

SECTION 00300

BID FORM

PROJECT: METER BOX INSTALLATION, BID NO 5557

Place Purchasing Division
Date October 17, 2000

- 1 In compliance with your Invitation to Bid dated October 17, 2000, and subject to all conditions thereof, the undersigned G+J Wagner Enterprises, Inc. a *(Corporation, Limited Liability Company, Partnership, Joint Venture, or Sole Proprietor)** authorized to do business in the State of Colorado hereby proposes to furnish and do everything required by the Contract Documents to which this refers for the construction of all items listed on the following Bid Schedule or Bid Schedules
- 2 The undersigned Bidder does hereby declare and stipulate that this proposal is made in good faith, without collusion or connection with any other person or persons Bidding for the same Work, and that it is made in pursuance of and subject to all the terms and conditions of the Invitation to Bid and Instructions to Bidders, the Agreement, the detailed Specifications, and the Drawings pertaining to the Work to be done, all of which have been examined by the undersigned
- 3 Accompanying this Bid is a certified or cashier's check or standard Bid bond in the sum of \$ 2500⁰⁰ Twenty Five Hundred (\$ 2500⁰⁰) in accordance with the Invitation To Bid and Instructions to Bidders
- 4 The undersigned Bidder agrees to execute the Agreement and a Performance Bond and a Payment Bond for the amount of the total of this Bid within fifteen (15) calendar days from the date when the written notice of the award of the contract is delivered to him at the address given on this Bid. The name and address of the corporate surety with which the Bidder proposes to furnish the specified performance and payment bonds is as follows Old Republic Surety Company
- 5 All the various phases of Work enumerated in the Contract Documents with their individual jobs and overhead, whether specifically mentioned, included by implication or appurtenant thereto, are to be performed by the CONTRACTOR under one of the items listed in the Bid Schedule, irrespective of whether it is named in said list
- 6 Payment for Work performed will be in accordance with the Bid Schedule or

Bid Schedules subject to changes as provided in the Contract Documents

7 The undersigned Bidder hereby acknowledges receipt of Addenda No NA through _____

G + J Wagner Enterprises, Inc.
CONTRACTOR

BY Derald E Wagner

ADDRESS 14 Letitia Trail
P.O. Box 397
Red Feather Lakes, CO 80545-0397

8 BID SCHEDULE (Base Bid)

The following is an example list of five installations. These examples are provided for bid purposes only and do not necessarily represent all conditions that may be encountered at a possible work site. The "Amount" for each work site example should be the sum of the applicable "Unit" prices from Exhibit B-1.

Work Site Examples

<u>Typical Installation</u>	<u>"Units"</u>	<u>Amount</u>
(1) The meter box will be installed in a lawn area next to the curb box. The service line is 66" deep.	1 + 3	\$ <u>350⁰⁰</u>
(2) The curb stop is in a concrete driveway, but the service drifts out of the driveway into the lawn. The meter box will be located in the lawn and the service line is 78" deep.	1 + 3 + 5	\$ <u>360⁰⁰</u>
(3) There are two curb boxes, serving two different customers, side by side.	2 + 3x2	\$ <u>530⁰⁰</u>

side in a lawn area Two meter boxes will be installed in one oversized excavation The service lines are 66" deep.

Average of typical installation x 90 =
(1 + 2 + 3 divided by 3 x 90)

\$ 372⁰⁰

Non-Typical Installation

(4) The curb box is in the middle of a concrete driveway that is 16' wide The meter box will be installed in the lawn area next to the driveway Approximately 24 sq feet of concrete driveway will be removed The service line will be looped from the curb box to the meter box and back to the original service The original service is 66" deep

1 + 3 + 6x8
+ 8x24

\$ 862⁰⁰

(5) Two curb boxes, serving two different customers, are located in a dirt driveway Two meter boxes will be installed in one oversized excavation in the lawn area next to the driveway The curb boxes are 10' from the nearest edge of the meter box excavation The service lines will be looped from the curb boxes to the meter boxes and back to the original services The original services are 70" deep

2 + 3x2 +
6x10

\$ 930⁰⁰

Average of Non-Typical Installation x 10 =
(4 + 5 divided by 2 x 10)

\$ 89⁶⁰

Total Bid (Typical + Non-Typical)

\$ 461⁶⁰

EXHIBIT B-1

The Bidder will supply "Unit" Prices for the following items of work that he/she will perform throughout the contract period Any extras to be paid above the "Typical" installation price, at each site, will be

