

# 5717

SECTION 00300

BID FORM

PROJECT: CONCRETE PROJECT - PHASE I; BID NO. 5717

Place FT. COLLINS  
Date 7/02/02

1. In compliance with your Invitation to Bid dated 7/02/02, 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 590 (\$) \_\_\_\_\_ 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.
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. 0 through \_\_\_\_\_.

Vogel Concrete Inc.  
CONTRACTOR

BY: DAN Vogel

ADDRESS: 1313 Blue Spruce Dr.  
FT. COLLINS CO. 80524

8. BID SCHEDULE (Base Bid)

Please use 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:

Dan Vogel 7/02/02  
Signature Date  
Pres.  
Title

License Number (If Applicable)

(Seal - if Bid is by corporation)

Attest: Chanda Vogel

Address 1408 STEEPLECHASE DR  
FT COLLINS, CO 80524

Telephone 484-8849

00330  
**BID SCHEDULE**

City of Fort Collins 2002 Concrete Project - Phase I  
 Bid No. 5717

Item No.	Description	Unit	Contract Quantity	Estimated Cost	
				Unit	Total
202.01	Sawcut 4"	L.F.	0	\$ 3.00	\$ - 0 -
403.50	Temporary Patching	Ton	425	\$ 155.18	\$ 65,951.50
604.10	Reconstruct Inlet Deck - Catch Basin	Each	1	\$ 1,000.00	\$ 1,000.00
604.11	Reconstruct Inlet Deck - Catch Basin Additional Foot Opening	L.F.	0	\$ 120.00	\$ - 0 -
604.12	Reconstruct Curb Inlet Deck - 4' Opening	Each	1	\$ 1,100.00	\$ 1,100.00
604.13	Reconstruct Curb Inlet Deck - Additional Foot Opening	L.F.	0	\$ 170.00	\$ - 0 -
604.14	Type 13 - Curb Inlet with Frame, Grate and Adjustable Curb Bonnet	Each	1	\$ 1,560.00	\$ 1,560.00
604.15	Concrete Sidewalk Culvert	Each	0	\$ 1200.00	\$ - 0 -
604.16	Metal Sidewalk Culvert - 5/8" Plate	Each	2	\$ 1,450.00	\$ 2,900.00
604.17	Additional Square Foot 5/8" Plate	S.F.	0	\$ 120.00	\$ - 0 -
604.18	Catch Basin Inlet	Each	0	\$ -	\$ - 0 -
608.01	Remove and Haul Fillets	Each	0	\$ 120.00	\$ - 0 -
608.02	Apron - Remove and Replace	S.F.	6100	\$ 6.62	\$ 40,260.00
608.03	Crosspan - Remove and Replace	S.F.	4800	\$ 6.60	\$ 31,680.00
608.04	Driveover Curb, Gutter & 4" Sidewalk - Remove and Replace	L.F.	1350	\$ 35.25	\$ 47,587.50
608.05	Driveover Curb, Gutter and 6" Sidewalk - Remove and Replace	L.F.	750	\$ 36.75	\$ 27,562.50
608.06	Driveover Curb and Gutter - No Sidewalk - Remove and Replace	L.F.	25	\$ 21.40	\$ 535.00
608.07	Driveover Curb, Gutter & Drive Approach - Remove and Replace	L.F.	20	\$ 36.00	\$ 720.00
608.08	Vertical Curb, Gutter & 4" Sidewalk - Remove and Replace	L.F.	300	\$ 39.00	\$ 11,700.00
608.09	Vertical Curb, Gutter & 6" Sidewalk - Remove and Replace	L.F.	150	\$ 41.00	\$ 6,150.00
608.10	Vertical Curb and Gutter - No Sidewalk - Remove and Replace	L.F.	2900	\$ 25.50	\$ 73,950.00
608.11	Vertical Curb, Gutter and Drive Approach - Remove and Replace	L.F.	550	\$ 39.00	\$ 21,450.00
608.12	Vertical Curb, Gutter and Drive Approach - No Sidewalk - Remove and Replace	L.F.	75	\$ 36.00	\$ 2,700.00
608.13	Vertical Outfall Curb and Gutter - Remove and Replace	L.F.	25	\$ 22.00	\$ 550.00
608.14	Hollywood Curb, Gutter & 4" Sidewalk - Remove and Replace	L.F.	2800	\$ 31.50	\$ 88,200.00
608.15	Hollywood Curb, Gutter & 6" Sidewalk - Remove and Replace	L.F.	900	\$ 33.00	\$ 29,700.00
608.16	Hollywood Curb and Gutter - No Sidewalk - Remove and Replace	L.F.	35	\$ 21.00	\$ 735.00
608.17	Hollywood Curb, Gutter & Drive Approach - Remove and Replace	L.F.	475	\$ 33.00	\$ 15,675.00
608.18	Highback Curb & Gutter -No Sidewalk- Remove and Replace	L.F.	0	\$ 32.00	\$ - 0 -
608.19	Highback Curb, Gutter and Drive Approach - Remove and Replace	L.F.	0	\$ 38.00	\$ - 0 -
608.20	Pedestrian Access Ramp, Driveover Curb Remove and Replace	L.F.	500	\$ 44.00	\$ 22,000.00
608.21	Pedestrian Access Ramp - Vertical Curb - Remove and Replace	L.F.	200	\$ 40.50	\$ 8,100.00
608.22	Pedestrian Access Ramp - Hollywood Curb - Remove and Replace	L.F.	375	\$ 38.00	\$ 14,250.00
608.23	Pedestrian Access Ramp - Highback Curb - Remove and Replace	S.F.	0	\$ 9.00	\$ - 0 -
608.24	4" Flatwork - Remove & Replace	S.F.	1050	\$ 4.90	\$ 5,145.00
<b>TOTAL PAGE 1</b>					\$ 521,161.50

