Date: Tuesday, March 28, 2017
Proposal Number: RFP 17-003
Proposal / Bid Title: Town of Bennett
Bennett Concrete Rubble Crushing

Proposal Will Be Received Until: Tuesday, April 11, 2017, 4:00 p.m., Local Time
Town Hall, 355 Fourth Street, Bennett, CO 80102

Goods or Services to Be Delivered to or Performed At: Town of Bennett, Colorado
For Additional Information Please Contact:
Daymon Johnson, Public Works Director
(303) 644-3249 Ext. 1005
djohnson@bennett.co.us

Documents Included in This Package:
- Request for Proposals Cover Sheet
- Invitation to Bid
- General Terms and Conditions
- Special Terms and Conditions
- Proposal Content
- Pricing Form
- Submission Form
- Substitute Form W-9
- Sample Construction Contract
- Construction Plans

If any of the documents listed above are missing from this package, they may be picked up at Bennett Town Hall, 355 Fourth Street, Bennett, Colorado 80102. If you require additional information, call Daymon Johnson at (303) 644-3249, ext 1005.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the contractor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (3) the offer is being submitted on behalf of the contractor in accordance with any terms and conditions set forth in this document, and (4) the contractor will accept any awards made to it as a result of the offer submitted herein for a minimum of ninety (90) calendar days following the date of submission.

PRINT OR TYPE YOUR INFORMATION
Name of Company: ____________________________ Fax: ___________
Address: ____________________________ City/State: ____________ Zip: ___________
Contact Person: ____________________________ Title: ____________ Phone: ___________
Authorized Representative’s Signature: ____________________________ Phone: ___________
Printed Name: ____________________________ Title: ____________ Date: ___________
Email Address: ____________________________
The Town of Bennett, Colorado, hereby gives notice that original sealed Bid Proposals will be received for the "Bennett Concrete Rubble Crushing Project". The project generally consists of crushing approximately 15,000 cubic yards (CY’s) of rebar-free concrete rubble to 3-inch minus size in an on-site stockpiling configuration acceptable to the Town of Bennett. Refer to the Pricing Form in the Request for Proposal materials for Contract Items and approximate quantities. No phone, fax or email bids will be accepted.

INSPECTION OF WORK AREA: Bidders are required to familiarize themselves with the Project work area, extending from Truman and 4th Streets in Bennett, northeast up to, and including a portion of, the Town's Wastewater Treatment Facility (WWTF). The Project work area may be viewed at any time, but may be viewed with Town staff members by appointment by contacting Daymon Johnson at (303) 644-3249, ext 1005.

BID DEADLINE: Bid Proposals will be received until 4:00 P.M., local time, on Tuesday, April 11, 2017, at the Town of Bennett, 355 Fourth Street, Bennett, Colorado 80102. Bids shall be addressed to the care of Daymon Johnson, Public Works Director, Town of Bennett, Colorado, and shall be labeled “Bennett Concrete Rubble Crushing Project”.

BID DOCUMENTS: The Project Bid Documents are on file for inspection at the Town of Bennett, 355 Fourth Street, Bennett, Colorado 80102. Adobe PDF copies may be obtained via direct download from the Town of Bennett web site, RFP section https://www.colorado.gov/pacific/townofbennett/rfp/rfq for RFP 17-003 Bennett Concrete Rubble Crushing Project and may be reproduced and distributed freely.

BID SECURITY: Bid Security in the amount of not less than 5% of the Bid shall accompany each Bid in accordance with the Instruction to Bidders.

CONTRACT SECURITY: The Bidder to whom a Contract is awarded shall be required to furnish both a Performance Bond and Payment Bond acceptable to the Town of Bennett for 100% of the Contract Price for each of the above Bonds, in accordance with the requirements of the Contract Documents.

Published by authority of the Town of Bennett, Colorado.

Approved:

Lynette White
Town Clerk
I  APPLICABILITY

The Town of Bennett ("Town") desires to solicit proposals from interested firms or persons to provide concrete rubble crushing and stockpiling, and all related construction work and services. This document sets forth general information and requirements for persons and firms ("Contractors") interested in submitting “Proposals” in response to this Request for Proposals ("Solicitation").

II  CONTENTS OF PROPOSAL

A  GENERAL CONDITIONS. Contractors are required to submit their Proposals in accordance with the following express conditions:

1 Contractors shall make all investigations necessary to thoroughly inform themselves regarding the conditions of the Bennett Concrete Rubble Crushing project. No plea of ignorance by the Contractor of conditions that exist or that may hereafter exist as a result of failure to fulfill the requirements of the contract documents will be accepted as the basis for varying the requirements of the Town, or the compensation to the Contractor.

2 Contractors are advised that all Town contracts are subject to all legal requirements contained in the Town’s Purchasing Policies, and State & Federal statutes. When conflicts between the Solicitation and these legal documents occur, the highest authority will prevail.

3 All Proposals and other materials submitted in response to this Solicitation shall become the property of the Town upon receipt, and will not be returned to the Contractor. Selection or rejection will not affect this right. Information that is considered proprietary should be clearly marked as such and will be handled in accordance with applicable Federal and State laws. Neither cost information nor any response in total will be considered proprietary, and Contractors should assume that all portions of their response other than proprietary information will be public records.

