

**REQUEST FOR BIDS AND INSTRUCTIONS TO BIDDERS
CITY OF FLORENCE, COLORADO**

**REQUEST FOR BIDS (RFB): SUNNY SIDE STREET, CURB, AND GUTTER
IMPROVEMENTS**

SOLICITATION NO.: RFB No. 0.23

LIST OF EXHIBITS

Exhibit A: City of Florence Bid Forms

Exhibit B: Sample Construction Services Agreement

SECTION 1: INVITATION FOR BIDS

1.1 Scope of Work

The City of Florence, Colorado is accepting sealed bids from qualified civil construction contractors for the Sunny Side Street, Curb, and Gutter Improvements Project.

The work to be performed under this Contract consists of furnishing all plant, labor, equipment, materials, traffic control, site safety, and supervision necessary for: demolition and removal of existing damaged asphalt pavement and concrete curb and gutter; unclassified site excavation, earthwork, and subgrade scarification, moisture conditioning, and compaction; installation and compaction of Class 6 Aggregate Base Course; reconstruction of concrete curb and gutter, driveway aprons, and ADA-compliant sidewalk curb ramps; Hot Mix Asphalt (HMA) paving, compaction, and utility structure adjustments to finished grade; and construction layout, surveying control, stormwater pollution prevention, and complete site restoration.

All work shall be performed in strict compliance with the project specifications, construction drawings, applicable local codes, the City of Pueblo Street Standards (latest adopted edition), and/or the Colorado Department of Transportation (CDOT) Standard Specifications for Road and Bridge Construction, all of which are incorporated herein by reference.

1.2 Key Project Locations and Schedule

Project Location: North Corner of Sunny Side Street, Florence, CO 81226

Mandatory Pre-Bid Conference: September 9th at 10 AM at Florence City Hall, 600 W. 3rd Street, Florence, CO 81226. With site visit to follow.

Written Questions Due: September 17th at 10 AM submitted via email to:
Cortlyne.huppe@florencecolorado.org

Bid Submittal Deadline: September 23rd at 10 AM at the Office of the City Clerk, Florence City Hall, 600 W. 3rd Street, Florence, CO 81226.

Contract Time: All work shall be substantially completed before December 31, 2026.

1.3 Submittal of Bids

Sealed bids will be received by the City Clerk until the deadline listed above, after which they will be publicly opened and read aloud. Bids must be submitted on the provided Unit Price Bid Schedule. On-line or late bid submittals will not be accepted.

Bids shall be enclosed in a sealed envelope clearly marked: "SEALED BID (SUNNY SIDE STREET, CURB, AND GUTTER IMPROVEMENTS) RFP No. 0.23". The bidder's legal name and return address must appear in the upper left-hand corner of the envelope.

SECTION 2: INSTRUCTIONS TO BIDDERS

2.1 Review of Solicitation Documents and Site Examination

Bidders must thoroughly examine the plans, specifications, construction site, and local conditions prior to submitting a proposal. Submission of a bid acknowledges that the bidder has inspected the site, determined the nature and extent of work to be performed, and included all associated costs in the quoted proposal prices. No additional compensation will be considered after receipt of bids for existing field conditions that could have been discovered by reasonable examination.

2.2 Technical Standards and Engineering Governance

Technical specifications related to construction materials and methods shall consist of references to the City of Pueblo Street Standards (latest edition) and the CDOT Standard Specifications for Road and Bridge Construction. In the event of a conflict between project drawings and technical specifications, the specifications shall govern.

2.3 Bid Security (Bid Bond)

A Bid Security in an amount not less than five percent (5%) of the total bid price is required for all proposals exceeding \$50,000.00. Bid security must be submitted in the form of a Bid Bond executed by a corporate surety licensed in Colorado, a cashier's check, or a certified check made payable to the City of Florence. Failure to provide required bid security in proper form and amount by the time set for bid opening shall render the bid non-responsive.

2.4 Performance, Labor, and Material Payment Bonds

The successful bidder shall furnish a Performance Bond and a Labor and Material Payment Bond, each in the amount of 100% of the total contract price, when the awarded contract equals or exceeds \$50,000.00. Bonds shall be executed on standard forms by a surety company authorized to do business in the State of Colorado and acceptable to the City. These bonds must be submitted within ten (10) calendar days of receipt of the Notice of Award.