00330  
 BID SCHEDULE

City of Fort Collins 2002 Concrete Project - Phase I  
 Bid No. 5717

Item No.	Description	Unit	Contract Quantity	Estimated Cost	
				Unit	Total
608.25	6" Flatwork - Remove & Replace	S.F.	1400	\$ 5.50	\$ 7700.00
608.26	Replace Flatwork - 1" Additional Depth	S.F.	0	\$ .60	\$ - 0 -
608.27	4' Valley Pan - 6" Depth	S.F.	90	\$ 9.50	\$ 855.00
608.28	Aggregate Base Course CIP	Ton	1000	\$ 27.00	\$ 27000.00
608.29	Aggregate Base Course - Placment Only	Ton	0	\$ 20.00	\$ - 0 -
608.30	8" Alley Pavement - Remove & Replace	S.F.		\$ 7.00	
608.31	Highback Alley Approach 8" - Remove & Replace	L.F.		\$ 52.00	
608.32	Expansion & Caulking	L.F.	150	\$ 4.00	\$ 600.00
614.01	"No Parking" Sign With Stand	Per Day Per Each	1200	\$ 2.10	\$ 2520.00
614.02	Vertical Panel Without Light	Per Day Per Each	200	\$ .65	\$ 130.00
614.03	Type I Barricade Without Light	Per Day Per Each	9500	\$ .75	\$ 7125.00
614.04	Type II Barricade Without Light	Per Day Per Each	50	\$ .65	\$ 32.50
614.05	Type III Barricade Without Light	Per Day Per Each	100	\$ 4.00	\$ 400.00
614.06	Size A Sign With Stand	Per Day Per Each	1000	\$ 1.60	\$ 1600.00
614.07	Size B Sign With Stand	Per Day Per Each	200	\$ 1.80	\$ 360.00
614.08	Size A Specialty Sign - Cost of Manufacturing	Each	5	\$ 80.00	\$ 400.00
614.09	Size B Specialty Sign - Cost of Manufacturing	Each	5	\$ 85.00	\$ 425.00
614.10	Cone With Reflective Strip	Per Day Per Each	300	\$ .70	\$ 210.00
614.11	Safety Fence	Per Day Per Roll	10	\$ 5.36	\$ 53.60
614.12	Light - Steady Burn	Per Day Per Each	50	\$ .37	\$ 18.50
614.13	Light - Flashing	Per Day Per Each	1350	\$ .37	\$ 499.50
614.14	Advance Warning Flashing - or Sequencing Arrow Panel	Per Day Per Each	5	\$ 86.00	\$ 430.00
614.15	Traffic Control Supervisor	Per Day	25	\$ 375.00	\$ 9375.00
614.16	Traffic Control Supervisor	Per Hour	200	\$ 37.50	\$ 7500.00
614.17	Flagging	Per Hour	1050	\$ 21.40	\$ 22470.00
TOTAL PAGE 2					\$ 89,704.00
TOTAL PAGE 1					\$ 521,161.50
TOTAL COST					\$ 610,865.50

