



## Administrative Services

### Purchasing Division

#### CITY OF FORT COLLINS

#### INVITATION TO BID

**BID #5878**

#### PEDESTRIAN BRIDGE AND ABUTMENTS

**BID OPENING: SEPTEMBER 23, 2004 (our clock)**

Sealed bids will be received and publicly opened at the office of the Director Of Purchasing and Risk Management, PO Box 580, 215 North Mason St., 2nd floor, Fort Collins, Colorado 80522, at the time and date noted on the bid proposal and/or contract documents. If delivered, they are to be sent to 215 North Mason Street, 2<sup>nd</sup> Floor, Fort Collins, Colorado 80524. If mailed, the address is P.O. Box 580, Fort Collins, 80522-0580.

**Bids must be received at the Purchasing Office prior to 3:00p.m. (our clock), September 23, 2004.**

**A copy of the Bid may be obtained as follows:**

1. Download the Bid from the Purchasing Webpage, Current Bids page, at: [www.fcgov.com/purchasing](http://www.fcgov.com/purchasing).
2. Come by Purchasing at 215 North Mason St., 2nd floor, Fort Collins, and request a copy of the Bid.

#### **Special Instructions**

All bids must be properly signed by an authorized representative of the company with the legal capacity to bind the company to the agreement. Bids may be withdrawn up to the date and hour set for closing. Once bids have been accepted by the City and closing has occurred, failure to enter into contract or honor the purchase order will be cause for removal of supplier's name from the City of Fort Collins' bidders list for a period of twelve months from the date of the opening. The City may also pursue any remedies available at law or in equity. Bid prices must be held firm for a period of forty-five (45) days after bid openings.

Submission of a bid is deemed as acceptance of all terms, conditions and specifications contained in the City's specifications initially provided to the bidder. Any proposed modification must be accepted in writing by the City prior to award of the bid.

Only bids properly received by the Purchasing Office will be accepted. All bids should be clearly identified by the bid number and bid name contained in the bid proposal.

No proposal will be accepted from, or any purchase order awarded, to any person, firm or corporation in default on any obligation to the City.

Bids must be furnished exclusive of any federal excise tax, wherever applicable.

Bidders must be properly licensed and secure necessary permits wherever applicable.

Bidders not responding to this bid will be removed from our automated vendor listing for the subject commodities.

The City may elect where applicable, to award bids on an individual item/group basis or on a total bid basis, whichever is most beneficial to the City. The City reserves the right to accept or reject any and all bids, and to waive any irregularities or informalities.

Sales prohibited/conflict of interest: no officer, employee, or member of City Council, shall have a financial interest in the sale to the City of any real or personal property, equipment, material, supplies or services where such officer or employee exercises directly or indirectly any decision-making authority concerning such sale or any supervisory authority over the services to be rendered. This rule also applies to subcontracts with the City. Soliciting or accepting any gift, gratuity, favor, entertainment, kickback or any items of monetary value from any person who has or is seeking to do business with the City of Fort Collins is prohibited.

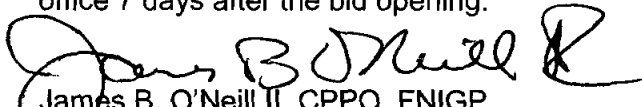
Freight terms: unless otherwise noted, all freight is F.O.B. Destination, Freight Prepaid. All freight charges must be included in prices submitted on proposal.

Discounts: any discounts allowed for prompt payment, etc., must be reflected in bid figures and not entered as separate pricing on the proposal form.

Purchasing restrictions: your authorized signature of this bid assures your firm's compliance with the City's purchasing restrictions. A copy of the resolutions are available for review in the Purchasing Office or the City Clerk's Office. Request Resolution 91-121 for cement restrictions.

Collusive or sham bids: any bid deemed to be collusive or a sham bid will be rejected and reported to authorities as such. Your authorized signature of this bid assures that such bid is genuine and is not a collusive or sham bid.

