



**REQUEST FOR BID
LARIMER COUNTY COLORADO
200 WEST OAK STREET, SUITE 4000
FORT COLLINS, COLORADO**

BID NUMBER: 12-03
DESCRIPTION: Above Ground Fuel Storage Tank Closure and Replacement
CLOSING DATE: **March 6, 2012**

Please bid DELIVERED PRICES on the following Goods or Services. No bid is contingent on the purchase of all items listed. The right is reserved to reject any and all bids or parts thereof. Prices and terms shall remain in effect for 90 days from date of opening.

The Board of Larimer County Commissioners will be receiving sealed bids at the office of the Purchasing Director, Larimer County Courthouse, **200 West Oak Street, Suite 4000, Fort Collins, CO, 80522**, up to 2:00 P.M. (our clock), Tuesday, March 6, 2012 at which time they will be opened to consider the purchase, installation of one (1) dual compartment above ground storage tank, and closure and disposal of two (2) Above Ground Fuel Storage Tanks, dispensers, and piping in Livermore, Colorado.

COMPLETE BID DOCUMENTS ARE AVAILABLE ONLY ON THE LARIMER COUNTY WEB SITE AT www.larimer.org/bids/, DOCUMENTS INCLUDED ARE:

- Attachment "A"** Specifications provided by Terracon, Fort Collins, CO.
- Attachment "B"** Drawings
- Attachment "C"** Geotechnical Engineering Report
- Appendix "A"** Field Exploration
- Appendix "B"** Laboratory Testing
- Appendix "C"** Supporting Documents

A **Pre-Bid Meeting** will be held on **Friday, February 17, 2012 at 9:00 A.M.** at the Livermore, Colorado shop location, just west of the junction of Highway 287 and County Road 74E, in Livermore, Colorado, 80545. A Representative of the Larimer County Fleet Services Department will be present at this meeting to answer questions about the project. **It is recommended that potential bidders read the complete RFB prior to attending the meeting and come prepared with questions.** This Pre-Bid Meeting is not mandatory, however, Larimer County Government highly encourages interested firms to have representatives attend the meeting to familiarize them with the scope of this project.

All questions regarding this bid should go to Ms. Heather L. Michaels, CPPB, Purchasing Agent. Questions may be faxed to Ms. Heather Michaels at 970-498-5959, or e-mailed to hmichaels@larimer.org. Please call Heather Michaels at 970-498-5954 to verify receipt of your questions

GENERAL INSTRUCTIONS:

Bidder shall not stipulate in his bid any conditions not contained in the specifications, unless specifically requested in the special instructions. Any bids that fail to comply with the literal letter of these instructions and the specifications may be rejected forthwith.

Bids shall be typewritten or written in ink on the form prepared by the County. The person signing the bid shall initial all corrections or erasures made on your bid.

No work shall commence nor shall any invoices be paid until the contractor provides the requested proof of insurance as outlined in the "Insurance Requirements For Contractors" **and** until such proof is accepted by Larimer County. **Additionally**, the contractor will provide an endorsement naming Larimer County as an additional insured to their policy. If you have any questions concerning the insurance requirements, please contact Connie Ellis, Property/Casualty Claims Adjuster, at (970) 498-5963 at least one week before the bid recording date.

Any charges for freight, delivery, containers, packaging, etc., will be included in the bid price.

In submitting the bid, the vendor agrees that acceptance of any or all bids by the County within a reasonable time period constitutes a contract. No delivery shall become due or be accepted until a purchase order has been issued by the Purchasing Director of Larimer County.

It is understood that the Board of Larimer County Commissioners reserves the right to reject any and/or all bids and to waive informalities in bids, and to accept the bid that, in the opinion of the Board, is in the best interest of Larimer County. The total cost of bid preparation and submission shall be borne by the bidder.

If, in the sole judgment of the Board of Larimer County Commissioners, the bids or proposals are substantially equal, the Board **may** grant the contract to companies located in Larimer County.

As of August 7, 2006, state and local government agencies are prohibited from purchasing services from any contractor that knowingly employs illegal immigrants to help carry out publicly funded work. Pursuant to the provisions of Colo. Rev. Stat. §8-17.5-101, contractors must certify that they are using the E-Verify Program or Department Program to verify the employment eligibility of new employees. If a contractor awarded a contract violates the provisions of Colo. Rev. Stat. §8-17.5-101(2), the state or local government agency may terminate the contract and the contractor will be liable for damages to such agency.