SIX HUNDRED TEN THOUSAND EIGHT HUNDRED SIXTY-FIVE Dollars and 69/100 cents.

Signed: Dan Vogel Address: 1313 BLUE SPRUCE DR. SUITE B  
 Company: VOGEL CONCRETE INC. FT COLLINS, CO 80524  
 Phone/Fax: 484-3880 / 407-9484

Individual Doing Business in Company Name  
 Corporation  
 Partnership

*We can only guarantee a starting date of Aug 19, 2002. Possibly earlier.*

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, CONCRETE PROJECT - PHASE I; BID NO. 5717.

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: Vogel Concrete Inc
2. Permanent main office address: 1313 Blue Spruce Dr. FT. Collins
3. When organized: 1978
4. If a corporation, where incorporated: Co.
5. How many years have you been engaged in the contracting business under your present firm or trade name? 24
6. Contracts on hand: (Schedule these, showing the amount of each contract and the appropriate anticipated dates of completion.)  
Ped Access  
C.S.U. Ped mall  
\_\_\_\_\_  
\_\_\_\_\_
7. General character of Work performed by your company:  
RXR Concrete Walks, Curbs, Drives  
\_\_\_\_\_
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.  
 \_\_\_\_\_  
 \_\_\_\_\_ *City Rehab*  
 \_\_\_\_\_ *Ped Access*  
 \_\_\_\_\_ *P.R.T.*
12. List your major equipment available for this contract.  
 \_\_\_\_\_ *on record*  
 \_\_\_\_\_
13. Experience in construction Work similar in importance to this project:  
 \_\_\_\_\_ *on record*  
 \_\_\_\_\_
14. Background and experience of the principal members of your organization, including officers:  
 \_\_\_\_\_ *on record*  
 \_\_\_\_\_
15. Credit available: \$ *500,000.<sup>00</sup>*
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? *Licensed*  
 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

\$ 2,000,000.  
What company? American Family

22. What are your company's bonding limitations? \$ 2,000,000.

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 Wells Fargo this 1 day of July, 2002.

Name of Bidder Vogel Concrete Inc

BY: Daniel Vogel

Title: \_\_\_\_\_

State of Colorado

County of Larimer

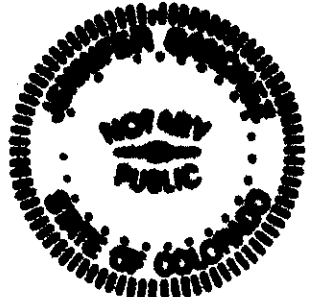
\_\_\_\_\_ being duly sworn deposes and says that he is Pres of Vogel concrete Inc. and that

(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 1 day of July, 2002.

Jennifer Sanchez  
Notary Public

My commission expires 3-24-06



My Commission Expires 3/24/2006



BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the undersigned Vogel Concrete, Inc.  
Fort Collins, Colorado as Principal, and Inland Insurance Company

as Surety, are hereby held and firmly bound unto the City of Fort Collins, Colorado, as Owner, in the penal sum of Five Percent of 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 Construction Agreement for the construction of City of Fort Collins Project, Bid No. 5717, Concrete Project-Phase I, Fort Collins, Colorado

WHEREAS, the Owner, as a condition for receiving said bid, required 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 Construction 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 2nd day of July, ~~XX2002~~ 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, 80524

P. O. Box 80468  
Lincoln, NE 68501

By: *[Signature]*

*[Signature]*

Title: *Pres.*

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

(SEAL)

(SEAL)

NOTE: Surety Companies executing bonds must be authorized to transact business in the State of Colorado and be acceptable to the Owner.



