

SECTION 00300

BID FORM

PROJECT: PEDESTRIAN ACCESS PROJECT; BID NO. 5601

Place 1313 Blue Spruce  
Date 4/23/01

1. In compliance with your Invitation to Bid dated April 24, 2001 and subject to all conditions thereof, the undersigned Vogel Concrete 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 570 (\$) 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: Inland Insurance Co  
P.O. Box 80468, Lincoln Neb. 68501
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.

7/96

Section 00300 Page 1

7. The undersigned Bidder hereby acknowledges receipt of Addenda No. 1 through     .

Vogel Concrete Inc.  
CONTRACTOR

BY: DAN Vogel  
Dan Vogel

ADDRESS: 1313 Blue Spruce Dr.  
FT. Collins Co. 80524

8. BID SCHEDULE (Base Bid)  
Please used the attached Bid Schedule.

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:  
Daniel Vogel 4/24/2001  
Date

Signature

Pres.  
Title

License Number (If Applicable)

(Seal - if Bid is by corporation)

Attest: Kevin Quinn

Address 868 W. Co. Rd. 66E  
Ft. Collins, Co. 80524

Telephone 568-9219

**SECTION 00330  
 BID SCHEDULE**

City of Fort Collins Pedestrian Access Project

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	PRICE
201.01	Tree Root Grinding	HR	10	1100.00
203.02	General Excavation (60.00)	CY	600	3600.00
203.03	Borrow (Cl 1, Cl 5 ABC, C.I.P.)	TON	500	14000.00
212.01	Sod	SF	5000	22,500.00
212.02	Landscape Labor	HR	125	5,625.00
403.50	Temporary Patching	TON	250	31,250.00
504.01	Cribbing (M.S.E. Block Wall)	SFF	800	19,000.00
604.10	Reconstruct Inlet Deck - Catch Basin, Remove & Replace	EA	2	1,900.00
604.11	Reconstruct Inlet Deck - Catch Basin - Additional Foot Opening	LF	8	800.00
604.12	Reconstruct Curb Inlet - 4' Opening, Remove and Replace	EA	2	1950.00
604.13	Reconstruct Inlet Deck - Additional Foot Opening	LF	8	1200.00
604.14	Type 13 - Curb Inlet w/ Frame, Grate and Adjustable Curb Bonnet - Remove and Replace	EA	4	5400.00
604.15	Concrete Sidewalk Culvert - Remove and Replace	EA	1	950.00
604.16	Metal Sidewalk Culvert - 2' Opening, 5/8" Plate - Remove and Replace	EA	2	2700.00
604.17	Metal Sidewalk Culvert - 2' Opening, 1/2" Plate - Remove and Replace	EA	1	1250.00
604.18	Additional Square Foot, 5/8" Plate	SF	1	110.00
604.19	Additional Square Foot, 1/2" Plate	SF	1	100.00
608.01	Remove Concrete/Flagstone	SF	25000	50,000.00
608.02	Concrete Sidewalk/Flatwork (4")	SF	25000	75,000.00
608.03	Concrete Sidewalk/Flatwork (6")	SF	2000	6800.00
608.04	Concrete Apron (8")	SF	2500	10,000.00
608.05	Concrete Crosspan (8")	SF	1500	6,000.00
608.08	Vertical Curb, Gutter, & 4" Sidewalk	LF	500	12,500.00
608.09	Vertical Curb, Gutter, & 6" Sidewalk	LF	100	2,700.00
608.10	Vertical Curb & Gutter - No Sidewalk	LF	900	15,300.00
608.11	Hollywood Curb & Gutter w/ 4" Sidewalk	LF	400	7,200.00
608.12	Hollywood Curb & Gutter w/ 6" Sidewalk	LF	50	1,000.00
608.13	Hollywood or Driveover Curb & Gutter - No Sidewalk	LF	150	2,550.00
608.14	Driveover Curb & Gutter w/ 4" Sidewalk	LF	150	3,450.00
608.15	Driveover Curb & Gutter w/ 6" Sidewalk	LF	50	1,000.00
608.16	6"x12" Variable Ht. Curb & Gutter - No Sidewalk	LF	650	11,050.00
608.17	Pedestrian Access Ramp - Driveover Curb	LF	250	6,750.00
608.18	Pedestrian Access Ramp - Vertical Curb	LF	500	13,500.00
608.19	Pedestrian Access Ramp - Hollywood Curb	LF	400	9,600.00
608.20	Pedestrian Access Ramp - Highback Curb	S.F.	1000	6,500.00
608.21	Concrete Drive Approach (6") - All Curb Types	SF	2250	7875.00
608.22	Concrete Flatwork - 1" Additional Depth	SF	1500	600.00