Any contract agreed to by the parties that results in a sole source government contract must contain provisions and comply with Article XXVIII, Section 15 of the Colorado Constitution.

All information submitted in response to this bid is public after the bid opening. The bidder should not include as a part of the response to the invitation to bid any information which the bidder believes to be a trade secret or other privileged or confidential data. If the bidder wishes to include such material with a bid, then the material should be supplied under separate cover and identified as confidential. Statements that the entire bid is confidential will not be honored. Larimer County will endeavor to keep that information confidential, separate and apart from the bid subject to the provisions of the Colorado Open Records Act or order of court.

Payment for work performed or goods sold to Larimer County can be expected within 30 days after receipt of the invoice and satisfactory acceptance from the department receiving the service or goods. Any discount allowed by the vendor for prompt payment, etc., must be reflected in the bid figure, and not entered as separate pricing on the bid.

No telephone, e-mail, or facsimile bids will be accepted.

Bids must be clearly identified on the front of the envelope by bid number and title. Responsibility for timely submittal and routing of bids, prior to opening, lies solely with the bidder. Bids received after the opening time specified will not be considered.

Minority Business Enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on grounds of race, color or national origin.

Bids must be furnished exclusive of any Federal, State or Local taxes.

INTENT:

The Larimer County Fleet Services Department wants to hire a contractor to remove, close, and dispose of the existing Above-Ground Storage Tanks (2) (AST) and fueling system, and install one 6,000-gallon dual compartmental AST (4,000-gallon diesel fuel and 2,000-gallon unleaded gasoline) and fueling system. The Livermore shop location is just west of the junction of Highway 287 and County Road 74E, Livermore, Colorado, 80545. The existing AST and fueling system must remain operational until the new AST and fueling system is constructed and operational and permission is given by the Engineer (Terracon) and Owner (Larimer County) to remove and close the existing AST and fueling system. Construction may occur during the business hours of 7:00 A.M. to 4:30 P.M., Monday through Friday, excluding holidays. Additional working arrangements will be made, if necessary, between the successful vendor, the Engineer, and Larimer County Fleet Services.

GENERAL INFORMATION:

Time is of the essence. Larimer County would like the work completed as quickly as possible. A Notice of Award and Acceptance of Notice form will be faxed to the successful vendor upon award of the bid. Once the Acceptance of Notice, and insurance certificates are received from the successful vendor and approved by Larimer County, a purchase order will be faxed to the awarded vendor, and work may begin. This project must be complete 90 days from the date of commencement of the site work.

The Larimer County Fleet Services Department and the Engineer will coordinate dates with the successful vendor for the removal and installation of the tanks to ensure all appropriate entities are available to be on site at the time of removal and installation.

The successful vendor will work in conjunction with the Engineer and the Larimer County Fleet Services Department to ensure all rules and regulations are followed regarding proper removal, installation and disposal of fuel storage tanks. Bidders are responsible to determine that all costs with regard to all aspects of the work involved to comply with this Request for Bid are included in his or her pricing.

Should it be required that representatives of the Livermore Fire District and/or Larimer County Department of Health and Environment be present to supervise the removal of the existing tank to ensure the tank is inerted and extricated in a safe manner, the successful vendor will coordinate dates and times with all agencies involved.

A "Final Inspection" will need to be conducted by the Livermore Fire District after installation of the new tank is complete. Some fuel will need to be in the new tank when the Final Inspection is conducted.

The 1000-gallon unleaded fuel tank will be moved and installed at another Larimer County site as a used oil tank. The tank it will replace will become the responsibility of the vendor. Removal and disposal of the two existing above ground storage tanks will be the responsibility of, and then belong to, the successful vendor. The successful vendor is to state in his/her bid how the existing tank will be disposed of to ensure all regulations pertaining to fuel storage tanks will be followed. The existing tank will need to be emptied, inerted, and removed according to the Unified Fire Code (reference the 1997 Uniform Fire Code Regulations). Copies of the code can be obtained by contacting the Livermore Fire District/Station at 970-472-5592, or via fax at 970-568-0542.