2.5 Required Contractor Insurance

The successful bidder shall procure and maintain, at its sole cost, licensing and insurance coverage as specified below until final written acceptance by the City. Certificates of Insurance naming the City of Florence as an Additional Insured on a primary and non-contributory basis must be submitted prior to contract execution.

Workers' Compensation and Employer's Liability Insurance must be maintained as required by Colorado statutory law, covering all contractor and subcontractor employees acting within the scope of their employment.

Commercial General Liability Insurance written on an ISO occurrence form (CG 00 01) or equivalent, covering premises operations, independent contractors, products and completed operations, contractual liability, and personal injury, must be maintained with minimum limits of \$1,000,000 Combined Single Limit per occurrence, \$2,000,000 General Aggregate, \$2,000,000 Products and Completed Operations Aggregate, and \$50,000 Any One Fire.

Automobile Liability Insurance covering any auto (owned, hired, and non-owned autos) must be maintained with a minimum limit of \$1,000,000 each accident combined single limit.

Pollution Liability Insurance must be maintained with minimum limits of \$1,000,000 per occurrence and \$1,000,000 annual aggregate covering environmental damage caused during execution of work.

Insurance policies shall contain provisions preventing cancellation or non-renewal without at least thirty (30) days prior written notice to the City by certified mail, and shall include a full waiver of subrogation in favor of the City of Florence.

2.6 Hold Harmless and Indemnification

The Contractor shall defend, indemnify, save, and hold harmless the City of Florence, its elected officials, officers, employees, agents, and volunteers from and against any and all claims, demands, suits, actions, costs, expenses (including legal fees and court costs), damages, or liabilities arising out of or resulting from the acts, omissions, negligence, or operations of the Contractor, its subcontractors, or suppliers in the performance of work under this Contract.

2.7 Statutory Public Works Provisions and Retainage

Pursuant to C.R.S. § 24-91-103 for mandatory 5% retainage, the City will make progress payments monthly based on estimated completed percentages. The City shall withhold five percent (5%) retainage from each progress payment until final completion and acceptance.

Pursuant to C.R.S. § 38-26-107 for Notice of Final Settlement, if the contract price exceeds \$150,000.00, final settlement and release of retainage will be publicly advertised by the City Clerk prior to final disbursement.

Pursuant to C.R.S. § 24-91-103.5 for prompt payment, valid pay applications will be processed within thirty (30) days, provided work has been verified and no subcontractor liens or defective work claims exist.

Pursuant to C.R.S. § 8-17-101 for Colorado labor requirements, for public works projects exceeding \$500,000.00, Colorado labor shall be employed to perform at least eighty percent (80%) of the work, unless waived by the City based on documented labor unavailability.

2.8 Protection of Existing Utilities and Underground Locates (Colorado 811)

Pursuant to C.R.S. Title 9, Article 1.5, anyone engaging in excavation must notify facility owners in advance. Prior to any earthmoving or excavation, the Contractor shall contact the Utility Notification Center of Colorado (UNCC / Colorado 811) to request utility line locates. The Contractor shall maintain valid locate tickets throughout construction and shall carefully protect all underground utilities, marks, and surface monuments.

2.9 Traffic Control, Safety, and Site Provisions

A complete Traffic Control Plan (TCP) conforming to the Manual on Uniform Traffic Control Devices (MUTCD) shall be submitted by the Contractor and approved by the City prior to breaking ground. Disruption to residents shall be kept to a minimum.

The Contractor shall maintain the work area in a clean, safe condition daily. Upon completion, all construction debris, excess material, and equipment shall be removed immediately.

2.10 One-Year Warranty and Guarantee

The Contractor shall guarantee and warrant all materials, concrete, asphalt, and workmanship against defects for a period of one (1) year from the date of Final Written Acceptance by the City. The Contractor shall, at its sole cost, promptly repair or replace any work that settles, cracks, spalls, or fails within this period within fourteen (14) days of receiving written notice from the City.

2.11 Form of Bid Schedule and Execution

All bid line items must include both unit price and extended total. In the event of a discrepancy between written words and numerical figures, the line-item unit cost shall govern.

Bids must be signed manually in ink or digitally by an authorized corporate officer, partner, or sole proprietor. Corporate bids must include corporate title and EIN.