Bid results: for information regarding results for individual bids send a self-addressed, self-stamped envelope and a bid tally will be mailed to you. Bid results will be posted in our office 7 days after the bid opening.

  
James B. O'Neill II, CPPO, FNIGP  
Director of Purchasing and Risk Management

**BID PROPOSAL**

**BID #5878**

**PEDESTRIAN BRIDGE AND ABUTMENTS**

**BID OPENING: SEPTEMBER 23, 2004, 3:00p.m., (our clock)**

**WE HEREBY ENTER OUR BID FOR THE CITY OF FORT COLLINS REQUIREMENTS FOR PEDESTRIAN BRIDGE AND ABUTMENTS PER THE BID INVITATION AND ANY REFERENCED SPECIFICATIONS:**

The City of Fort Collins is requesting bids for the purchase and installation of a pedestrian bridge including abutments. The bridge will be located at the west end of Laporte Ave, at the base of Soldier Canyon Dam over the Dixon Feeder Canal. The bridge will serve as the Foothills Trail crossing of the canal. The Dixon Feeder Canal will be running water until October 30, so the soonest date for installation will be November 1, 2004. The contractor must perform all actions necessary to purchase and install the bridge at the site and must furnish all labor, materials, equipment and permits for a complete job. All work must be completed by November 30, 2004.

Any technical questions should be directed to Jim Miller, Project Manager, Natural Areas at 970-416-2206.

Any purchasing questions regarding this bid should be directed to John Stephen, CPPO, CPPB, Senior Buyer at (970)-221-6775.

A pre-bid will be held at the site on September 14, 2004 at 10:00 am. Meet at the west end of Laporte Avenue.

**BID SCHEDULE**

Provide a pedestrian bridge, unload bridge, install abutments and traffic control per attached specifications and drawings for a complete job:

**LUMP SUM \$** \_\_\_\_\_

Firm Name \_\_\_\_\_

Signature \_\_\_\_\_ Printed Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone # \_\_\_\_\_

Fax # \_\_\_\_\_

## **PROJECT SCOPE:**

1. Provide a 24'x 8' pedestrian bridge that meets all specifications set by the City (specifications are attached). Shop drawings must be reviewed by City representatives before final bid award is made.
2. Have the bridge delivered and off-loaded at the site. Contractor will coordinate with shipper and will provide a crane for off-loading.
3. Fabricate and install abutments as specified. Will need to provide for correct elevations and distances.
4. Provide temporary access, for construction purposes, to the south side of the canal.
5. The Contractor shall restore the work site and ditch channel to existing or better condition prior to leaving site after completing the work.
6. The project as defined shall be completed including all cleanup and site restoration by November 30, 2004.

## **Bidding Requirements:**

1. Submit a lump sum bid that includes all materials and labor required to perform the work as described in the project scope within the time allowed.
2. The apparent low bidder will be required to submit shop drawings to the City, within five work days after the bid opening, for approval by the City prior to being awarded the contract.

## **PEDESTRIAN AND LIGHT VEHICLE BRIDGE**

### **PART 1 - GENERAL**

#### **1.01 Description of Work**

- A. These specifications are for a fully engineered clear span bridge and shall be the minimum standards for design and construction.

#### **1.02 Quality Assurance**

- A. Bridge shall meet the referenced standards as called for in the following paragraphs.
- B. Bridge design shall be certified by a Registered Colorado Professional Engineer.

#### **1.03 Submittals**

- A. Submit complete shop drawings to the Customer/Engineer for review.
- B. Submit manufacturer's certification of compliance with referenced standards.
- C. Manufacturer (other than Big R Manufacturing) must be pre-approved by the Northern Colorado Water Conservancy District Project Engineer five (5) days prior to bid, and must meet or exceed all of the specifications, including the following:

1. The bridge manufacturer shall have been in the business of design and fabrication of bridges for a minimum of five years and provide a list of ten successful bridge projects, of similar construction, each of which has been in service at least three years.
2. The bridge supplier shall be the designer and fabricator of the bridge and shall not assign, sublet, or subcontract any part of the bridge fabrication.