Each vendor bidding these services is to view the State Division of Oil and Public Safety website at [http:// www.colorado.gov/cs/Satellite/CDLE-OilPublicSafety/CDLE/1240336920113](http://www.colorado.gov/cs/Satellite/CDLE-OilPublicSafety/CDLE/1240336920113), and go to the Petroleum Program for links to State Regulations and Permit Information. Obtaining and following all regulations and permits pertaining to removing, installing and disposing of the fuel storage tanks, including having a representative of the State Division of Oil and Public Safety at the site during or after removal and installation of the tanks, if necessary, is the responsibility of the successful vendor.

The State Division of Oil and Public Safety governs the above mentioned web site with regard to contaminated soil. The Colorado Department of Public Health and Environment (CDPHE) will need to oversee assessment and cleanup of any petroleum contaminated soils that may be present due to the removal of the existing fuel tank. **Obtaining and following all regulations and permits pertaining to removing, installing and disposing of the fuel storage tanks, including having a representative of CDPHE at the site during or after removal and installation of the tanks, if necessary, is the responsibility of the successful vendor.**

The successful vendor will work with the Engineer regarding confirmation soil sampling and testing for possible contaminated soils. The Engineer will be responsible for testing samples, and work with the Larimer County Department of Environmental Health, Larimer County Fleet Services Department, and any other organization as determined by law, to ensure proper procedure is followed, including but not limited to written assessments. **No soil sampling and testing costs will be incurred by the successful vendor.**

Prospective bidders must be licensed, and experienced in the correct procedures, for fuel storage tank removal and replacement.

A "Certificate of Destruction" for each tank (2) from the final disposal site, must be submitted to the Larimer County Fleet Services Department upon completion. These two (2) "Certificates of Destruction" must be received by the Fleet Services Department within ten (10) calendar days after the tanks are removed and disposal is complete. Additionally, a copy of the "Certificate of Destruction" for the tank located at the Livermore site must be given to the Livermore Fire District. Copies of the "Certificates of Destruction" for both tanks (2) must be provided to the Department of Larimer County Health and Environment, and the Larimer County Purchasing Department.

AWARD AND PAYMENT:

Award will be made to one vendor for the entire project. A Purchase Order shall serve as the agreement between Larimer County and the successful bidder. This project must be complete within 90 days from the date of commencement of work at the work sites.

Larimer County will pay the awarded vendor 50% of the bid amount after delivery and installation of one new dual compartment above ground storage tank at the Livermore site. The remaining 50% of the bid amount will be paid after one (1 - 1000 gallon) of the tanks has been transported from the Livermore site to the Vine Street site and installed, and after the vendor has picked-up a second used oil tank at the Vine Street site and proper disposal has been made. Each "Certificate of Destruction", (2), showing proof both tanks have been disposed of properly, must be provided to all parties noted above prior to final payment being made.

SPECIFICATIONS ARE AS FOLLOWS:

Please see:

Attachment "A"	Specifications provided by Terracon, Fort Collins, CO.
Attachment "B"	Drawings
Attachment "C"	Geotechnical Engineering Report
Appendix "A"	Field Exploration
Appendix "B"	Laboratory Testing
Appendix "C"	Supporting Documents

INSURANCE REQUIREMENTS:

Prior to commencement of any work, contractor shall forward Certificates of Insurance to Larimer County Purchasing, 200 W. Oak St., #4000, Fort Collins, Colorado 80521. The insurance required shall be procured and maintained in full force and effect for the duration of the Contract and shall be written for not less than the following amounts, or greater if required by law. Certificate Holder should be Larimer County at the above address.

I. Workers' Compensation and Employers' Liability

- A. State of Colorado: Statutory
- B. Applicable Federal: Statutory
- C. Employer's Liability: \$100,000 Each Accident
\$500,000 Disease-Policy Limit
\$100,000 Disease-Each Employee

D. **Waiver of Subrogation**

II. Commercial General Liability on an Occurrence Form including the following coverages: Premises Operations; Products and Completed Operations; Personal and Advertising Injury; Medical Payments; Contractual Liability; Independent Contractors; and Broad Form Property Damage. Coverage provided should be at least as broad as found in Insurance Services Office (ISO) form CG0001. Minimum limits to be as follows:

- A. Bodily Injury & Property Damage General Aggregate Limit \$1,000,000
- B. Products & Completed Operations Aggregate Limit \$1,000,000
- C. Personal & Advertising Injury Limit \$1,000,000
- D. Each Occurrence Limit \$1,000,000