**LOCKTON**

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

GARRY L. WESSELINK OR KAREN A. FEGGESTAD OR SHELLEY CZAJKOWSKI  
OR DEBBIE POPPE OR CELESTE T. MOORE-HELMS OR DEBBIE A. HASLAM  
OR WILLIAM M. O'CONNELL, 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.

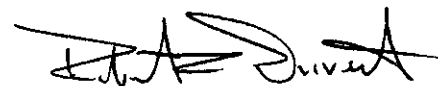
The following Resolution was adopted at the Regular Meeting of the Board of Directors of the INLAND INSURANCE COMPANY, held on July 23, 1981:

"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.

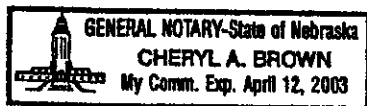
IN WITNESS WHEREOF, INLAND INSURANCE COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereunto affixed this 29 day of JANUARY, 20 02.


  
Secretary  
State of Nebraska )  
                          ) ss.  
County of Lancaster )

INLAND INSURANCE COMPANY  
  
Vice President



On this 29 day of JANUARY, 20 02, 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 2nd day of July, 20 02.



SECTION 00510  
NOTICE OF AWARD

Date: August 7, 2002

TO: Vogel Concrete, Inc.

PROJECT: CONCRETE PROJECT - PHASE I; BID NO. 5717

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

You are hereby notified that your Bid dated July 2, 2002 for the above project has been considered. You are the apparent successful Bidder and have been awarded an Agreement for CONCRETE PROJECT - PHASE I; BID NO. 5717.

The Price of your Agreement is Six Hundred Seven Thousand Seven Hundred Twenty-eight Dollars and Ten cents (\$607,728.10).

Three (3) copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award. Three (3) 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 August 22, 2002.

1. You must deliver to the OWNER three (3) 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, FNIGP  
Director of Purchasing and Risk Management  
Title

9/12/01

Section 00510 Page 1

SECTION 00520

AGREEMENT

THIS AGREEMENT is dated as of the 7th day of August in the year of 2002 and shall be effective on the date this AGREEMENT is signed by the City.

The City of Fort Collins (hereinafter called OWNER) and  
Vogel Concrete, Inc. (hereinafter called CONTRACTOR)

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Project for which the Work under the Contract Documents may be the whole or only a part is defined as the removal and/or installation of concrete curbs, gutters, sidewalks, crosspans, aprons, drive approaches and pedestrian access ramps, and placement of temporary asphalt patching adjacent to new concrete, on designated streets in the City of Fort Collins and is generally described in Section 01010.

ARTICLE 2. ENGINEER

The Project has been designed by City of Fort Collins Engineering, who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIMES

3.1 Contract Period. This Agreement shall commence when this contract is signed by the City, and shall continue in full force until June 30, 2003, 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 two (2) additional one year periods. Pricing changes, if any, shall be negotiated by and agreed to by both parties in writing.

3.2 The Work shall be Substantially Complete within 65 working days after the date when the Contract Times commence to run as provided in the General Conditions and completed and ready for Final Payment and Acceptance in accordance with the General Conditions within 70 working days after the date when the Contract Times commence to run.

3.2. 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 paragraph 3.1. above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions.

9/12/01

Section 00520 Page 1

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, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as penalty) CONTRACTOR shall pay OWNER the amounts set forth hereafter.

- 1) Substantial Completion:  
One Thousand Dollars (\$1,000.00) for each calendar day or fraction thereof that expires after the Sixty-five (65) working day period for Substantial Completion of the Work until the Work is Substantially Complete.
- 2) Final Acceptance:  
After Substantial Completion, Five Hundred Dollars (\$500.00) for each calendar day or fraction thereof that expires after the Five (5) working day period for Final Payment and Acceptance until the Work is ready for Final Payment and Acceptance.

#### ARTICLE 4. CONTRACT PRICE

4.1. OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds as follows: (\$607,728.10), Six Hundred Seven Thousand Seven Hundred Twenty-eight Dollars and Ten cents, in accordance with Section 00300, attached and incorporated herein by this reference.