4 The provisions herein are solely for the fiscal responsibility of the Town and confer no rights, duties or entitlements to Contractors.

5 This Solicitation is not an offer to contract.

B  CLARIFICATION AND MODIFICATIONS IN TERMS AND CONDITIONS

1 Where there appear to be variances or conflicts between the General Terms and Conditions, the Special Terms and Conditions, and the Technical Specifications outlined in this Solicitation, the Technical Specifications then the Special Terms and Conditions will prevail.
2 If any Contractor contemplating submitting a Proposal under this Solicitation is in doubt as to the true meaning of the Specifications, the Contractor must submit a written request for clarification to the Town, c/o Public Works, located at 355 Fourth Street, Bennett, CO 80102. Alternatively, the Town will accept the written requests submitted via email to Daymon Johnson, Public Works Director, djohnson@bennett.co.us The Contractor submitting the request shall be responsible for ensuring that the request is received by the Town at least three (3) calendar days prior to the scheduled deadline for submission of Proposals.

Any official interpretation of this Solicitation must be made by an agent of the Town who is authorized to act on behalf of the Town. The Town shall not be responsible for interpretations offered by employees of the Town who are not agents of the Town. Daymon Johnson is the exclusive Agent of the Town for this Project.

The Town shall issue a written Addendum if substantial changes which impact the technical submission of Proposals are required. A copy of such Addenda will be emailed or distributed via the Town web site to each Contractor receiving the Solicitation. The Contractor shall certify its acknowledgment of the Addendum in the appropriate required form of the Proposal. In the event of conflict with the original Contract Documents, Addenda shall govern all other Contract Documents to the extent specified. Subsequent Addenda shall govern over prior Addenda only to the extent specified.

C PRICES CONTAINED IN PROPOSAL – DISCOUNTS, TAXES, COLLUSION

1 Contractors may offer a cash discount for prompt payment. Discounts will be considered in determining the lowest net cost for the evaluation of Proposals; discounts for periods of less than twenty days, however, will not be considered in making the award. Contractors are encouraged to provide their prompt payment terms in the space provided on the Solicitation’s Specification and Pricing Form. If no prompt payment discount is being offered, the Contractor shall enter a zero (0) for the percentage discount to indicate net thirty days. If the Contractor does not enter a percentage discount, it is hereby understood and agreed that the payment terms shall be net thirty days, effective on the date that the Town receives an accurate invoice or accepts the products, whichever is the later date. Payment is deemed to be made on the date of the mailing of the check.

2 Contractors shall not include federal, state, or local excise or sales taxes in prices offered, as the Town is exempt from payment of such taxes. Town tax identification numbers will be made available to the selected contractor.

3 The Contractor, by affixing its signature to this Solicitation, certifies that its Proposal is made without previous understanding, agreement, or connection either with any persons, firms or corporations making a Proposal for the same items, or with the Town. The Contractor also certifies that its Proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To insure integrity of the Town’s public procurement process, all Contractors are hereby placed on notice that any and all Contractors who falsify the certifications required in conjunction with this section will be prosecuted to the fullest extent of the law.

III PREPARATION AND SUBMISSION OF PROPOSAL

A PREPARATION

1 The Proposal must be typed. All corrections made by the Contractor must be initialed in blue ink by the authorized agent of the Contractor.
2 Proposals must contain, **in blue ink**, a manual signature of an authorized agent of the Contractor in the space provided on the Solicitation cover page. **The original cover page of this Solicitation must be included in all Proposals.** If the Contractor’s authorized agent fails to sign and return the original cover page of the Solicitation, its Proposal may be invalid and may not be considered.

3 Unit prices shall be provided by the Contractor on the Solicitation’s Specification and Pricing Form when required in conjunction with the prescribed method of award and **shall be for the unit of measure requested.** Prices that are not in accordance with the measurements and descriptions requested shall be considered non-responsive and shall not be considered. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.

4 The accuracy of the Proposal is the sole responsibility of the Contractor. No changes in the Proposal shall be allowed after the date and time that the Offers are due. Changes made to the Proposal prior to the date and time that the Offers are due shall be made in accordance with Provision IV(A) of this document.

**B SUBMISSION**

1 The Proposal shall be sealed in an envelope with the Contractor’s name and the solicitation number on the outside. The Town’s Pricing form, which is attached to this Solicitation, must be used when the Contractor is submitting its Proposal. The Contractor shall not alter this form (e.g. add or modify categories for posting prices offered) unless expressly permitted in the addendum duly issued by the Town. No other form shall be accepted.

2 Proposals submitted via facsimile machines will not be accepted.

3 Contractors which qualify their Proposals by requiring alternate contractual terms and conditions as a stipulation for contract award must include such alternate terms and conditions in their Proposals. The Town reserves the right to declare Contractors’ Proposals as non-responsive if any of these alternate terms and conditions are in conflict with the Town’s terms and conditions, or if they are not in the best interests of the Town.

   An ORIGINAL and THREE (3) copies of each Proposal must be received before the due date and time as specified in this Proposal. Failure to submit the required number of copies may deem the Contractor non-responsive. The Contractor is responsible for addressing the envelope as indicated below. Address the envelope as follows:

   Town of Bennett
   355 Fourth Street
   Bennett, CO 80102

   ATTN: Daymon Johnson
   Public Works Director
   RFP: 17-003
   Concrete Rubble Crushing Project

C LATE PROPOSALS. Proposals received after April 11, 2017, 4:00 p.m. local time, shall be considered non-responsive and will be returned unopened to the Contractor.