Other General Liability Conditions:

1. Products and Completed Operations to be maintained for one year after final payment. Contractor shall continue to provide evidence of such coverage to the County on an annual basis during the aforementioned period (as appropriate).
2. **Contractor agrees that the insurance afforded the County is primary.**
3. If coverage is to be provided on Claims Made forms, contractor must refer policy to Risk Management Department for approval and additional requirements.
4. **Environmental Impairment and/or Pollution Legal Liability insurance coverage is required.**

III. Professional Liability: Each Occurrence Limit \$1,000,000
Aggregate Limit \$1,000,000

IV. Commercial Automobile Liability coverage to be provided on Business Auto, Garage, or Truckers form. Coverage provided should be at least as broad as found in ISO form CA0001 (BAP), CA0005 (Garage) or CA0012 (Trucker) including coverage for owned, non-owned, & hired autos. Limits to be as follows:

- A. Bodily Injury & Property Damage Combined Single Limit \$1,000,000
- B. Medical Payments Coverage \$5,000/person
- C. Uninsured/Underinsured Motorist Colorado Statutory Limit \$1,000,000

V. Umbrella Liability: Each Occurrence Limit \$2,000,000
Aggregate Limit \$2,000,000

VI. **All insurance policies** (except Workers Compensation and Professional Liability) **shall include Larimer County and its elected and appointed officials and employees as additional insureds as their interests may appear.** The additional insured endorsement should be at least as broad as ISO form CG2010 and CG 2037 for General Liability coverage and similar forms for Commercial Auto and Umbrella Liability. Additional Insured endorsement(s) shall be attached to the certificate of insurance that is provided to the county.

VII. The County reserves the right to reject any insurer it deems not financially acceptable by insurance industry standards. Property and Liability Insurance Companies shall be licenses to do business in Colorado and shall have an AM Best rating of not less than B+ and/or VII.

VIII. **Notice of Cancellation:** Each insurance policy required by the insurance provision of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the County, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to Larimer County Risk Management, 200 W. Oak St., #4000, Ft. Collins, CO 80521. If the insurance company refuses to provide the required notice, the contractor or its insurance broker shall notify the County of any cancellation, suspension, non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

IX. Contractor shall furnish Larimer County certificates of insurance. Contractor will receive all sub-contractors certificates of insurance. Such certificate must meet all requirements listed above.

ANY DEVIATIONS FROM THE STANDARDS GIVEN ABOVE MUST BE APPROVED BY THE LARIMER COUNTY RISK MANAGEMENT DEPARTMENT.

LARIMER COUNTY BID #12-03 ABOVE GROUND FUEL STORAGE TANK CLOSURE AND REPLACEMENT

LARIMER COUNTY LIVERMORE AST REMOVAL AND REPLACEMENT

BID ITEM	ESTIMATED QUANTITY	UNITS	DESCRIPTION	UNIT PRICE (Words/Numbers) (Typed or Printed)	EXTENDED TOTAL
GENERAL ITEMS					
1	1	Lump Sum	The Work included under this section consists of furnishing all labor, materials, services, equipment and appliances required to properly install one 6,000-gallon dual compartment AST (4,000-gallon diesel fuel and 2,000 gallon unleaded gasoline) and dispensing systems at the Livermore Shop in Livermore, Colorado. The AST system shall be delivered to the site as complete factory pre-fabricated system including skid-mounted tank, pumping system, piping, fill ports, sensor ports, overfill prevention sumps, leak detection and secondary containment. The installation also includes concrete tank foundations, dispensers, protective bollards, site lighting, electrical service, and miscellaneous equipment for a complete system as shown on the Drawings. The Fuel Master management system from the existing AST system shall be relocated to the new installation.		
2	1	Lump Sum	The Work included under this section consists of furnishing all labor, materials, services, equipment and appliances required to properly install an optional automatic tank gauging system including inventory management, overfill protection and leak detection as supplied by Veeder Root Model TI S-300C.		
3	1	Lump Sum	Furnishing all labor, materials, services, equipment and appliances required to properly remove, close and dispose of the existing AST systems and associated ancillary equipment, foundations, and containment structures at the Livermore Shop in Livermore, Colorado including removal and disposal of one 2,000-gallon diesel fuel AST system; Removal and disposal of one 1,000-gallon unleaded gasoline AST system; Removal and disposal of pumping systems, piping, fill ports, containment structures, tank foundations, pump islands, dispensers, electrical service, concrete, pavement, and miscellaneous equipment from the site; removal and disposal of all liquids, solids and sludges inside the tanks including diesel fuel, gasoline, water, solids, and sludge. The existing Fuel Management system shall be relocated to the new installation.		
4	100	Cubic Yards	Excavation, Stockpiling and Loading of Excavated Soils associated with the AST closure		
5	100	Cubic Yards	Transportation and Disposal of Petroleum Contaminated Soils associated with the AST closure		
6	100	Cubic Yards	Backfill and Compaction (Purchase, Transport, Compact Backfill Material) associated with the AST closure		
7	100	Cubic Yards	Backfill and Compaction (Clean Excavated Material) associated with the AST closure		
8	1	Lump Sum	The Work included under this section consists of furnishing all labor, materials, services, equipment and appliances required to transport and install one 4,000-gallon double wall AST and liquid transfer system from the Livermore Shop in Livermore, Colorado to the Vine Street Shop in Fort Collins, Colorado. The installation also includes piping, and miscellaneous equipment for a complete system as currently in operation at the Vine Street Shop.		