#### ARTICLE 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1. PROGRESS PAYMENTS. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Application for Payment as recommended by ENGINEER, once each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in paragraph 2.6 of the General Conditions and in the case of Unit Price Work based on the number of units completed, and in accordance with the General Requirements concerning Unit Price Work.

5.1.1. Prior to Substantial Completion, progress payments will be in the amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions. 90% of the value of Work completed until the Work has been 50% completed as determined by ENGINEER, when the retainage equals 5% of the Contract Price, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work

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completed in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed. 90% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.2 of the General Conditions) may be included in the application for payment.

5.1.2. Upon Substantial Completion payment will be made in an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as ENGINEER shall determine or OWNER may withhold in accordance with paragraph 14.7 of the General Conditions or as provided by law.

5.2. FINAL PAYMENT. Upon Final Completion and Acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.13.

#### ARTICLE 6. CONTRACTOR'S REPRESENTATION

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

6.1. CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, site, locality, and with all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

6.2. CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.2 of the General Conditions.

6.3. CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports, and studies (in addition to or to supplement those referred to in paragraph 6.2 above) which pertain to the subsurface or physical condition at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

6.4. CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by

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CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents, including specifically the provision of paragraph 4.3. of the General Conditions.

6.5. CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

6.6. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

#### ARTICLE 7. CONTRACT DOCUMENTS

7.1 The Contract Documents which comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work consist of the General Conditions, Supplementary Conditions, those items included in the definition of "Contract Documents" in Article 1.10 of the General Conditions, and such other items as are referenced in this Article 7, all of which are incorporated herein by this reference.

7.2 Forms for use by CONTRACTOR in performing the Work and related actions in carrying out the terms of this Agreement are deemed Contract Documents and incorporated herein by this reference, and include, but are not limited to, the following:

- 7.2.1 Certificate of Substantial Completion
- 7.2.2 Certificate of Final Acceptance
- 7.2.3 Lien Waiver Releases
- 7.2.4 Consent of Surety
- 7.2.5 Application for Exemption Certificate
- 7.2.6 Application for Payment

7.4. Addenda Numbers NA to NA, inclusive.

7.5. The Contract Documents also include all written amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions.

7.6. There are no Contract Documents other than those listed or incorporated by reference in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.5 and 3.6 of the General Conditions.

#### ARTICLE 8. MISCELLANEOUS

8.1. Terms used in this Agreement which are defined in Article I of the General Conditions shall have the meanings indicated in the General Conditions.

8.2. No assignment by a party hereto of any rights under or interests in

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the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but not without limitations, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge that assignor from any duty or responsibility under the Contract Document.

8.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, Agreement and obligations contained in the Contract Document.

OWNER: CITY OF FORT COLLINS

CONTRACTOR: Vogel Concrete, Inc.

By: \_\_\_\_\_  
JOHN F. FISCHBACH, CITY MANAGER

By: \_\_\_\_\_

BY: \_\_\_\_\_  
JAMES B. O'NEILL II, CPPO, FNIGP  
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

AUG - 5 2002

Vogel Concrete  
1313 Blue Spruce Dr. Suite B  
Ft. Collins Co 80524  
Ph 484-3880 Fax 407-9484  
February 12, 2002

John Stephens  
City of Fort Collins Purchasing  
256 W. Mountain Ave.  
Fort Collins, CO 80521

Dear Mr. Stephens:

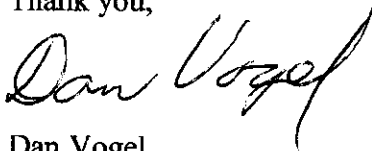
This letter is to correct three bid items on bid #5717, Concrete Project Phase 1.