**IV MODIFICATION OR WITHDRAWAL OF PROPOSALS**

A MODIFICATIONS TO PROPOSALS. Proposals may only be modified in the form of a written notice on company letterhead and must be received prior to April 11, 2017, 4:00 p.m. local time.
Each permissible modification submitted to the Town must have the Contractor’s name and return address and the applicable Solicitation number and title clearly marked on the face of the envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by the Town will be considered the valid modification.

B WITHDRAWAL OF PROPOSALS

1 Proposals may be withdrawn prior to April 11, 2017, 4:00 p.m. local time. Such requests must be made in writing on company letterhead.

2 Proposals may not be withdrawn after April 11, 2017, 4:00 p.m. local time, for a period of ninety (90) calendar days. If a Proposal is withdrawn by the Contractor during this ninety-day period, the Town may, at its option, seek to collect upon the provided Bid Bond, suspend the Contractor from the Bidder list, and may not accept any Proposal from the Contractor for a six-month period following the withdrawal.

V REJECTION OF PROPOSALS

A REJECTION OF PROPOSALS. The Town may, at its sole and absolute discretion:

1 Accept or Reject any and all, or parts of any or all, Proposals submitted by prospective Contractors;

2 Re-advertise this Solicitation;

3 Postpone or cancel the process;

4 Waive any irregularities in the Proposals received in conjunction with this Solicitation; and/or

5 Determine the criteria and process whereby Proposals are evaluated and awarded. No damages shall be recoverable by any challenger as a result of these determinations or decisions by the Town.

B REJECTION OF A PARTICULAR PROPOSAL. Examples of the reasons for which the Town may reject a Proposal, include, but are not limited to the following:

1 The Contractor mis-states or conceals any material fact in its Proposal;

2 The Contractor’s Proposal does not strictly conform to the law or the requirements of the Solicitation;

3 The Proposal expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Solicitation’s Special Terms and Conditions;

4 The Proposal does not include documents, including, but not limited to, certificates, licenses, and/or samples, which are required for submission with the Proposal in conjunction with the Solicitation’s Special Terms and Conditions and/or Technical Specifications; or

5 The Proposal has not been executed by the Contractor through an authorized signature on the Specification’s Cover Sheet.

C ELIMINATION FROM CONSIDERATION
1 A Proposal may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the Town upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the Town.

2 A Proposal may not be accepted from, nor any contract awarded to, any person or firm which has failed to perform faithfully any previous contract with the Town, state or federal government, for a minimum period of three (3) years after this previous contract was terminated for cause.

VI AWARD OF SOLICITATION

The Town shall award the Solicitation to the successful Contractor through the issuance of a Notice of Award. The General Terms and Conditions, the Special Terms and Conditions, any Technical Specifications, the Proposal, and the Purchase Order or Notice of Award are collectively an integral part of any agreement between the Town and the successful Contractor. Accordingly, these documents shall be incorporated into a separate Contract for services. No services shall be provided until the Contract for services has been signed by the Town and no products shall be provided until the Purchase Order has been signed by the Contractor.

VII CONTRACT FOR SERVICES

The successful Contractor will be required to sign a Construction Contract substantially similar to the contract form included as a part of this Solicitation package. The Town reserves the right to add or delete provisions to the form prior to contract execution. Contractors are required to provide any and all comments, concerns, suggested edits, and clarifying questions pertaining to the provided sample Construction Contract. The intent of this section is to expedite the negotiation time between Contractor selection and final contracting. Any objections to the legal terms and conditions of the sample contract submitted after the submission of the proposal will not be considered by the Town and may result in the rejection of the proposal. Contractors are advised to seek legal counsel prior to preparing comments pursuant to this section. The Town shall assume that the sample Construction Contract has been thoroughly reviewed and discussed with legal counsel prior to the submission of this comments list. Comments submitted in this section do not count toward the prescribed page limits, if any.

VIII INSURANCE AND BONDING REQUIREMENTS UPON AWARD OF CONTRACT

The successful Contractor will be required to procure and maintain policies of insurance in the minimum coverages set forth in the sample Construction Contract.

The successful Contractor shall be required to furnish a Performance Bond, Payment Bond, and Warranty Bond in an amount determined by the Town, but in any event at least equal to the contract price, as security for the faithful performance and payment of all Contractor's obligations. The bonds will be required to remain in effect at least until one year after the date of final payment. All bonds shall comply with the requirements set forth in the sample Construction Contract.
REQUEST FOR PROPOSALS
SPECIAL TERMS AND CONDITIONS

SCHEDULE OF ACTIVITIES: The following activities and dates are just a tentative outline of the process to be used to solicit Contractor responses and to evaluate each Proposal.