BID SCHEDULE:

LARIMER COUNTY BID #12-03 ABOVE GROUND FUEL STORAGE TANK CLOSURE AND REPLACEMENT

LARIMER COUNTY LIVERMORE AST REMOVAL AND REPLACEMENT

BID ITEM	ESTIMATED QUANTITY	UNITS	DESCRIPTION	UNIT PRICE (Words/Numbers) (Typed or Printed)	EXTENDED TOTAL
9	1	Lump Sum	Furnishing all labor, materials, services, equipment and appliances required to properly remove, close and dispose of the existing Used Oil AST system and associated ancillary equipment, at the Vine Street Shop in Fort Collins, Colorado including removal and disposal of one 1,000-gallon used oil AST system; Removal and disposal of existing piping/pumping systems, piping, fill ports, containment structures, and miscellaneous equipment from the site; removal and disposal of all liquids, solids and sludges inside the tank including diesel fuel, gasoline, water, solids, and sludge.		

TOTAL CONTRACT AMOUNT \$ _____

Estimated number of days to complete Project: _____

Note:

- 1) Quantities shown on bid schedule are estimated and are not guaranteed under the contract.

SIGNATURE PAGE

ADDENDA:

<u>Addendum Number</u>	<u>Date of Addendum</u>	<u>Date Received</u>
_____	_____	_____
_____	_____	_____

The undersigned certifies that he/she has examined the specifications and instructions to proposers and has submitted a proposal in full compliance and without collusion with any other person, individual or corporation.

The undersigned further certifies that he/she is or is trying to participate in the “Basic Pilot Employment Verification Program (Basic Pilot)” as detailed as a part of the “Systematic Alien Verification for Entitlements (SAVE) Program” as found on the U.S. Citizenship and Immigration Services website at (<http://www.uscis.gov>). The entire URL for the SAVE program is:

<http://www.uscis.gov/portal/site/uscis/menuitem.5af9bb95919f35e66f614176543f6d1a/?vgnextoid=71cf58f91f08e010VgnVCM1000000ecd190aRCRD&vgnnextchannel=71919c7755cb9010VgnVCM10000045f3d6a1>

The undersigned certifies that you have verified that you do not employ illegal aliens, and that you shall not knowingly employ an illegal alien to perform work.

SIGNED: _____ TITLE: _____

PRINTED NAME: _____

FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

DATE: _____ TELEPHONE NUMBER: _____

FAX NUMBER: _____ E-MAIL _____

For further information regarding this bid, please contact Heather L. Michaels, CPPB, Purchasing Agent, at (970) 498-5954 or hmichaels@larimer.org.

Please submit bids in a sealed envelope using the enclosed “ORANGE” routing tag affixed firmly to the outside of the envelope and marked “Bid #12-03” to:

LARIMER COUNTY PURCHASING DIRECTOR
LARIMER COUNTY COURTHOUSE OFFICES
200 WEST OAK STREET, SUITE 4000
FORT COLLINS, COLORADO 80522

If you do not have the routing tag, use a bright highlighter to highlight the bid number, bid name and closing date on the outside of your sealed envelope.