**SECTION 00330  
 BID SCHEDULE**

City of Fort Collins Pedestrian Access Project

ITEM NO.	DESCRIPTION	PRICE	UNIT	ESTIMATED QUANTITY	TOTAL ESTIMATED AMOUNT
608.26	Reset Existing Flagstone - 6" Base Bedding	6.52	SF	750	4,875.00
608.27	Set New Flagstone - 6" Base Bedding	14.00	SF	200	2,800.00
608.28	Reset Existing Flagstone - 4" Concrete Base	9.50	SF	200	1,900.00
608.29	Set New Flagstone - 4" Concrete Base	15.50	SF	100	1,550.00
608.30	Reset Existing Flagstone - 6" Concrete Base	12.00	SF	100	1,200.00
608.31	Set New Flagstone - 6" Concrete Base	17.00	SF	100	1,700.00
608.33	Concrete Tree Grate Border (6" x 6" x 10")	350.00	LF	5	1,750.00
614.01	"No Parking" Sign With Stand	1.92	Per Day Per Each	375	720.00
614.02	Vertical Panel Without Light	.77	Per Day Per Each	75	57.75
614.03	Type I Barricade Without Light	.77	Per Day Per Each	3000	2,310.00
614.04	Type II Barricade Without Light	.77	Per Day Per Each	50	38.50
614.05	Type III Barricade Without Light	3.85	Per Day Per Each	40	154.00
614.06	Size A Sign With Stand	1.43	Per Day Per Each	500	715.00
614.07	Size B Sign With Stand	1.60	Per Day Per Each	50	80.00
614.08	Size A Specialty Sign - Cost of Manufacturing	82.50	Each	1	82.50
614.09	Size B Specialty Sign - Cost of Manufacturing	93.50	Each	1	93.50
614.10	Cone With Reflective Strip	.66	Per Day Per Each	250	165.00
614.11	Safety Fence	3.30	Per Day Per Roll	5	16.50
614.12	Light - Steady Burn	3.30	Per Day Per Each	20	66.00
614.13	Light - Flashing	3.36	Per Day Per Each	200	672.00
614.14	Advance Warning Flashing - or Sequencing Arrow Panel	77.00	Per Day Per Each	1	77.00
614.15	Traffic Control Supervisor	308.00	Per Day	25	7,700.00
614.16	Traffic Control Supervisor	30.00	Per Hour	200	6,000.00
614.17	Flagging	18.50	Per Hour	50	925.00
<b>TOTAL BIDDING COST</b>					<b>27,822.00</b>
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Three hundred twenty-eight thousand, six hundred seventy seven Dollars and seventy five Cents.

Signed Dan Vogel Address 1313 Blue Spruce Dr.  
 Company Vogel Concrete Inc. FT. Collins Co. 80524  
 Phone/Fax 484-3880 467-9484

Check One: Individual Doing Business in Company Name \_\_\_\_\_  
 Corporation X \_\_\_\_\_  
 Partnership \_\_\_\_\_

SECTION 00400

SUPPLEMENTS TO BID FORMS

00410 Bid Bond

00420 Statement of Bidder's Qualifications

00430 Schedule of Subcontractors

BID BOND

KNOW ALL BY THESE PRESENTS, that we, the undersigned VOGEL CONCRETE, INC.  
1313 Blue Spruce Drive, Suite B, Fort Collins, Colorado 80524 \_\_\_\_\_ as Principal, and  
INLAND INSURANCE COMPANY, P.O. Box 80468, Lincoln, Nebraska 68501  
\_\_\_\_\_ as Surety, are hereby held and firmly bound unto the City of Fort Collins,  
Colorado, as Owner, in the penal sum of Five Percent (5%) of the Total Amount of the Bid  
\_\_\_\_\_ 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 Contract Agreement for the construction of City of Fort Collins Project,  
Bid No. 5601, Pedestrian Access Project, Fort Collins, Colorado

WHEREAS, the Owner, as a condition for receiving said bid, requires the Principal to deposit with the Owner a Bid Guaranty equal to  
five percent (5%) of the amount of said bid.

NOW, THEREFORE,

- (a) If said bid shall be rejected; or in the alternate,
- (b) If said bid shall be accepted and the Principal shall execute and deliver a Contract Agreement (properly completed in  
accordance with said bid) and shall furnish a Performance and Payment Bond upon the forms prescribed by the  
Owner for the faithful performance of said Agreement; 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.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals this 24th day of  
April, 2001, 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: VOGEL CONCRETE, INC.