March 28, 2017 Issue Request for Proposal
April 5, 2017 Question Submittal Deadline
April 7, 2017 Final Addendum Issue Date
April 11, 2017, 4:00 PM, Local Time Proposal Submittal Deadline
April 18, 2017 Contract Award Notification
April 26, 2017 Contract Execution & Notice to Proceed
July 1, 2017 Project Substantial Completion
July 15, 2017 Project Final Completion

COMPETENCY OF CONTRACTORS - MINIMUM YEARS OF EXPERIENCE AND OPERATIONAL FACILITIES REQUIRED: Pre-award inspection of the Contractor's facility may be made prior to award of contract. Responses will only be considered from Contractors which have been engaged in the business of performing work and services as described in this Solicitation for a minimum period of five (5) years prior to the date of this Solicitation. The Contractor must be able to produce evidence that they have an established satisfactory record of performance for a reasonable period of time and have sufficient financial support, equipment and organization to ensure that they can satisfactorily execute the services if awarded a contract. The term 'equipment and organization' as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the proper authorities of the Town. The Town reserves the right, before awarding the contract, to require a Contractor to submit such evidence of its qualifications as it may deem necessary, and may consider any evidence available to it (including, but not limited to, the financial, technical and other qualifications and abilities of the Contractor, including past performance and experience with the Town) in making the award in the best interests of the Town.

QUALIFICATIONS OF CONTRACTOR: The Town may make such investigations as deemed necessary to determine the ability of the Contractor to perform work, and the Contractor shall furnish all information and data for this purpose as the Town requests. Such information includes but not limited to: current licensing information, audited financial statements, history of the firm on assessments of liquidated damages, contracts cancelled prior to completion and/or lawsuits and/or pending lawsuits against the firm and/or its principals. The Town reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Contractor fails to satisfy the Town that such Contractor is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

NON-APPROPRIATION: Pursuant to C.R.S. § 29-1-110, as amended, financial obligations of the Town after the current fiscal year are contingent upon funds for the purpose being appropriated, budgeted and otherwise available. Any contract entered with respect to this project will provide that it is automatically terminated on January 1st of the first fiscal year for which funds are not appropriated. The Town shall give the Contractor written notice of such non-appropriation.
MATERIAL PRICED INCORRECTLY: As part of any award resulting from this process, Contractor(s) will discount all transactions as agreed. In the event the Town discovers, through its contract monitoring process or formal audit process, that material was priced incorrectly, Contractor(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.

METHOD OF AWARD - SINGLE PRODUCT: Award of this contract will be made to the best responsive, responsible Contractor, whose Proposal will be most advantageous to the Town, subject to the Town’s right to reject all Proposals. In addition to the Proposal fee amount, additional factors will be considered as an integral part of the bid evaluation process. The Proposal will be evaluated, and the Contract Award will be made, according to the following scoring system:

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Proposal Price</td>
<td>30</td>
</tr>
<tr>
<td>2</td>
<td>Company Experience - emphasize work on similar projects</td>
<td>10</td>
</tr>
<tr>
<td>3</td>
<td>Assigned Staff Experience - emphasize work on similar projects</td>
<td>10</td>
</tr>
<tr>
<td>4</td>
<td>Previous Town of Bennett Project Experience - Company and/or Assigned Staff</td>
<td>5</td>
</tr>
<tr>
<td>5</td>
<td>Project Approach &amp; Planning - crusher type, stockpile configuration, support requirements of the Town</td>
<td>20</td>
</tr>
<tr>
<td>6</td>
<td>Project Timeline - Contractor’s stated ability to meet the outlined Town schedule</td>
<td>15</td>
</tr>
<tr>
<td>7</td>
<td>Company References - comparable customers and work/projects preferred</td>
<td>10</td>
</tr>
</tbody>
</table>

Total: 100

EQUAL OPPORTUNITY: The Town of Bennett intends and expects that the contracting processes of the Town and its Vendors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its Vendors make available equal opportunities to the extent third parties are engaged to provide goods and services to the Town as subcontractors, vendors, or otherwise. Accordingly, the Vendor shall not discriminate on any of the foregoing grounds in the performance of the contract, and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the contract. Joint ventures are encouraged. The Vendor shall disseminate information regarding all subcontracting opportunities under this contract in a manner reasonably calculated to reach all qualified potential subcontractors who may be interested. The Vendor shall maintain records demonstrating its compliance with this article and shall make such records available to the Town upon the Town’s request.

ADDENDUMS: Contractor is responsible for obtaining and acknowledging all subsequent addendums. Failure to acknowledge all addendum(s) on the Proposal may deem the Contractor non-responsive.

COSTS INCURRED BY PROPOSER: Costs for developing a response to the Proposal, interviews, and contract negotiations are entirely the obligation of the Contractor and shall not be charged in any manner to the Town.
REQUEST FOR CLARIFICATIONS. The Town reserves the right to require clarification or further information with respect to any Proposal received, and to determine the final terms of any contract for services.

I SCOPE OF WORK

The Town of Bennett, Colorado is seeking a Contractor to perform Concrete Rubble Crushing to 3-inch minus sizing, including stockpiling, for approximately 15,000 cubic yards of rebar-free concrete rubble, with all required preparation, setup, dust control, tear-down and related support and appurtenant work, as laid out in accordance with information shown on the accompanying construction plan set for this Project. The Town desires to secure the services of a qualified firm to deliver the construction and all related work for this Project.