#608.04 corrected unit cost - \$34.25

#608.12 corrected unit cost - \$25.5

#608.28 corrected unit cost - \$26.00

Thank you,



Dan Vogel

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**BID SCHEDULE**

City of Fort Collins 2002 Concrete Project - Phase I  
 Bid No.5717

*Revised - J 8/7/02*

Item No.	Description	Unit	Contract Quantity	Estimated Cost	
				Unit	Total
202.01	Sawcut 4"	L.F.	0	\$ 3.00	\$ -
403.50	Temporary Patching	Ton	425	\$ 155.18	\$ 65,951.50
604.10	Reconstruct Inlet Deck - Catch Basin	Each	1	\$ 1,000.00	\$ 1,000.00
604.11	Reconstruct Inlet Deck - Catch Basin Additional Foot Opening	L.F.	0	\$ 120.00	\$ -
604.12	Reconstruct Curb Inlet Deck - 4' Opening	Each	1	\$ 1,100.00	\$ 1,100.00
604.13	Reconstruct Curb Inlet Deck - Additional Foot Opening	L.F.	0	\$ 170.00	\$ -
604.14	Type 13 - Curb Inlet with Frame, Grate and Adjustable Curb Bonnet	Each	1	\$ 1,560.00	\$ 1,560.00
604.15	Concrete Sidewalk Culvert	Each	0	\$ 1,200.00	\$ -
604.16	Metal Sidewalk Culvert - 5/8" Plate	Each	2	\$ 1,450.00	\$ 2,900.00
604.17	Additional Square Foot 5/8" Plate	S.F.	0	\$ 120.00	\$ -
604.18	Catch Basin Inlet	Each	0	\$ -	\$ -
608.01	Remove and Haul Fillets	Each	0	\$ 120.00	\$ -
608.02	Apron - Remove and Replace	S.F.	6100	\$ 6.60	\$ 40,260.00
608.03	Crossspan - Remove and Replace	S.F.	4800	\$ 6.60	\$ 31,680.00
608.04	Driveover Curb, Gutter & 4" Sidewalk - Remove and Replace	L.F.	1350	\$ 34.25	\$ 46,237.50
608.05	Driveover Curb, Gutter and 6" Sidewalk - Remove and Replace	L.F.	750	\$ 36.75	\$ 27,562.50
608.06	Driveover Curb and Gutter - No Sidewalk - Remove and Replace	L.F.	25	\$ 21.40	\$ 535.00
608.07	Driveover Curb, Gutter & Drive Approach - Remove and Replace	L.F.	20	\$ 36.00	\$ 720.00
608.08	Vertical Curb, Gutter & 4" Sidewalk - Remove and Replace	L.F.	300	\$ 39.00	\$ 11,700.00
608.09	Vertical Curb, Gutter & 6" Sidewalk - Remove and Replace	L.F.	150	\$ 41.00	\$ 6,150.00
608.10	Vertical Curb and Gutter - No Sidewalk - Remove and Replace	L.F.	2900	\$ 25.50	\$ 73,950.00
608.11	Vertical Curb, Gutter and Drive Approach - Remove and Replace	L.F.	550	\$ 39.00	\$ 21,450.00
608.12	Vertical Curb, Gutter and Drive Approach - No Sidewalk - Remove and Replace	L.F.	75	\$ 25.50	\$ 1,912.50
608.13	Vertical Outfall Curb and Gutter - Remove and Replace	L.F.	25	\$ 22.00	\$ 550.00
608.14	Hollywood Curb, Gutter & 4" Sidewalk - Remove and Replace	L.F.	2800	\$ 31.50	\$ 88,200.00
608.15	Hollywood Curb, Gutter & 6" Sidewalk - Remove and Replace	L.F.	900	\$ 33.00	\$ 29,700.00
608.16	Hollywood Curb and Gutter - No Sidewalk - Remove and Replace	L.F.	35	\$ 21.00	\$ 735.00
608.17	Hollywood Curb, Gutter & Drive Approach - Remove and Replace	L.F.	475	\$ 33.00	\$ 15,675.00
608.18	Highback Curb & Gutter -No Sidewalk- Remove and Replace	L.F.	0	\$ 32.00	\$ -
608.19	Highback Curb, Gutter and Drive Approach - Remove and Replace	L.F.	0	\$ 38.00	\$ -
608.20	Pedestrian Access Ramp, Driveover Curb Remove and Replace	L.F.	500	\$ 44.00	\$ 22,000.00
608.21	Pedestrian Access Ramp - Vertical Curb - Remove and Replace	L.F.	200	\$ 40.50	\$ 8,100.00
608.22	Pedestrian Access Ramp - Hollywood Curb - Remove and Replace	L.F.	375	\$ 38.00	\$ 14,250.00
608.23	Pedestrian Access Ramp - Highback Curb - Remove and Replace	S.F.	0	\$ 9.00	\$ -
608.24	4" Flatwork - Remove & Replace	S.F.	1050	\$ 4.90	\$ 5,145.00
<b>TOTAL PAGE 1</b>					<b>\$10,024.00</b>