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Section 00300 Page 3

reviewed and approved by the Project Manager

1. Excavation for meter box installation up to 4'W x 5'L x 6'D (Includes back fill, compaction and site restoration, does not include plumbing or setting meter box to grade) \$ 245⁰⁰
2. Oversized excavation for 2 meter box installations up to 4'W x 7'L x 6'D (Includes backfill, compaction and site restoration, does not include plumbing or setting meter box to grade) \$ 320⁰⁰
3. Plumb and set meter box to grade (Does not include excavation or backfill) \$ 105⁰⁰
4. Demo meter box. (Remove substandard meter box and reconnect services at original grade) \$ 245⁰⁰
5. Deep hole (Extra digging for excavations greater than 72" deep) @ \$ 10⁰⁰ per foot
6. Open cut trench. (Up to 3'W x 5'D) @ \$ 40⁰⁰ per lineal foot
7. Bore (Able to accommodate up to 2-one inch services) @ \$ 30⁰⁰ per lineal foot
8. Cut and remove concrete @ \$ 8⁰⁰ per sq foot
9. Cut and remove asphalt @ \$ 5⁰⁰ per sq foot
10. Add a curb stop \$ 50⁰⁰
11. Materials furnished by contractor Cost Plus 10 %
12. Removal of frozen soil (deeper than 10") @ \$ 20⁰⁰ per vertical foot

9 PRICES

The foregoing prices shall include all labor, materials, transportation, shoring, removal, dewatering, overhead, profit, insurance, etc , to cover the complete work in place of the several kinds called for

Bidder acknowledges that the OWNER has the right to delete items in the Bid or change quantities at his sole discretion without affecting the Agreement or prices of any item so long as the deletion or change does not exceed twenty-five percent (25%) of the total Agreement Price

RESPECTFULLY SUBMITTED

Signature

Ronald E Wagner

Date

Oct 31, 2000

Title

President

License Number (If Applicable)

(Seal if Bid is by corporation,

Attest

Jane A Wagner

Address

14 Letitia Trail

PO Box 397

Red Feather Lakes, CO 80545-0397

Telephone

970-881-3660

SECTION 00400

SUPPLEMENTS TO BID FORMS

00410 Bid Bond

00420 Statement of Bidder's Qualifications

00430 Schedule of Subcontractors

SECTION 00410

BID BOND

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto the City of Fort Collins, Colorado, as OWNER, in the sum of \$_____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

THE CONDITION of this obligation is such that whereas the Principal has submitted to the City of Fort Collins, Colorado the accompanying Bid and hereby made a part hereof to enter into a Construction Agreement for the construction of Fort Collins Project, METER BOX INSTALLATION, BID NO 5557

NOW THEREFORE,

- (a) If said Bid shall be rejected, or
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a BOND for his faithful performance of said Contract, and for payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the Agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such Bid, and said Surety does hereby waive notice of any such extension

- Surety Companies executing bonds must be authorized to transact business in the State of Colorado and be accepted by the OWNER



IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals this ____ day of _____, 20__, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above

PRINCIPAL

SURETY

Name _____

Address _____

By _____

By _____

Title _____

Title _____

ATTEST

By _____

(SEAL)

(SEAL)

SECTION 00420

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

- 1 Name of Bidder G + J Wagner Enterprises, Inc.
- 2 Permanent main office address 14 Letitia Trail Red Feather Lakes CO
80545
- 3 When organized February 15, 1993
- 4 If a corporation, where incorporated February 15, 1993
- 5 How many years have you been engaged in the contracting business under your present firm or trade name? 8 years
- 6 Contracts on hand (Schedule these, showing the amount of each contract and the appropriate anticipated dates of completion)
Outside Water Meters - City of Ft. Collins
Unspecified Amount - Date of completion - 12/3/200
- 7 General character of Work performed by your company
Hand excavation and meter installation
- 8 Have you ever failed to complete any Work awarded to you? No
If so, where and why? —
- 9 Have you ever defaulted on a contract? No
If so, where and why? —
- 10 Are you debarred by any government agency? No
If yes list agency name —

11 List the more important projects recently completed by your company, stating the approximate cost of each, and the month and year completed, location and type of construction

Contract for meter box installation with City of Ft. Collins last 5 years.

12 List your major equipment available for this contract

Air compressor; paving breakers; pneumatic tamper; pick-up trucks

13 Experience in construction Work similar in importance to this project

Current bid holder of meter box installation for City of Ft. Collins.