The project is northeast of Truman Avenue and Fourth Street in Old Town Bennett, extending northeast to and including portions of the Town's Wastewater Treatment Facility (WWTF) abutting East 38th Avenue, including approximately four (4) acres of concrete rubble piled areas, as illustrated on the construction plans.

The proposing firm's related recent experience working on similar scale projects will be a major factor in reviewing proposals.

II PROPOSAL CONTENT

• The proposal must include a completed Pricing Form, as included with this RFP package.

• Firms must have the demonstrated (by Project experience and references) and stated capability to provide complete and comprehensive construction services for the Project.

• Interested firms should provide at least the following information:
  
  o Contact information – Including location, names of the principals, officers and directors of the firm.

  o Brief statement of the firm's history, background, branch offices, staff size and makeup, main customer or client types or industry segment(s), project types, and any special emphasis or expertise.
II PROPOSAL CONTENT (continued)

- A brief letter statement of the availability, interest and commitment of the firm to undertake and complete the project in a timely manner, in accordance with the Request for Proposals.
- Project Team staff resumes, including relevant related project experience.
- Description of your approach to providing the proposed work and services, especially equipment, material staging, water requirements, dust control, and noise mitigation approaches and requirements, to give the Town the opportunity to understand your process and support your requirements as needed.
- A summary of similar recent firm Project experience, within the last five years' time.
## PRICING FORM

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QTY</th>
<th>UNIT</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>EXTENDED PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EACH</td>
<td>Fire Hydrant install to east water main (40 feet) - <em>Town water provided no cost</em></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>4,000</td>
<td>CY*</td>
<td>WWTF Rubble moving to crusher <em>rubble stockpile as-is current condition</em></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>11,000</td>
<td>CY*</td>
<td>South area rubble moving to crusher <em>rubble stockpile as-is current condition</em></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>12,000</td>
<td>CY**</td>
<td>Concrete rubble crushing &amp; stockpiling <strong>to be measured by stockpile survey</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>1</td>
<td>LS</td>
<td>Mobilization, Operation Setup, General Conditions, Staging, Operation Teardown (no site revegetation required)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Current stockpile volumes are estimated based on aerial photo areas, estimated heights, estimated shape volume factor, and estimated voids, to be confirmed by Contractor, and to be paid as a "Lump Sum" line item.

** Final product stockpile volumes are to be measured and paid per "Cubic Yard" of product based on stockpile survey by a Colorado Registered Professional Land Surveyor (PLS) provided by the Town of Bennett following completion of the crushing operation.

** Volume of final product stockpile is reduced from current as-is material stockpiles due to estimated 20 percent consolidation (reduction of voids within the materials) from raw stockpiled materials to final product stockpiles.
SUBMISSION:  It is imperative, when submitting a bid/proposal, that you address the envelope as follows:

Town of Bennett  
355 Fourth Street  
Bennett, CO 80102  

Attn: Daymon Johnson  
Public Works Director  
RFP: 17-003  
Bennett Concrete Rubble Crushing Project

Does your proposal comply with all the terms and conditions?  If no, indicate exceptions  
YES / NO

Does your proposal meet or exceed all specifications?  If no, indicate exceptions  
YES / NO

State percentage of prompt payment discount, if offered  
__________ %

State total bid price (include all items bid)  
____________

State total bid price with discount  
____________

The Town of Bennett must have on file a completed W-9 prior to doing business with Contractors. Please submit the attached form with your Proposal.
## REQUEST FOR PROPOSALS
### SUBSTITUTE FORM W-9

### SUBSTITUTE FORM W-9
REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION
(A copy of the W-9 instructions is available upon request)

1. **NAME OF FIRM:**

   **NAME** (Legal Name)

   **BUSINESS NAME** (If different from above e.g. DBA)

2. **ADDRESS WHERE NOTIFICATIONS, PURCHASE ORDERS ETC. SHOULD BE MAILED**
   (If different from above):

   **NAME** (As it appears on invoice)

   **ADDRESS**

   **CITY, STATE, ZIP**

3. **PAY TO OR REMITTANCE INFORMATION**
   (If more than one remit to address, please attach on additional page.)

   **STREET ADDRESS**

   **CITY, STATE, ZIP**

The Internal Revenue Service requires that you submit a Taxpayer Identification Number to comply with this regulation, please fill in the required information on this form, sign and return it to:

By fax (303) 644-4125
By mail Town of Bennett
ATTN: Rachel Summers
355 Fourth Street
Bennett, CO 80102

---

**Vendor# ____________**
TAXPAYER IDENTIFICATION NUMBER (TIN)

Social Security Number __________ - ______ - ______

OR

Federal Identification Number ________ - ______

Name of Business Owner (please print) __________________________

Check Appropriate Box:

[ ] Corporation  [ ] Partnership  [ ] Government
[ ] Individual/Sole Prop  [ ] Non-Profit Organization  [ ] Other ______________________

(Must explain)

CERTIFICATION

Under penalties of perjury, I certify that:

(1) The number shown on this form is my correct Tax Identification Number, and
(2) I am not subject to backup withholding.
(3) I am a US person (including a US resident alien)

Signature________________________________________________

Date____________________

Print Name____________________________________________

Telephone Number (____)__________________________

NOTICE! CHECKS OR PURCHASE ORDERS WILL NOT BE ISSUED BY THE TOWN OF BENNETT
UNTIL YOUR TAX PAYER ID NUMBER IS ON FILE IN THIS OFFICE!