2.12 Method of Award and Rejection of Bids

The contract will be awarded to the lowest responsive, responsible bidder whose proposal complies with all specified requirements and falls within available project funds. The City reserves the right to reject any or all bids, to waive informalities or technical irregularities, and to accept any bid deemed to be in the best interest of the City of Florence.

SECTION 3: UNIT PRICE BID SCHEDULE

All entries must be typed or written legibly in ink. Bidders must complete all base bid items.

BASE BID ITEMS (REQUIRED SCOPE)

*See attached Bid Forms

Bid Schedule B (Base Bid - Optional)

Bid Schedule C (Base Bid - Optional)

Bid Schedule D (Base Bid - Optional)

SECTION 4: VENDOR SIGNATURE AND ACKNOWLEDGMENT PAGE

This page must be fully executed and returned with the sealed bid proposal.

ADDENDA ACKNOWLEDGMENT

The undersigned bidder hereby acknowledges receipt of the following Addenda (if applicable):

Addendum Nos. Received: _____

AGREEMENT TO EXECUTE CONTRACT WITHOUT EXCEPTION

The undersigned Bidder certifies that they have read and thoroughly reviewed the exhibits and construction standards referenced herein.

By signing below, Bidder confirms that the pricing submitted in this Bid Schedule accounts for all risks, insurance requirements, bonding costs, indemnification obligations, and legal terms contained in Exhibit A. Bidder agrees that if awarded the Contract, Bidder shall execute the Construction Services Agreement exactly as presented, without reservation, exception, or request for negotiation, within ten (10) calendar days of receipt of the Notice of Award. Failure or refusal to execute the Agreement as presented shall constitute a default and result in the forfeiture of Bidder's Bid Security to the City of Florence.

BIDDER SIGNATURE BLOCK

Company Legal Name: _____

Doing Business As (dba): _____

Business Address: _____

City, State, Zip: _____

Phone Number: _____ Email: _____

Federal Employer Identification Number (EIN): _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____, 2026

(If Corporation, Attest by Corporate Secretary):

Attested By: _____ Secretary (SEAL)

BID FORM**BID SCHEDULE B –Sunny Side Street**

ITEM NO.	ITEM DESCRIPTION	QTY.	UNIT	UNIT COST	UNIT TOTAL
1	Mobilization/ Demo	1	LS		
2	Traffic Control		LS		
3	Surface preparation	10 Tons	LS		
4	Cape seal	1622 sqyd	LS		

BID SCHEDULE B TOTAL PRICE

	\$
(Use words)	(Use figures)

Scope of work

1. Surface preparation – remove loose and failed pavement then fill with hot bituminous where approved by the city representative
2. Cape seal to be completed

BID FORM**BID SCHEDULE C – Sunny Side Street**

ITEM NO.	ITEM DESCRIPTION	QTY.	UNIT	UNIT COST	UNIT TOTAL
1	Mobilization/ Demo	1	LS		
2	Traffic Control		LS		
3	Surface prep	4,800	SQFT		
4	3" Mill	14,400	SQFT		
5	3" paving	19,200	SQFT		
6	surveyor		LS		
7	Patch back	98	LS		

BID SCHEDULE C TOTAL PRICE

	\$
(Use words)	(Use figures)

Scope of Work

1. Prep subgrade for hot bituminous- 4' Four feet on each side of roadway starting at existing curb will need to be excavated and graded to correct drainage issues and to provide a suitable base capable of supporting a minimum of 3" hot bituminous to ensure structural integrity.
2. Cold plane 3" in depth of existing roadway for uniform repair.
3. Place a 3" inch compacted mat of hot bituminous for 19,200 sq ft.
4. All water valve, and utility covers must be raised or lowered to meet new street surface.

BID FORM**BID SCHEDULE D – Sunny Side Street**

ITEM NO.	ITEM DESCRIPTION	QTY.	UNIT	UNIT COST	UNIT TOTAL
1	Mobilization/ Demo	1	LS		
2	Traffic Control		LS		
3	Surface prep	3,600	SQFT		
4	Curb and gutter	1,200	LF		
5	Sidewalk	7,415	YD		
6	3" Mill	14,400	SQFT		
7	Concrete pan 45'X5'	25	YD		
8	3" paving	18,005	SQFT		
9	surveyor		LS		
10	Patch back	98	LS		

BID SCHEDULE D TOTAL PRICE

	\$
(Use words)	(Use figures)