14 Background and experience of the principal members of your organization, including officers

5 years of service to City of Ft. Collins; 3 years of service to City of Greeley, CO.

15 Credit available \$ 30,000

16 Bank reference. Wells Fargo

17 Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the OWNER? Yes

18 Are you licensed as a General CONTRACTOR? No
If yes, in what city, county and state? _____ What class, license and numbers? _____

19 Do you anticipate subcontracting Work under this Contract? No
If yes, what percent of total contract? _____ and to whom? _____

20 Are any lawsuits pending against you or your firm at this time? No
If yes, DETAIL _____

21 What are the limits of your public liability? DETAIL
\$1,000,000
What company? FARMER'S INSURANCE CO

22 What are your company's bonding limitations? Unknown

23 The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the OWNER in verification of the recital comprising this Statement of Bidder's Qualifications

Dated at Ft Collins this 31 day of Oct, 2000.

G+J Wagner Ent, Inc
Name of Bidder
BY Gerald E Wagner
Title President

State of Colorado

County of Larimer

GERALD E WAGNER being duly sworn deposes and says that he is GERALD E WAGNER of G+J WAGNER ENT INC and that (name of organization) the answers to the foregoing questions and all statements therein contained are true and correct

Subscribed and sworn to before me this 31 day of OCTOBER, 2000

Richard M. Spadaro
Notary Public
2200 Shropshire Ave
Fort Collins CO 80526
My commission expires 02 2004

My Commission Expires 01/02/2004

SECTION 00430

SCHEDULE OF SUBCONTRACTORS

List all subcontractors for the work items listed below and all subcontractors performing over 10% of the contract

ITEM	SUBCONTRACTOR
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

SECTION 00500
AGREEMENT FORMS

00510 Notice of Award

00520 Agreement

00530 Notice to Proceed

SECTION 00510
NOTICE OF AWARD

Date November 22, 2000

TO G & J Wagner Enterprises, Inc.

PROJECT: METER BOX INSTALLATION, BID NO 5557

OWNER CITY OF FORT COLLINS
(hereinafter referred to as "the OWNER")

You are hereby notified that your Bid dated October 17, 2000 for the above project has been considered. You are the apparent successful Bidder and have been awarded an Agreement for METER BOX INSTALLATION, BID NO 5557

Four (4) copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award. Four (4) sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within fifteen (15) days of the date of this Notice of Award, that is by December 8, 2000

- 1 You must deliver to the OWNER four (4) fully executed counterparts of the Agreement including all the Contract Documents. Each of the Contract Documents must bear your signature on the cover of the page.
- 2 You must deliver with the executed Agreement the Contract Security (Bonds) as specified in the Instructions to Bidders, General Conditions (Article 5.1) and Supplementary Conditions.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten (10) days after you comply with those conditions, OWNER will return to you one (1) fully-signed counterpart of the Agreement with the Contract Documents attached.

City of Fort Collins
OWNER

By _____
James B O'Neill II, CPPO
Director of Purchasing and Risk Management
Title

SECTION 00520

SERVICES AGREEMENT
WORK ORDER TYPE

THIS AGREEMENT made and entered into the day and year set forth below, by and between THE CITY OF FORT COLLINS, COLORADO, a Municipal Corporation, hereinafter referred to as the "City" and G & J Wagner Enterprises hereinafter referred to as "Service Provider".

WITNESSETH.

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the parties hereto as follows

1 Services to be Performed

a This Agreement shall constitute the basic agreement between the parties for services for Meter Box Installation Bid #5557 The conditions set forth herein shall apply to all services performed by the Service Provider on behalf of the City and particularly described in Work Orders agreed upon in writing by the parties from time to time Such Work Orders, a sample of which is attached hereto as Exhibit "A", consisting of two (2) page and incorporated herein by this reference, shall include a description of the services to be performed, the location and time for performance, the amount of payment, any materials to be supplied by the City and any other special circumstances relating to the performance of services No work order shall exceed \$50,000 The only services authorized under this agreement are those which are performed after receipt of such Work Order, except in emergency circumstances where oral work requests may

be issued Oral requests for emergency actions will be confirmed by issuance of a written Work Order within two (2) working days

b The City may, at any time during the term of a particular Work Order and without invalidating the Agreement, make changes within the general scope of the particular services assigned and the Service Provider agrees to perform such changed services