FOR OFFICE USE ONLY:

Individual/Sole Proprietorships:  For Corporation:

[ ] Merchandise Only   [ ] Services   [ ] Attorney
[ ] Employee expense reimbursement   [ ] Contract Labor   [ ] Non Attorney
[ ] Garnishment / Child Support   [ ] Other (Explain)
[ ] Damage awards & other reimb   [ ] Sale of Land

Approved:

__________________________________________

Town Administrator

Date

RFP: 17-003  Page 15 of 15  Town of Bennett, CO
CONSTRUCTION CONTRACT

This Agreement is made and entered this ______ day of ______, 201 ______ by and between the Town of Bennett (“Town”), a Colorado municipal corporation and __________ (“Contractor”) for the ________________________________ project.

THE PARTIES AGREE AS FOLLOWS:

1. **Scope of Work – Price.** The Contractor agrees to perform for the Town all of the work set forth in Exhibit A attached hereto and incorporated herein by reference (hereinafter the “Work”). The Town agrees to pay, in full payment for the performance of the Work in compliance with this Agreement, an amount not to exceed $ __________. Unit prices and unit costs for the Work shall not exceed those shown in Exhibit A. Contractor shall furnish, except as may otherwise be provided in writing, all labor, services, materials, tools, and equipment for the completion of the Work. Contractor will construct and complete the Work in a thorough and workmanlike manner in every respect to the satisfaction and approval of the Town, within the time specified herein.

2. **Contract Documents.** The Work shall be done in strict accordance with all scope of Work documents attached hereto as Exhibit A and with the following additional documents: ________________. All of such documents are hereby made a part of this Agreement and form the contract documents as fully as if the same were set forth at length herein.

3. **Compliance and Licensing.** a. Contractor shall be responsible for providing any measures necessary for insuring the safety of the public during the performance of the work, such as barricading and traffic control, in accordance with the requirements of the Town.

b. Contractor shall be responsible for obtaining and complying with all necessary permits, ordinances, and laws, including but not limited to grading permits and laws concerning the control of fugitive dust. The Contractor shall not be required to pay any grading permit fees, cut fees, water tap fees, or use taxes required by the Town of Bennett.

c. Contractor and all subcontractors performing the Work provided for in this Agreement shall be licensed contractors in the Town of Bennett in accordance with the Bennett Municipal Code and shall pay the required fees for such license.

4. **Relationship of Contractor to Town.** Contractor covenants to furnish its best skill and judgment and to cooperate with the Town's Project Manager and Field Manager, as identified herein, and all other persons and entities in furthering the interests of the Town. Contractor agrees to furnish efficient superintendence and to use its best efforts to furnish at all times an adequate supply of workers and materials, and to perform the Work in the best way and in the most expeditious and economical manner consistent with the interests of the Town.
5. **Project and Field Manager.** The Town's Project Manager for the purposes of the Work is the following or such other person as the Town may designate in writing: Daymon Johnson, Public Works Director. The Town’s Field Manager for the purposes of communicating with Contractor in the field and coordinating Town efforts in the field is ____________________. Change orders may only be authorized by the persons listed in Section 17.

6. **Time of Commencement and Completion.** a. No Work shall be commenced until after a pre-construction meeting of the Contractor and Town representatives as appropriate, and until the Town has in writing instructed the Contractor to commence work.

   b. The Contractor shall finally complete all Work in a manner acceptable to the Town, and in compliance with this Agreement, on or before July 1st, 2017. Prompt completion of the Work is essential to the Town, and time is of the essence in all respects regarding this Agreement and the Work. Payment for the Work shall only be made after the Work has been finally completed and accepted by the Town.

7. **Price of Work - Payment.** a. Payments of the entire contract price shall be made to Contractor in a single, lump sum payment within 30 days after final completion of the Work and acceptance thereof by the Town. Except as provided in Section 7.b, the contract price set forth in Section 1, shall be inclusive of all costs of whatsoever nature associated with the Contractor's Work efforts, including but not limited to salaries, benefits, expenses, overhead, administration, profits, and outside fees. The scope of Work and payment therefor shall only be changed by a properly authorized amendment to this Agreement.

   b. The contract price does not include the following costs: (1) water service, electric service, and associated utilities; and (2) the cost of the performance, payment and warranty bonds that may be required for the Work pursuant to Section 14, the cost of which bonds shall not exceed 2.5 percent of the amount set forth in Section 1.