Scope of Work

1. Prep subgrade for hot bituminous- 2' on east side of roadway and 4' on the west side of the roadway, will need to be excavated and graded to correct drainage issues and to provide a suitable base capable of supporting a minimum of 3" hot bituminous to ensure structural integrity. 3,600 Sq Ft
2. Remove and replace 90 LF of existing curb on the west side of roadway
3. Place 690 ft of 6 inch curb head on west side of road
4. Place 10' of mountable curb on southeast side of roadway to adjoin with shell driveway then continue with 600LF of 6" curb head
5. Place a 3" inch compacted mat of hot bituminous for sq ft glass fibers are to be added this includes the area where the 90LF of curb has been removed and replaced
6. Cold plane 3" in depth of existing roadway for uniform repair.
7. Place a 3" inch compacted mat of hot bituminous for sq ft.
8. All water valves and utility covers must be raised or lowered to meet new street surface.
9. Driveway cuts 16, 2 of them being alley entrance
10. 1 cross pan on E 2nd st 45' long 5' wide (25 sq yd)
11. 4 ADA ramps two at E 2nd and sunny side and one on each corner of 3rd and sunny side

EXHIBIT A (SAMPLE CONSTRUCTION SERVICES AGREEMENT)

CONSTRUCTION SERVICES AGREEMENT

CITY OF FLORENCE, COLORADO

PROJECT: SUNNY SIDE STREET, CURB, AND GUTTER IMPROVEMENTS

THIS AGREEMENT is made and entered into this ____ day of _____, 2026, by and between the CITY OF FLORENCE, COLORADO, a municipal corporation (hereinafter "City"), and (CONTRACTOR FULL LEGAL NAME), a (State) (Corporation/LLC) (hereinafter "Contractor").

ARTICLE 1: CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

The Contract Documents consist of the following, which are fully incorporated herein by reference:

1. Formal Written Construction Change Orders (highest priority)
2. This Construction Services Agreement
3. City of Florence Request for Bids (RFB) and Instructions to Bidders
4. Contractor's Accepted Unit Price Bid Schedule
5. Technical Specifications and Drawings (incorporating City of Pueblo Street Standards and CDOT Specifications)

In the event of any conflict or inconsistency among the documents, precedence shall be given in the order listed above.

ARTICLE 2: SCOPE OF WORK AND PERFORMANCE STANDARDS

Contractor shall furnish all labor, materials, equipment, tools, traffic control, site safety, and supervision required to perform the Sunny Side Street, Curb, and Gutter Improvements Project. Contractor agrees to perform all work in strict accordance with professional standards of care, CDOT specifications, and the City of Pueblo Street Standards.

ARTICLE 3: TIME OF PERFORMANCE AND LIQUIDATED DAMAGES

Commencement: Work shall commence within ten (10) calendar days of the issuance of the Notice to Proceed.

Substantial Completion: Work shall be substantially completed before December 31, 2026.

Liquidated Damages: Time is of the essence. If Contractor fails to complete the work within the Contract Time, Contractor agrees to pay the City \$500.00 for each calendar day of delay until substantial completion is achieved.

ARTICLE 4: CONTRACT SUM, RETAINAGE, AND PAYMENT

Contract Sum: The City shall pay Contractor based on actual verified field quantities at the accepted line-item unit prices, for an estimated total contract sum of \$(Contract Amount).

Progress Payments and 5% Retainage: Monthly applications for payment shall be submitted based on completed work. The City shall withhold five percent (5%) retainage from each progress payment pursuant to C.R.S. § 24-91-103.

Final Payment and Settlement: Final payment and release of retainage shall occur only after final written inspection, acceptance by the Public Works Lead, and public advertisement of Notice of Final Settlement pursuant to C.R.S. § 38-26-107.

ARTICLE 5: CHANGE ORDERS

No modification, extra work, or adjustment to the Contract Sum or Time shall be valid unless authorized in a formal, written Change Order executed by both parties prior to performing the modified work.

ARTICLE 6: PERFORMANCE AND PAYMENT BONDS

Prior to commencing work, Contractor shall execute and deliver to the City a Performance Bond and a Labor and Material Payment Bond, each in the amount of 100% of the Contract Sum, executed by a corporate surety licensed in Colorado.