2 Changes in the Work The City reserves the right to independently bid any services rather than issuing work to the Service Provider pursuant to this Agreement Nothing within this Agreement shall obligate the City to have any particular service performed by the Service Provider

3 Time of Commencement and Completion of Services The services to be performed pursuant to this Agreement shall be initiated as specified by each written Work Order or oral emergency service request Oral emergency service requests will be acted upon without waiting for a written Work Order Time is of the essence

4 Contract Period This Agreement shall commence January 1, 2001, and shall continue in full force and effect until December 31, 2001, unless sooner terminated as herein provided In addition, at the option of the City, the Agreement may be extended for additional one year periods not to exceed four (4) additional one year periods Pricing changes shall be negotiated by and agreed to by both parties and may not exceed the Denver - Boulder CPI-U as published by the Colorado State Planning and Budget Office Written notice of renewal shall be provided to the Service Provider and mailed no later than 90 days prior to

contract end.

5. Delay If either party is prevented in whole or in part from performing its obligations by unforeseeable causes beyond its reasonable control and without its fault or negligence, then the party so prevented shall be excused from whatever performance is prevented by such cause. To the extent that the performance is actually prevented, the Service Provider must provide written notice to the City of such condition within fifteen (15) days from the onset of such condition.

6. Early Termination by City/Notices Notwithstanding the time periods contained herein, the City may terminate this Agreement at any time without cause by providing written notice of termination to the Service Provider. Such notice shall be mailed at least fifteen (15) days prior to the termination date contained in said notice unless otherwise agreed in writing by the parties. All notices provided under this Agreement shall be effective when mailed, postage prepaid and sent to the following address

City	Dept	Service Provider
City of Ft Collins	Water Utilities	G & J Wagner Enterprises
Purchasing	P O Box 580	P O Box 397
256 W Mountain Ave	Ft Collins, CO 80522	Red Feather Lakes, CO
Ft Collins, Co 80522	Attn Lee Mc Mahon	80545-0397
Attn John Stephen		

In the event of early termination by the City, the Service Provider shall be paid for services rendered to the termination date, subject only to the satisfactory performance of the Service Provider's

obligations under this Agreement. Such payment shall be the Service Provider's sole right and remedy for such termination.

7 Contract Sum. This is an open-end indefinite quantity Agreement with no fixed price. The actual amount of work to be performed will be stated on the individual Work Orders. The City makes no guarantee as to the number of Work Orders that may be issued or the actual amount of services which will in fact be requested.

Payments

a. The City agrees to pay and the Service Provider agrees to accept as full payment for all work done and all materials furnished and for all costs and expenses incurred in performance of the work the sums set forth for the hourly labor rate and material costs, with markups, stated within the Bid Schedule Proposal Form, attached hereto as Exhibit "B", consisting of four (4) pages, and incorporated herein by this reference.

Payment shall be made by the City only upon acceptance of the work by the City and upon the Service Provider furnishing satisfactory evidence of payment of all wages, taxes, supplies and materials, and other costs incurred in connection with the performance of such work.

8 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in the work order, plus any extensions thereof allowed in accordance with Article 12 of the General conditions. They also recognize the delays, expenses and

difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time Accordingly instead of requiring any such proof,

9 City Representative The City's representative will be shown on the specific Work Order and shall make, within the scope of his or her authority, all necessary and proper decisions with reference to the work requested All requests concerning this Agreement shall be directed to the City Representative

10 Independent Contractor It is agreed that in the performance of any services hereunder, the Service Provider is an independent contractor responsible to the City only as to the results to be obtained in the particular work assignment and to the extent that the work shall be done in accordance with the terms, plans and specifications furnished by the City

11 Personal Services It is understood that the City enters into the Agreement based on the special abilities of the Service Provider and that this Agreement shall be considered as an agreement for personal services Accordingly, the Service Provider shall neither assign any responsibilities nor delegate any duties arising under the Agreement without the prior written consent of the city

12 Acceptance Not Waiver The City's approval or acceptance of, or payment for any of the services shall not be construed to operate as a waiver of any rights under the Agreement or of any cause of action arising out of the performance of this Agreement