8. **Scope of Payment.** The Contractor shall accept the compensation, as herein provided, in full payment for furnishing all materials, equipment, labor, tools, services, and incidentals necessary to complete the Work and for performing all Work. The Town’s payment for the Work shall not relieve the Contractor of any obligations to correct any defective Work or materials. No funds payable under this Agreement shall become due and payable, if the Town so elects, until the Contractor shall satisfy the Town that it has fully settled or paid for all materials and equipment used in or upon the Work and labor done in connection therewith. The Town may pay any or all such claims or bills, wholly or in part, and deduct the amount or amounts so paid from any funds due Contractor. In the event the surety on any contract, performance bond, payment bond, or warranty bond given by the Contractor becomes insolvent, or is placed in the hands of a receiver, or has its right to do business in the state revoked, the Town may withhold payment of funds due Contractor until the Contractor has provided a bond or other security to the satisfaction of the Town in lieu of the bond so executed by such surety.
9. **Observation of All Laws.** It is assumed that Contractor is familiar with all laws, codes, ordinances, and regulations which in any manner affect those engaged or employed in the Work or the material or equipment used in or upon the site, or in any way affect the Work. No pleas or claims of misunderstanding or ignorance by Contractor shall in any way serve to modify the provisions of the Agreement. Contractor shall at all times observe and comply with all federal, state, county, local, and municipal laws, codes, ordinances, and regulations in any manner affecting the conduct of the Work.

10. **Contractor's Responsibility for Work.** Until the final acceptance of the Work by the Town in writing, Contractor shall have the charge and care thereof, and shall take every necessary precaution against injury or damage to any part thereof by the effects of the elements or from any other cause. Contractor, at its own expense, shall rebuild, repair, restore, and correct all injuries or damages to any portion of the Work occasioned by any causes before its completion and acceptance. In case of suspension of Work from any cause whatsoever, Contractor shall be responsible for all materials and shall properly store same, if necessary, and shall provide suitable drainage, barricades, and warning signs where necessary. Contractor shall correct or replace, at its own expense and as required by Town, any material which may be destroyed, lost, damaged, or in any way made useless for the purpose and use intended prior to final acceptance of the Work, or portions thereof. Contractor shall be relieved of the responsibilities provided in this Section upon final acceptance of the Work by Town, except no such relief shall apply to damages or injuries caused by or related to actions of Contractor or its subcontractors.

11. **Termination of Contractor's Responsibility.** The Work will be considered complete when all Work has been finished, the final inspection made, and the Work accepted by Town in writing, and all claims for payment of labor, materials, or services of any kind used in connection with the Work thereof have been paid or settled by Contractor or its surety. Contractor will then be released from further obligation except as set forth in any surety bond, and except as required in this Agreement regarding the Contractor's guaranty of work.

12. **Indemnification.** To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the Town, and its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the work, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands, and to bear all other costs and expenses related thereto, including court costs and attorneys' fees. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the Town.

13. **Insurance and Bonds.** a. The Contractor shall not begin the Work until it has obtained all insurance required by this Section and such insurance has been approved by Town. The Contractor shall not allow any subcontractor to begin any efforts on the Work until all similar
insurance required of the subcontractor has been obtained and approved. For the duration of this Agreement, the Contractor must maintain the insurance coverage required in this Section.

b. The Contractor agrees to procure and maintain, at its own cost, the following policy or policies of insurance. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. Contractor shall procure and maintain, and shall cause each Subcontractor of the Contractor to procure and maintain (or shall insure the activity of Contractor's Subcontractors in Contractor's own policy with respect to), the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

(1) Workers' Compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract.

(2) Comprehensive General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS ($1,000,000) each occurrence and ONE MILLION DOLLARS ($1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision.

(3) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE HUNDRED AND FIFTY THOUSAND DOLLARS ($150,000) each occurrence and FIVE HUNDRED THOUSAND DOLLARS ($500,000) aggregate with respect to each of Contractor's owned, hired and/or non-owned vehicles assigned to or used in performance of the Work. The policy shall contain a severability of interests provision.

c. The policies required above, except for the Workers' Compensation insurance, shall be endorsed to include the Town, and its officers and employees, as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by Contractor. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.

d. Certificates of insurance shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are
in full force and effect, and shall be subject to review and approval by the Town. Each certificate shall identify the Work and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The Town reserves the right to request and receive a certified copy of any policy.

e. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the Town may immediately terminate the contract, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Contractor to the Town upon demand, or the Town may offset the cost of the premiums against monies due to Contractor.

f. The parties hereto understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently $350,000 per person and $990,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the Town, its officers, or its employees.

g. If the contract price set forth in Section 1 exceeds $50,000, the Contractor shall furnish a performance bond, payment bond, and warranty bond in an amount determined by the Project Manager, but in any event at least equal to the contract price, as security for the faithful performance and payment of all Contractor's obligations hereunder, including but not limited to the guaranty period provided in Section 16. These bonds shall remain in effect at least until one year after the date of final payment. All bonds shall be in forms acceptable to the Town and executed by such sureties licensed to conduct business in Colorado that are acceptable to the Town.

14. Evidence of Satisfaction of Liens. Contractor shall provide Town with written evidence that all persons who have done and portion of the Work or have furnished material under this Agreement and are entitled to liens therefor under any laws of the State of Colorado have been fully paid or are not entitled to such liens. Final payment shall not be made to Contractor until the Town is reasonably satisfied that all claims or liens have been satisfied by Contractor or have been secured against as provided in C.R.S. section 38-26-101 et seq.

15. Acceptance of Work. No act of the Town, or of any representative thereof, either in superintending or directing the Work, or any extension of time for the completion of the Work, shall be regarded as an acceptance of such Work or any part thereof, or of materials used therein, either wholly or in part. Acceptance shall be evidenced only by the final certificate of Town. Before any final certificate shall be issued, Contractor shall execute an affidavit on the certificate that it accepts the same in full payment and settlement of all claims on account of Work done and materials furnished under this contract, and that all claims for materials provided or labor performed have been paid or set aside in full. No waiver of any breach of this contract by Town or anyone acting on their
beheld shall be held as a waiver of any other subsequent breach thereof. Any remedies provided herein shall be cumulative.