#### **1.04 Product Delivery and Handling**

- A. Coordinate delivery requirements with manufacturer.
- B. Comply with manufacturer's requirements for unloading, lifting, and placement.

#### **1.05 Design Requirements**

- A. Railing: Minimum height of 54" (top of truss top chord).
- B. Maximum horizontal opening in railing of nine inches.
- C. Loading Design: Uniform live load of 85 psf. Concentrated live load of 10,000 pounds vehicle weight on bridge plus 30% impact. Minimum wind load of 25 psf. Horizontal pressure as if enclosed surface. Railing load of 50 pounds per lineal foot of horizontal load.
- D. Mounting plates shall allow for thermal expansion.
- E. All allowable design stresses shall be in compliance with the specifications of the design, fabrication and erection of structural steel for buildings by the American Institute of Steel Construction AISCf and UBC.
- F. Sizes:

Length: 24'- 0"

Clear unobstructed inside width: 8'- 0"

Vertical members shall be spaced 48" on center with odd panel dimensions divided between each end of the truss.

Railings: Install for full length of bridge.

Camber: 2% of total span length.

Bridge to accommodate abutment elevations noted on the drawings.

All decking shall be secured to the bridge members along the centerline of the bridge with two screws per board.

Nominal 6" steel rub rails on inside of bridge shall be placed 32" above the top of the bridge deck.

### **PART 2 - MATERIALS**

#### **2.01 Fabrication**

##### **A. General**

1. Workmanship, fabrication and shop connections shall be in accordance with AWS and AISC specifications.
2. All welding shall be done by welders certified for AWS, D.1 structural welding requirements.
3. Welding electrodes for self-weathering corrosion resistant steel shall have the same weathering characteristics such as E5018 or equivalent.

4. All boldly exposed members shall have mill scale removed according to steel structures preparation specifications #6 Commercial Blast Cleaning SSPC-SP6-63.

## B. Materials

1. Metal Fabrication

Bridge to be fabricated from high strength low-alloy atmospheric corrosion-resistance ASTM A606 type 4 steel, self-weathering, (U.S.S. Cor Ten) ASTM A242, or ASTM A588 structural steel shapes and tubing (FY=50,000 psi.). Bolts and nuts shall be in accordance with specifications for structural joints using ASTM A325 or A490 bolts. Anchor bolts A307 or A36. E8018 series electrodes or equivalent shall be used for welding. Material thickness and design of members shall be fully engineered for the length and style of each bridge requirement specified.

2. Decking

All decking shall be full thickness planks unless approved otherwise.

Wood decking shall be naturally durable hardwood Ipe (Tabebuia Spp Lapacho Group). All planks shall be partially air dried to a moisture content of 15% to 20%, and shall be supplied S4S (surfaced four sides), E4E (eased four edges), with the edges eased to a radius of 1/8". Measured at 30% moisture content, the width and thickness shall not vary from specified dimensions by more than  $\pm 0.04$  inches. All planks shall be supplied with the end sealed with "Anchorseal" Mobil CERM or an equal aqueous wax log sealer.

All planks shall be graded as FEQ-CAH (First Export Quality-Clear All Heart) grading rules, defined as follows:

Lumber shall be graded both faces and both edges.

Lumber shall be straight grained, maximum slope of grain to be 1:10.

Lumber shall be parallel cut without heart centers or sapwood.

Lumber shall be in sound condition, free from wormholes or knots.

Allowable Imperfections are:

All faces: Natural drying checks, discoloration caused by weathering or chemical reaction, bow or spring which can be removed using normal installation methods and tools.

Imperfections Not Allowed:

Longitudinal heart cracks, Internal cracks, Firm or Soft sap wood, Splits, End splits, Ring shades, Fungi affects (blue to gray, brown to red, white to yellow, or incipient decay), Deformation (twisting or cupping) which cannot be removed using normal installation methods and tools.

