City- Sink hole repair

2022 CMAQ Project-4 Mile Lane- Canon City

2022 McKinley School – Canon City- Parking Lot project

2022 Canon City High School Parking Lot Project

2022 E. Poncha Springs LN Project – Town of Poncha Springs, Full redesign, Ditch improvements, Paving 2022 Love's Travel Stop Utilities-Canon City



# Sub-Contractor/Vendor List

# Constructive Solutions Limited-Sub

719-207-1516

Brian Sack

# Butala Sand and Gravel-Vendor

Salida, Colorado 81201

## Hardrock-Vendor

Salida, Colorado

## **ACA PRODUCTS**

Buena Vista, Colorado

## Core and Main-Vendor

2050 Reliable Circle

Colorado Springs, CO 80906

## OFFICE OF THE SECRETARY OF STATE OF THE STATE OF COLORADO

# CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office.

AVALANCHE EXCAVATING, INC.

#### is a

## Corporation

formed or registered on 10/03/2000 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20001192388.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 05/01/2023 that have been posted, and by documents delivered to this office electronically through 05/03/2023 @ 07:24:18 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 05/03/2023 @ 07:24:18 in accordance with applicable law. This certificate is assigned Confirmation Number 14930550



Secretary of State of the State of Colorado

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, https://www.coloradosos.gov/biz/CertificateSearchCriteria.do entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, https://www.coloradosos.gov click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."



# **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 06/09/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions

this certificate does not confer rights to the certificate holder in lieu of	me policy, certain policies may require an endorsement. A	statement on		
PRODUCER 1-844-484-7750	CONTACT			
Holmes Murphy & Associates - CO	NAME: Lauren Valdes			
	PHONE (A/C, No, Ext): 720-622-8255 FAX (A/C, No):			
7600 East Orchard Road, Suite 230 South	E-MAIL ADDRESS: LValdes@holmesmurphy.com			
Greenwood Village, CO 80111	INSURER(S) AFFORDING COVERAGE	NAIC#		
INSURED	INSURER A: EMPLOYERS MUT CAS CO	21415		
Avalanche Excavating Inc	INSURER B: PINNACOL ASSUR	41190		
	INSURER C: ATLANTIC SPECIALTY INS CO	27154		
1135 Red Canyon Road	INSURER D:			
Canon City, CO 81212	INSURER E:			
COVEDAGE	INSURER F:			
CENTIFICATE NUMBER: 05/46147	REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HA	1 (Property of the first of the			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES OF THE POLIC				
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EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE	BEEN REDUCED BY PAID OF AIMS	L THE TERMS,		
INSR	THE CLAIMS.			

SR IR	TYPE OF INSURANCE	ADDL S	WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMIT	ro
A .	X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR  X PD Ded: \$1,000  GEN'L AGGREGATE LIMIT APPLIES PER:  POLICY X PRO JECT LOC			6X45394	06/01/22	06/01/23	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea OCCURRENCE) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE	\$ 1,000,000 \$ 300,000 \$ 10,000 \$ 1,000,000 \$ 2,000,000
+	OTHER: AUTOMOBILE LIABILITY		_	6X45394			PRODUCTS - COMP/OP AGG	\$ 2,000,000
	X ANY AUTO OWNED AUTOS ONLY X HIRED HAUTOS ONLY AUTOS ONLY AUTOS ONLY AUTOS ONLY			VA 1333 1	06/01/22	06/01/23	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ 1,000,000 \$ \$ \$ \$
-	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE  DED RETENTION \$  NORKERS COMPENSATION			6X45394	06/01/22	06/01/23	EACH OCCURRENCE AGGREGATE	\$ 1,000,000 \$ 1,000,000 \$
1	AND EMPLOYERS' LIABILITY NYPROPRIETORPARTNER/EXECUTIVE PFFICER/MEMBER EXCLUDED? Mandatory in NH) Y (yes, describe under DESCRIPTION OF OPERATIONS below	N/A	4	4021112	06/01/22	06/01/23		\$ 1,000,000 \$ 1,000,000 \$ 1,000,000
1	Contractors Equipment Leased/Rented Equipment	Access to the special		7900112730010 7900112730010	06/01/22 06/01/22		Per Schedule \$314,000 Limit	Ded:1,000 Ded:1,000

CERTIFICATE HOLDER	CANCELLATION
Evidence of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
I.	AUTHORIZED REPRESENTATIVE  Ciaig A. Merlin
	@ 4000 2045 A CODE CODE