16. **Guaranty of Work.** Contractor agrees to guarantee all Work under this Agreement for a period of one year from the date of final acceptance by the Town. If any unsatisfactory condition or damage develops within the time of this guaranty due to materials or workmanship that are defective, inferior, or not in accordance with the Agreement, as reasonably determined by Town, then the Contractor shall, when notified by Town, immediately place such guaranteed Work in a condition satisfactory to Town. The Town shall have all available remedies to enforce such guaranty, except that Town shall not have any work performed independently to fulfill such guaranty and require Contractor to pay Town such sums as were expended by the Town for such work, unless the Town has first given notice to the Contractor of the deficiency and given the Contractor a reasonable opportunity to cure the same.

17. **Timing of Change Orders.** The Town shall use reasonable efforts to grant or deny change orders requested by the Contractor in as timely a manner as the Town Board schedule permits. The Project Manager is authorized to approve any single change order which does not exceed $_______ or which does not affect or decreases the price of the Work. All other change orders which increase the price of the Work shall be approved or denied in writing by the Town only after formal action by the Town Board. Contractor shall provide all supporting documentation for any requested change order prior to Town action thereon.

18. **No Assignment.** This Agreement and any rights and obligations hereunder, including but not limited to rights to moneys due or that may become due, shall not be assigned by the Contractor without the prior written approval of the Town.

19. **Governing Law.** This Agreement shall be deemed entered into in Adams County, Colorado, and shall be governed by the laws of the State of Colorado. The parties agree to the jurisdiction and venue of the courts of Adams County in connection with any dispute arising out of or in any matter connected with this Agreement.

20. **Equal Opportunity Employer.** a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

b. The Contractor shall be in compliance with the appropriate provisions of the American with Disabilities Act of 1990 as enacted and from time to time amended and any other
applicable federal regulation. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of any purchase order or contract and with any new purchase order or contract issued by the Town.

21. **Independent Contractor.**

   a. Contractor and any persons employed by Contractor for the performance of Work hereunder shall be independent contractors and not employees or agents of the Town. Nothing herein shall be construed as establishing a quality standard for any individual, or as establishing any right on the part of the Town to oversee the actual work of the Contractor or to instruct any individual as to how the Work will be performed.

   b. Contractor shall have the right to employ such assistance as may be required for the performance of Work under this Agreement. Said Contractor shall be responsible for the compensation, insurance, and all clerical detail pertaining to such assistants, and shall be solely responsible for providing any training, tools, benefits, materials, and equipment.

   c. **THE PARTIES HERETO UNDERSTAND THAT THE CONTRACTOR AND THE CONTRACTOR'S EMPLOYEES AND SUBCONTRACTORS ARE NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS UNDER ANY WORKERS' COMPENSATION INSURANCE POLICY OF THE TOWN, AND THAT CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX AND OTHER APPLICABLE TAXES AND OTHER AMOUNTS DUE ON ANY MONEYS PURSUANT TO THIS AGREEMENT.**

22. **Execution.** The person executing this Agreement on behalf of Contractor represents and warrants that he or she has been duly authorized to execute this Agreement on Contractor’s behalf and has the power to bind Contractor to the terms and conditions hereof.

BY THEIR SIGNATURES, the parties agree to the terms of this Agreement this _____ day of ____________________, 2017.
Town of Bennett

CONTRACTOR:

_____________________

By:___________________________

Royce Pindell, Mayor

Title:__________________________

ATTEST:

___________________

Lynette White, Town Clerk, CMC

ACKNOWLEDGEMENT (Contractor)

STATE OF COLORADO )

)ss

COUNTY OF _____________ )

The above and foregoing signature of ____________________ was subscribed and sworn to before me this ____ day of ______________, 2017.

Witness my hand and official seal.

My commission expires on: ___________________

(SEAL)

_____________________________________

Notary Public
PROJECT SCOPE - PAVEMENT EXTENTS

CONCRETE RUBBLE STOCKPILE

Plot Date: 03/28/17-1:23pm, Plotted by: Luke, Drawing Path: N:\Terramax\Bennett\Pavement Program\Concrete Rubble Area\Drawing Name: Concrete Rubble Area Exhibit.dwg

**AS-CONSTRUCTED STREET IMPROVEMENT PROJECT**
**TOWN of BENNETT**

TOWN OF BENNETT WASTEWATER TREATMENT FACILITY (WWTF)

3-Strand Barbed-Wire Fence East Property Line and Project Limit

PROPOSED MUELLER SUPERCENTURION 250 6-INCH FIRE HYDRANT

Existing chain link fence - may be removed and replaced to allow for crushing operation

Potential final stockpile area limit

Soil Stockpile Area
- stockpiles not a part of Project
- may be moved as needed for crushing and stockpiling operation

WWTF Rubble Areas

Existing 6-inch Town water main entire east extent of Project

FORTH STREET GRAVEL ROAD

Potential final stockpile area limit

Scale: 1" = 100'