All planks shall meet or exceed the following mechanical properties (based on the 2" standard) as defined by the U.S. Forest Products Laboratory publications and testing data:

<u>MC%</u>	<u>Modulus of Rupture</u>	<u>Modulus of Elasticity</u>	<u>Max. Crush Strength</u>
12%	22,360 psi	3,140,000 psi	13,010 psi

Janka side hardness is 3680 lbs. at 12% moisture content

Average air-dry density is 66 to 75 pcf.

Basic specific gravity is 0.85 – 0.97.

All planks shall be naturally fire resistant without the use of any fire resistant preservatives to meet NFPA Class A and UBC Class I.

Planks shall be supplied that meet or exceed the Static Coefficient of Friction for both neolite and leather shoes in accordance with ASTM Test Method C1028-89.

<u>SHOE MATERIAL</u>	<u>FORCE IN POUNDS</u>	
	<u>DRY</u>	<u>WET</u>
Neolite	0.73	0.69
Leather	0.55	0.79

For transverse wood decking, wheel loads shall be assumed to act on one plank only. The wheel loads shall be distributed on the plank along a length equal to the tire print width. The plank shall be designed for shear and bending in accordance with the support conditions and spacing. For design, the following unfactored allowable stresses shall be used:

Allowable Bending	=	3700 psi
Allowable Shear	=	320 psi
Modulus of Elasticity	=	3,000,000 psi

At time of installation, planks are to be placed tight together with no gaps.

Every plank must be attached with at least one fastener at each end.

All fasteners to be zinc plated. Self-tapping screws or hex-head bolts, with a steel plank hold-down, are to be used at the ends of planks. Self-tapping screws or carriage bolts are to be used as interior connection fasteners when required. Power actuated fasteners will not be allowed.

Planks are to be drilled prior to Installation of bolts and/or screws.

In addition to at least one fastener at each end of every plank (typical for all installations), planks for bridges with widths of 72" to 143" shall be attached with a minimum of two fasteners at a location approximately near the center of the bridge width.

Attachments at the ends of the planks may be modified as required when obstructions, such as interior safety system elements, prevent installation of the specified hold-down system.

**C. Manufacturers**

1. Continental Bridges  
1-800-328-2047
2. Big "R" Manufacturing  
1-800-234-0734
3. Excel Bridges  
1-800-548-0054
4. Bridge America  
320-763-5600
5. Steadfast Bridges  
1-800-749-7515



SERVICES AGREEMENT

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 \_\_\_\_\_, 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. Scope of Services. The Service Provider agrees to provide services in accordance with the scope of services attached hereto as Exhibit "A", consisting of \_\_\_\_ (\_\_\_\_) page[s], and incorporated herein by this reference.

2. The Work Schedule. [Optional] The services to be performed pursuant to this Agreement shall be performed in accordance with the Work Schedule attached hereto as Exhibit "B", consisting of \_\_\_\_ (\_\_\_\_) page[s], and incorporated herein by this reference.

3. Time of Commencement and Completion of Services. The services to be performed pursuant to this Agreement shall be initiated within \_\_\_\_\_ (\_\_\_\_) days following execution of this Agreement. Services shall be completed no later than \_\_\_\_\_. Time is of the essence. Any extensions of the time limit set forth above must be agreed upon in a writing signed by the parties.

4. Contract Period. [Option 1] This Agreement shall commence upon the date of execution shown on the signature page of this Agreement and shall continue in full force and effect for one (1) year, unless sooner terminated as herein provided. In addition, at the option of the City, the Agreement may be extended for an additional period of one (1) year at the rates provided with written notice to the Professional mailed no later than ninety (90) days prior to contract end.

4. Contract Period. [Option 2] This Agreement shall commence \_\_\_\_\_, 200\_, and shall continue in full force and effect until \_\_\_\_\_, 200\_, 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 \_\_\_ ( ) 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 ninety (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/Notice. 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 delivered 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 addresses:

City:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Service Provider:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In the event of early termination by the City, the Service Provider shall be paid for services rendered to the date of termination, 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. The City shall pay the Service provider for the performance of this Contract, subject to additions and deletions provided herein, the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) [Option Cost Breakdown is attached Exhibit "C"]

8. City Representative. The City will designate, prior to commencement of the work, its representative who shall make, within the scope of his or her authority, all necessary and proper decisions with reference to the services provided under this agreement. All requests concerning this agreement shall be directed to the City Representative.