## **Addendum Description**

Payment Bond added

#### **Notice Modifications**

Notice Information	From Value	To Value
Additional Contact	Michael Post, 719-539-6738, diesel.post@cityofsalida.com	Tracy Vanaveer, tvandaveer@crabtreegroupinc.com
Additional Contact	Tracy Vanaveer, tvandaveer@crabtreegroupinc.com	Michael Post, 719-539-6738, diesel.post@cityofsalida.com
Payment Bond	_	100.00 %

## **Category Modifications**

Added Categories				
No Categories Added				

Removed Categories	
No Categories Removed	

addendum \$ 1,45/23 2H



## **Addendum Description**

Q & A #1-4

## **Notice Modifications**

Notice Information	From Value	To Value	
No entries			

## **Category Modifications**

Added Categories	
No Categories Added	
Pamayad Catagorian	
Removed Categories	
No Categories Removed	

## Added Documents[A]

Document	Size	Uploaded Date	Language
Q&A Document 1.pdf [pdf]	3 Kb	04/27/2023 12:10 PM EDT	English

addendum 2 2H 4/27/23



## **Addendum Description**

Pre-Con Q & A

## **Notice Modifications**

Notice Information	From Value	To Value
No entries		

## **Category Modifications**

Added Categories	
No Categories Added	
Removed Categories	
No Categories Removed	

## Added Documents[A]

Document	Size	Uploaded Date	Language
Pre- Construction meeting Q _ A.pdf [pdf]	28 Kb	04/27/2023 12:23 PM EDT	English

addendum3 4/27/23



## **Addendum Description**

Addendum #3 ( pre con Q &A) - with seed mix

## **Notice Modifications**

Notice Information	From Value	To Value	
No entries			

## **Category Modifications**

Added Categories	
No Categories Added	
Removed Categories	
No Categories Removed	

## Added Documents[A]

Document	Size	Uploaded Date	Language
Addendum No 2 - pre con Q _ A with seed mix.pdf [pdf]	367 Kb	05/01/2023 11:43 AM EDT	English

adderdum 4 5/1/23 2H



## **Addendum Description**

Updated bid sheet

## **Notice Modifications**

Notice Information	From Value	To Value	
No entries			

## **Category Modifications**

Added Categories	
No Categories Added	
Removed Categories	
No Categories Removed	

## Added Documents[A]

Document 22005-Bid Tab 230428.pdf [pdf]	Size	Uploaded Date	Language		
22005-Bid Tab 230428.pdf [pdf]	164 Kb	05/01/2023 11:46 AM EDT	English		