ARTICLE 7: INDEMNIFICATION AND INSURANCE

Indemnification: Contractor shall defend, indemnify, and hold harmless the City of Florence, its elected officials, officers, employees, agents, and volunteers from any claims, liabilities, losses, or damages arising out of Contractor's acts or omissions under this Contract.

Insurance: Contractor shall maintain Workers' Compensation (statutory limits), Commercial General Liability (\$1,000,000 per occurrence / \$2,000,000 aggregate), Automobile Liability (\$1,000,000 combined single limit), and Pollution Liability (\$1,000,000). The City of Florence shall be named as an Additional Insured on a primary/non-contributory basis.

ARTICLE 8: ONE-YEAR WARRANTY

Contractor warrants that all work, concrete, asphalt, and materials shall be free from defects in design, material, and workmanship for a period of one (1) year following Final Acceptance by the City. Contractor shall repair or replace defective work at its sole expense within fourteen (14) days of written notice from the City.

ARTICLE 9: TERMINATION

For Cause: The City may terminate this Contract upon seven (7) days written notice if Contractor substantially breaches any provision, fails to maintain schedule, or provides defective work.

For Convenience: The City may terminate this Contract at any time for public convenience upon written notice, paying Contractor for accepted work performed up to the termination date.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

CITY OF FLORENCE, COLORADO

By: _____

Lori Cobler, City Manager

ATTEST: _____

Cortlyne Huppe, City Clerk

CONTRACTOR:

(CONTRACTOR FULL LEGAL NAME)

By: _____

Printed Name: _____

Title: _____

EXHIBIT B: CONSTRUCTION CHANGE ORDER FORM
CITY OF FLORENCE, COLORADO

PROJECT SUMMARY

State/Local Agency: City of Florence, Colorado

Agency Address: 600 West 3rd Street, Florence, Colorado 81226

Contractor Legal Name: (Insert Contractor's Full Legal Name)

Contractor Address: (Insert Contractor Address)

Project Title: Sunny Side Street, Curb, and Gutter Improvements Project

Change Order Number: (Insert Change Order #)

CHANGE ORDER SUMMARY

Original Project Performance Time: (XXX) Calendar Days

Cumulative Value of Prior Performance Time Adjustments: (XXX) Calendar Days

This Change Order Adjustment to Performance Time: (+/- XXX) Calendar Days

Current Project Performance Time: (XXX) Calendar Days

Original Project Value: \$(Amount)

Cumulative Value of Prior Cost Adjustments: \$(Amount)

This Change Order Cost Adjustment: \$(Amount)

Current Project Value: \$(Amount)

Public Works Director Approval: _____

City Manager Approval: _____

Contractor Approval: _____

EMERGENCY FIELD CHANGE AUTHORIZATION

Is this an emergency field change order that authorized work prior to the execution of a formal project modification? (Select: Yes / No)

If Yes, explain justification: (Delays in processing a normal change order will result in substantial delays or significant cost increases for the project)

ITEMIZED MODIFICATIONS AND COST ADJUSTMENT TABLE

Item Number: 1

Type of Modification: (Addition / Deletion / Revision)

Cost Adjustment: \$(Amount)

Item Name and Description: (Insert Description)

Reason for Modification: (Insert Reason)

Basis for Fair and Reasonable Cost Determination: (Unit Price / Force Account / Negotiated Lump Sum)

Item Number: 2

Type of Modification: (Addition / Deletion / Revision)

Cost Adjustment: \$(Amount)

Item Name and Description: (Insert Description)

Reason for Modification: (Insert Reason)

Basis for Fair and Reasonable Cost Determination: (Unit Price / Force Account / Negotiated Lump Sum)

AUTHORIZATION AND SIGNATURES

The Parties hereto agree to the description of the modifications to the Project detailed in this Change Order Form. Persons signing on behalf of the Contractor hereby swear and affirm that they are duly authorized to act on the Contractor's behalf and acknowledge that the City is relying on their representations to that effect. In accordance with municipal procedures and C.R.S. § 24-30-202, the City can make no payments for modified services described in this Change Order until full execution by all parties.

CONTRACTOR

Project Manager or Representative

Signature: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF FLORENCE

Public Works Lead / Project Manager

Signature: _____

Printed Name: _____

Title: _____

Date: _____

City Manager Approval

Signature: _____

Printed Name: Lori Cobler

Title: City Manager

Date: _____