9. Independent Service provider. The services to be performed by Service Provider are those of an independent service provider and not of an employee of the City of Fort Collins. The City shall not be responsible for withholding any portion of Service Provider's compensation hereunder for the payment of FICA, Workmen's Compensation or other taxes or benefits or for any other purpose.

10. 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.

11. 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 or benefits provided to the City under this Agreement or cause of action arising out of performance of this Agreement.

12. 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.

13. 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.

14. 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.

15. 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 representatives, successors and assigns of said parties.

16. 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 \_\_\_\_, consisting of \_\_\_\_\_ (\_\_\_\_) pages[s], 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, P. O. Box 580, Fort Collins, Colorado 80522 one copy of a certificate evidencing the insurance coverage required from an insurance company acceptable to the City.

17. 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.

18. Law/Severability. The laws of the State of Colorado shall govern the construction interpretation, execution and enforcement of this Agreement. 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.

19. Special Provisions. [Optional] Special provisions or conditions relating to the services to be performed pursuant to this Agreement are set forth in Exhibit \_\_\_\_, consisting of \_\_\_\_ (\_\_\_\_) page[s], attached hereto and incorporated herein by this reference.

CITY OF FORT COLLINS, COLORADO  
a municipal corporation

By: \_\_\_\_\_  
James B. O'Neill II, CPPO, FNIGP  
Director of Purchasing and Risk Management

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Assistant City Attorney

[Insert Corporation's name] or  
[Insert Partnership name] or  
[Insert individual's name]  
Doing business as \_\_\_\_ [insert name of business]  
By: \_\_\_\_\_

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
CORPORATE PRESIDENT OR VICE PRESIDENT

Date: \_\_\_\_\_  
(Corporate Seal)

ATTEST:

\_\_\_\_\_  
CORPORATE SECRETARY

## EXHIBIT B

### INSURANCE REQUIREMENTS

1. The Service Provider will provide, from insurance companies acceptable to the City, the insurance coverage designated hereinafter and pay all costs. Before commencing work under this bid, the Service Provider shall furnish the City with certificates of insurance showing the type, amount, class of operations covered, effective dates and date of expiration of policies, and containing substantially the following statement:

"The insurance evidenced by this Certificate will not be cancelled or materially altered, except after ten (10) days written notice has been received by the City of Fort Collins."

In case of the breach of any provision of the Insurance Requirements, the City, at its option, may take out and maintain, at the expense of the Service Provider, such insurance as the City may deem proper and may deduct the cost of such insurance from any monies which may be due or become due the Service Provider under this Agreement. The City, its officers, agents and employees shall be named as additional insureds on the Service Provider's general liability and automobile liability insurance policies for any claims arising out of work performed under this Agreement.

2. Insurance coverages shall be as follows:

- A. **Workers' Compensation & Employer's Liability.** The Service Provider shall maintain during the life of this Agreement for all of the Service Provider's employees engaged in work performed under this agreement:
  1. Workers' Compensation insurance with statutory limits as required by Colorado law.
  2. Employer's Liability insurance with limits of \$100,000 per accident, \$500,000 disease aggregate, and \$100,000 disease each employee.
- B. **Commercial General & Vehicle Liability.** The Service Provider shall maintain during the life of this Agreement such commercial general liability and automobile liability insurance as will provide coverage for damage claims of personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from the performance of work under this Agreement. Coverage for property damage shall be on a "broad form" basis. The amount of insurance for each coverage, Commercial General and Vehicle, shall not be less than \$500,000 combined single limits for bodily injury and property damage.

In the event any work is performed by a subcontractor, the Service Provider shall be responsible for any liability directly or indirectly arising out of the work performed under this Agreement by a subcontractor, which liability is not covered by the subcontractor's insurance.