addendum 5 SH

Avalanche Excavating, Inc. 720 Oak Street Salida, Colorado \$1201

# Bid Form - 2023 Hot Water Line Replacement

Project: 22005

	Item Description	Unit	Quantity	Mater		Labo	_	ι	Jnit Cost		Total
item			Qty.	Cos	1	\$2.5		·	4.25	\$	569.50
1	Saw cut Exsisting Asphalt Paving	LF	134	\$1.7		\$2.7			3.90	\$	2,921.10
	Remove and Dispose of exsisting Paving	SF	749	\$1.2		\$4.1		3	8.45	\$	1,174.55
	Remove and Dispose of Curb and Gutter	LF	139	\$4.3		\$2,000		<b>B</b>	8,300.00	\$	8,300.00
	Connect to 6" DIP Waterline	EA	1 1	\$6,300		\$81.0		\$	178.00	\$	173,550.00
	Furnish and Install 6" Insulated DIP HDPE Pipe	LF	975	\$97.		\$108.		\$	358.00	\$	1,074.00
	Furnish and Install thrust block	EA	3	\$250				\$	7,800.00	\$	7,800.00
	Furnish and Install tritust block  Furnish and Install 6' flat top Manhole	EA	1 1	\$4,00		\$3,800		\$	775.00	\$	1,550.00
	Furnish and Install 6 hat top Marine.  Furnish and Install 6"x 45 degree bend	EA	2	\$550		\$225	2125	\$	775.00	\$	775.00
		EA	1	\$225	.00	\$550		\$	4.75	\$	3,557.75
9	Furnish and Install 6" x 90 degree bend Furnish and Install asphalt patch per City of Salida Spec	SF	749	\$2.	50	\$2.2		\$	83.00	\$	11,537.00
		LF	139	\$40	.00	\$43.		\$	7,800.00	\$	7,800.00
11	Replace Curb and Gutter	LS	1	\$5,00	0.00	\$2,80		\$	12,500.00	\$	12,500.00
12	Connect to exsisting 6" DIP outside the concrete vault	LS	1	\$9,00	00.00	\$3,50		\$	150.00		
13	Route new Hot Water line through Exsisting 16" Steel Casing	Day		\$80	.00	\$70	.00	Ψ.			
14	Costruct Dewatering								Subtotal	\$	233,108.90
									Jubiolai	· ·	
	Misc Construction Construction Cost for Base Bid					\$50	0.00	\$	6,500.00	\$	6,500.00
		LS	1		00.00		00.00	\$	8,000.00	\$	8,000.00
15	Bonding Construction Survey	LS	11		00.00			\$	7,000.00	\$	7,000.00
16		LS	11	_	00.00		00.00	\$	15,000.00	\$	15,000.00
	Storm Water Management	LS	1	\$9,0	00.00	\$6,0	00.00		Subtotal	\$	36,500.00
18	Traffic Control								Base Total	\$	269,608.90
	Bid Alternate A				1.75	\$	2.50	\$	4.25	\$	136.0
	Saw Cut Asphalt Paving	LF		\$	1.20		2.70	-	3.90	\$	503.1
- '	Remove and Dispose of Exsisting Asphalt Paving	SF	129	\$			4.10		8.40	\$	
2	Remove and Dispose of Curb and Gutter	LF	0	\$	4.30		2,000.00	-	8,300.00	\$	8,300.0
3	Connect to Exsisting 6" DIP Water Line	EA	1	\$	6,300.00		reserve	-	178.00		141,154.0
4	Furnish and Install 6" Insulated DR-11 HDPE Pipe	LF	793	\$	97.00		81.00	-	358.0		358.0
5	Furnish and Install 6" Insulated Dix-11 Hor E-196  Furnish and Install "Thrust Block"	EA	1	\$	250.00	\$	108.00	1 3	330.0		

# Corrected Bid Tab

				1 .	4,000.00	œ	3,800.00	\$	7,800.00	\$	7,800.00
	Furnish and Install 6' Diameter Flat Top Manhole	EA	1	\$		φ	225.00	\$	775.00	\$	; <del>=</del> :
		EA	0	\$	550.00	\$			775.00	\$	775.0
8	Furnish and Install 6" x 45 degree Bend	EA	1	\$	225.00	\$	550.00	\$		•	152.0
9	Furnish and Install 6" X 90 degree Bend	SF	32	\$	2.50	\$	2.25	\$	4.75	<b></b>	).A.C.
10	Furnish and Install Asphalt patch per City of Salida Specs			10	40.00	\$	43.00	\$	83.00	\$	
4.4	Poplace Curb & Gutter	LF	-	Ψ	5,000.00		2,800.00	\$	7,800.00	\$	2
11	Connect to Exsisting 6" DIP Water Line outside the Exsisting Concrete	LS	0	\$	10-11-Feet (*12-2)		3,500.00		12,500.00	\$	•
12	Connect to Exsisting of Bir Trate. Excisting 16" Con Vault	LS	0	\$	9,000.00	-		•	150.00	\$	-
	Route New Hot Waterline through Exsisting 16" Con Vault	Day		\$	80.00	\$	70.00	А		•	159,178.
14	Construction Dewatering								Subtotal	Ψ	
			BUCK								0.500
	Misc Construction Construction Cost for Bid Alt A			-	6,000.00	1	500	\$	6,500.00	\$	6,500
2015		LS	1	1 3		-	5,000	\$	8,000.00	\$	8,000
15	Bonding	LS	1	\$	3,000.00	_	3 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7	-	7,000.00	S	7,000
5050	Construction Survey	LS	1	\$	3,800.00		3,200	*		-	15,000
17	Storm Water Management	LS	1	\$	9,000.00		6,000	\$	15,000.00	•	1.00
18	Traffic Control		<u> </u>	+		+			Subtotal	\$	36,500
						+-			ALT A TOTAL	\$	195,678
								(A. 1)		Ş	465,287
	CONSTRUCTION BID TOTAL										

Four hundred sixty-five thousand, Two hundred Eightyseven dollars and zero
cents\_\_\_\_\_\_

Avalanche Excavating, Inc. Bid Date: 05/05/23

720 Oak St., Salida CO 81201

719-539-8336

Signature of Bidder

Avaianche Excessing Inc. 720 Oak Street Salida, Colorado 31/101