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**BID SCHEDULE**

City of Fort Collins 2002 Concrete Project - Phase I  
 Bid No.5717

Item No.	Description	Unit	Contract Quantity	Estimated Cost	
				Unit	Total
608.25	6" Flatwork - Remove & Replace	S.F.	1400	\$ 5.50	\$ 7,700.00
608.26	Replace Flatwork - 1" Additional Depth	S.F.	0	\$ 0.60	\$ -
608.27	4' Valley Pan - 6" Depth	S.F.	90	\$ 9.50	\$ 855.00
608.28	Aggregate Base Course CIP	Ton	1000	\$ 26.00	\$ 26,000.00
608.29	Aggregate Base Course - Placment Only	Ton	0	\$ 20.00	\$ -
608.30	8" Alley Pavement - Remove & Replace	S.F.		\$ 7.00	\$ -
608.31	Highback Alley Approach 8" - Remove & Replace	L.F.		\$ 52.00	\$ -
608.32	Expansion & Caulking	L.F.	150	\$ 4.00	\$ 600.00
614.01	"No Parking" Sign With Stand	Per Day Per Each	1200	\$ 2.10	\$ 2,520.00
614.02	Vertical Panel Without Light	Per Day Per Each	200	\$ 0.65	\$ 130.00
614.03	Type I Barricade Without Light	Per Day Per Each	9500	\$ 0.75	\$ 7,125.00
614.04	Type II Barricade Without Light	Per Day Per Each	50	\$ 0.65	\$ 32.50
614.05	Type III Barricade Without Light	Per Day Per Each	100	\$ 4.00	\$ 400.00
614.06	Size A Sign With Stand	Per Day Per Each	1000	\$ 1.60	\$ 1,600.00
614.07	Size B Sign With Stand	Per Day Per Each	200	\$ 1.80	\$ 360.00
614.08	Size A Specialty Sign - Cost of Manufacturing	Each	5	\$ 80.00	\$ 400.00
614.09	Size B Specialty Sign - Cost of Manufacturing	Each	5	\$ 85.00	\$ 425.00
614.10	Cone With Reflective Strip	Per Day Per Each	300	\$ 0.70	\$ 210.00
614.11	Safety Fence	Per Day Per Roll	10	\$ 5.36	\$ 53.60
614.12	Light - Steady Burn	Per Day Per Each	50	\$ 0.37	\$ 18.50
614.13	Light - Flashing	Per Day Per Each	1350	\$ 0.37	\$ 499.50
614.14	Advance Warning Flashing - or Sequencing Arrow Panel	Per Day Per Each	5	\$ 86.00	\$ 430.00
614.15	Traffic Control Supervisor	Per Day	25	\$ 375.00	\$ 9,375.00
614.16	Traffic Control Supervisor	Per Hour	200	\$ 37.50	\$ 7,500.00
614.17	Flagging	Per Hour	1050	\$ 21.40	\$ 22,470.00
<b>TOTAL PAGE 2</b>					<b>88,704.10</b>
<b>TOTAL PAGE 1</b>					<b>519,024.00</b>
<b>TOTAL COST</b>					<b>607,728.10</b>

Six Hundred Seven Thousand, Seven Hundred Twenty Eight Dollars, and Ten Cents.

Signed \_\_\_\_\_ Address \_\_\_\_\_

Company \_\_\_\_\_

Check One: \_\_\_\_\_ Phone/Fax \_\_\_\_\_

\_\_\_\_\_ Individual Doing Business in Company Name  
 \_\_\_\_\_ Corporation  
 \_\_\_\_\_ Partnership