INLAND INSURANCE COMPANY

Address: 1313 Blue Spruce Drive, Suite B, Fort Collins, CO

1312 E. Nichols Avenue, Littleton, CO 80122-2913

By: *Daniel Vogel*

*Celeste T Moore-Helms*

Title: *Pres*

Attorney-in-Fact: Celeste T. Moore-Helms

(SEAL)



LOCKTON COMPANIES  
Post Office Box 469000 / Denver, CO 80246-9000  
(303) 753-2000 / Fax: (303) 753-2099

# INLAND INSURANCE COMPANY

Lincoln, Nebraska

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

That the INLAND INSURANCE COMPANY, a corporation of the State of Nebraska having its principal office in the City of Lincoln, Nebraska, pursuant to the following Bylaw, which was adopted by the Board of Directors of the said Company on July 23, 1981, to wit:

"Article V-Section 6. RESIDENT OFFICERS AND ATTORNEYS-IN-FACT. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall have the authority to appoint Resident Vice Presidents and Attorneys-In-Fact, with the power and authority to sign, execute, acknowledge and deliver on its behalf, as Surety: Any and all undertakings of suretyship and to affix thereto the corporate seal of the corporation. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall also have the authority to remove and revoke the authority of any such appointee at any time."

does hereby make, constitute and appoint

WILLIAM M. O'CONNELL, JR. OR SARAH FINN OR SUE WOOD OR SHELLY CZAJKOWSKI OR  
DEBBIE POPPE OR CELESTE T. MOORE-HELMS OR DEBBIE A. HASLAM,  
DENVER, COLORADO

its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety:  
Any and all undertakings of suretyship

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Lincoln, Nebraska, in their own persons.

The following Resolution was adopted at the Regular Meeting of the Board of Directors of the INLAND INSURANCE COMPANY, held on July 23, 1981:

"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed in accordance with Article V-Section 6 of the Company Bylaws: and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

All authority hereby conferred shall remain in full force and effect until terminated by the Company.

IN WITNESS WHEREOF, INLAND INSURANCE COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereunto affixed this 21 day of JUNE, 2000.

INLAND INSURANCE COMPANY

Secretary

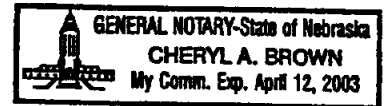
State of Nebraska )  
                          ) ss.  
County of Lancaster )

By

Vice President



On this 21 day of JUNE, 2000, before me personally came Robert L. Privett, to me known, who being by me duly sworn, did depose and say that (s)he resides in the County of Seward, State of Nebraska; that (s)he is the Vice President of the INLAND INSURANCE COMPANY, the corporation described in and which executed the above instrument; that (s)he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed (his) (her) name by like order; and that Bylaw, Article V-Section 6, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.



My Commission Expires April 12, 2003.

Notary Public

I, Jeanne Beno, Assistant Secretary of INLAND INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said INLAND INSURANCE COMPANY, which is still in full force and effect.

Signed and sealed at the City of Lincoln, Nebraska this 24th day of April, 2001.

Assistant Secretary





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: Vogel Concrete Inc
2. Permanent main office address: 1313 Blue Spruce
3. When organized: 1986
4. If a corporation, where incorporated: 1986
5. How many years have you been engaged in the contracting business under your present firm or trade name? 25
6. Contracts on hand: (Schedule these, showing the amount of each contract and the appropriate anticipated dates of completion.)  
Rehab Phase II  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. General character of Work performed by your company:  
Concrete Flatwork  
\_\_\_\_\_  
\_\_\_\_\_
8. Have you ever failed to complete any Work awarded to you? NO  
If so, where and why? \_\_\_\_\_  
\_\_\_\_\_
9. Have your 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.  
Red Access  
Rehab Phase II
12. List your major equipment available for this contract.  
Trucks, Backhoe, Bobcats
13. Experience in construction Work similar in importance to this project:  
yes
14. Background and experience of the principal members of your organization, including officers:  
DAN - 25 yrs  
Kevin - 12 yrs  
Parrell - 30 yrs
15. Credit available: \$ 100,000.
16. Bank reference: yes
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? yes  
 If yes, in what city, county and state? \_\_\_\_\_ What  
 class, license and numbers? \_\_\_\_\_
19. Do you anticipate subcontracting Work under this Contract? yes  
 If yes, what percent of total contract? 20%  
 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

What company? 2,000,000  
American Family

22. What are your company's bonding limitations? 1,000,000. Per Job

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 3:00 P.M. this 23 day of April, 2001.

Name of Bidder V Daniel Vogel

By: Daniel Vogel

Title: Pres

State of Co.

County of Larimer

Daniel Vogel of \_\_\_\_\_ being duly sworn deposes and says that he is (name of organization) and that

the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this 23<sup>rd</sup> day of April, 2001.

Melisa Clark  
Notary Public  
WELLS FARGO BANK WEST, N.A.  
FORT COLLINS OFFICE  
307 S. COLLEGE AVE.  
FORT COLLINS, CO 80524



My Commission Expires 12-11-04

My commission expires Dec. 11, 2001