13 Warranty

a Service Provider warrants that all work performed hereunder shall be performed with the highest degree of competence and care in accordance with accepted standards for work of a similar nature

b Unless otherwise provided in the Agreement, all materials and equipment incorporated into any work shall be new and, where not specified, of the most suitable grade of their respective kinds for their intended use, and all workmanship shall be acceptable to City

c. Service Provider warrants all equipment, materials, labor and other work, provided under this Agreement, except City-furnished materials, equipment and labor, against defects and nonconformances in design, materials and workmanship/workwomanship for a period beginning with the start of the work and ending twelve (12) months from and after final acceptance under the Agreement, regardless whether the same were furnished or performed by Service Provider or by any of its subcontractors of any tier. Upon receipt of written notice from City of any such defect or nonconformances, the affected item or part thereof shall be redesigned, repaired or replaced by Service Provider in a manner and at a time acceptable to City

14 Default Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this agreement, such party may be declared in default thereof

15 Remedies In the event a party has been declared in default,

such defaulting party shall be allowed a period of ten (10) days within which to cure said default. In the event the default remains uncorrected, the party declaring default may elect to (a) terminate the Agreement and seek damages, (b) treat the Agreement as continuing and require specific performance, or (c) avail himself of any other remedy at law or equity. If the non-defaulting party commences legal or equitable actions against the defaulting party, the defaulting party shall be liable to the non-defaulting party for the non-defaulting party's reasonable attorney fees and costs incurred because of the default.

16 Binding Effect This writing, together with the exhibits hereto, constitutes the entire agreement between the parties and shall be binding upon said parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representative, successors and assigns of said parties.

17 Indemnity/Insurance

a The Service Provider agrees to indemnify and save harmless the City, its officers, agents and employees against and from any and all actions, suits, claims, demands or liability of any character whatsoever, brought or asserted for injuries to or death of any person or persons, or damages to property arising out of, result from or occurring in connection with the performance of any service hereunder.

b The Service Provider shall take all necessary precautions in performing the work hereunder to prevent injury to persons and property.

c Without limiting any of the Service Provider's obligations hereunder, the Service Provider shall provide and maintain insurance coverage naming the City as an additional insured under this Agreement of the type and with the limits specified within Exhibit "D", consisting of one (1) page, attached hereto and incorporated herein by this reference. The Service Provider before commencing services hereunder, shall deliver to the City's Director of Purchasing and Risk Management, 256 West Mountain Avenue, Fort Collins, Colorado 80521 one copy of a certificate evidencing the insurance coverage required from an insurance company acceptable to the city.

18 Entire Agreement This Agreement, along with all Exhibits and other documents incorporated herein, shall constitute the entire Agreement of the parties. Covenants or representations not contained in this Agreement shall not be binding on the parties.

19 Law/Severability This Agreement shall be governed in all respect by the laws of the State of Colorado. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction such holding shall not invalidate or render unenforceable any other provision of this Agreement.

CITY OF FORT COLLINS, COLORADO

a municipal corporation

By

John F. Fischbach
City Manager

By _____
James B O'Neill II, CPPO
Director of Purchasing and Risk Management

Date _____

ATTEST

City Clerk

APPROVED AS TO FORM

Assistant City Attorney

G & J Wagner Enterprises, Inc

By _____

Print Name

Title _____
Corporate President or Vice President

Date _____

ATTEST

(Corporate Seal)

Corporate Secretary

EXHIBIT "A"
WORK ORDER FORM
PURSUANT TO AN AGREEMENT BETWEEN
THE CITY OF FORT COLLINS
AND

DATED _____

Work Order Number _____
Purchase Order Number. _____
Project Title _____
Commencement Date _____
Completion Date. _____
Maximum Fee (time and reimbursable direct costs) _____
Project Description _____

Scope of Services _____

Acceptance _____

User _____

Service Provider agrees to perform the services identified above and on the attached forms in accordance with the terms and conditions contained herein and in the Services Agreement between the parties. In the event of a conflict between or ambiguity in the terms of the Services Agreement and this work order (including the attached forms) the Services Agreement shall control.

Service Provider

By _____

Date. _____

CC Purchasing

The attached forms consisting of ____ () pages are hereby accepted and incorporated herein by this reference, and Notice to Proceed is hereby given

City of Fort Collins

By _____

Date _____

OWNER CITY OF FORT COLLINS

CONTRACTOR

By _____
JOHN F FISCHBACH, CITY MANAGER

By _____

BY _____
JAMES B O'NEILL II, CPPO
DIRECTOR OF PURCHASING
AND RISK MANAGEMENT

Title _____

Date _____

Date _____

(CORPORATE SEAL)

Attest _____
City Clerk

Attest _____

Address for giving notices

Address for giving notices

P O Box 580

Fort Collins, CO 80522

LICENSE NO _____

Approved as to Form

Assistant City Attorney