



**INVITATION TO BID (ITB)
LARIMER COUNTY COLORADO
200 W. OAK ST., SUITE 4000
FORT COLLINS, COLORADO**

BID NUMBER: B16-12
DESCRIPTION: WMR/VE Sewer Association Sanitary Sewer Improvements Project
CLOSING DATE: December 16, 2016

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 30 days from date of opening.

The Board of Larimer County Commissioners will be accepting sealed bids at the office of the Purchasing Director, 200 W. Oak Street, Suite 4000, Fort Collins, Colorado, 80521, up to 2:00 P.M. (our clock), on December 7, 2016 at which time they will be publicly opened and read aloud to consider entering into an agreement with a contractor to provide all necessary labor, supervision, equipment, tools, and materials to construct a 8-inch gravity sewer pipeline from the existing Western Mini-Ranches / Vaquero Estates (WMR/VE) Sewer Association collection system to the Town of Berthoud collection system Dry Creek Interceptor.

Bid documents and specifications are available online at Rocky Mountain e-Purchasing at <http://www.bidnetdirect.com/colorado> and on the Larimer County Purchasing site at www.larimer.org/bids.

NON-MANDATORY PRE-BID MEETING

A Pre-Bid meeting will be held December 1, 2016 at 1:00 p.m. The meeting will be held at the [WMR/VE Lagoon system](#), Just north of 2890 Sundown Drive, Berthoud, CO. Representatives of Larimer County and JVA, Inc. (Engineering Team) will be present to discuss the project and to answer questions. Bidders are requested (not required) to attend and participate in the meeting. Bidders should read the entire document prior to meeting.

Google Map of location:

<https://www.google.com/maps/dir/40.2901798,-105.102809/40.2930844,-105.1265869/@40.2907219,-105.1107515,1583m/data=!3m1!1e3!4m2!4m1!3e2>

***** THIS WILL BE THE ONLY OPPORTUNITY TO VIEW THE SITE *****

**** NO OTHER MEETING WILL BE CONDUCTED ****

All questions regarding this bid must be emailed to Les Brown, Purchasing Agent, at brownld@larimer.org. Questions are due no later than 10:00 a.m. December 5, 2016. Please call Les Brown at 970-498-5954 to verify receipt of your questions. Vendors should not contact JVA, Inc. directly; JVA, Inc. will not answer any questions directly to vendors.

Each Bid must, **or the Bid will be REJECTED**, be accompanied by a Bid Guaranty consisting of a properly Certified Check, Cashier's Check, or Bid Bond, in the amount of five percent (5%) of the contractor's Project Price, without conditions, payable to Larimer County. The Bid Bond (Attachment B), included in this document must be used as the Bid Guaranty. This is the only acceptable format for a Bid Bond; no other format will be accepted. Bid Guarantees may be held until the contract is awarded; provided the time from ITB opening date to contract award does not exceed thirty days.

The award Contractor will be required to furnish 100% Performance and Payment Bonds (Attachment C) within ten days after the Notice of Award.

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. If the form is filled out using pencil, the bid may be considered non-responsive and may be rejected. The person signing the bid or an authorized representative of the company shall initial all corrections or erasures made on your bid.

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 County Commissioners, the proposals are substantially equal, the Board may grant the contract to companies located in Larimer County, however this is not applicable in the case that Federal funds are used.

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.

Vendor certifies, warrants, and agrees that (he) (she) (it) has knowledge of the "Keep Jobs in Colorado Act of 2016" codified at Sections 8-17-101, *et seq.* of the Colorado Revised Statutes and that Colorado labor shall be employed to perform at least eighty percent (80%) of the work. See <https://www.colorado.gov/pacific/cdle/kjica> for more information regarding this Act, which applies to Public Works projects.

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.

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 Hope Verro, Risk Management Coordinator, at (970) 498-5963 at least one week before the bid opening date.

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.

Larimer County strongly encourages the use of small and minority firms, women's business enterprises, and labor surplus area firm services. In accordance with Federal and State laws, Larimer County does not discriminate.

The County encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental jurisdictions. To the extent other governmental jurisdictions are legally able to participate in cooperative purchasing endeavors, the County supports such cooperative activities. Further, it is a specific requirement of this Invitation to Bid that pricing offered herein to the County may be offered by the vendor to any other governmental jurisdiction purchasing the same products. The vendor should deal directly with any governmental agency concerning the placement of purchase orders, freight charges for destinations outside of the Larimer County, contracting and disputes, invoicing, and payment. The County shall not be held liable or responsible for any liability, claims, costs, damages, demands, actions, losses, judgments or expenses incurred by the Contractor or any such government entity relating to such separate contract or this solicitation.

The Contractor certifies that by signing the contract, neither the contractor nor subcontractors, the organization nor its principals are suspended or debarred or otherwise excluded from procurement by the Federal government and do not appear on the Excluded Parties List System (EPLS) maintained by the General Services Administration (GSA).

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

BIDDING INSTRUCTIONS:

The following items are part of this Invitation to Bid:

- This Invitation to Bid document (B16-12 WMR/VE Sewer Association Sanitary Sewer Improvements Project)
- Attachment A - References
- Attachment B - Bid Bond
- Attachment C - Payment and Performance Bonds
- Attachment D - Project Manual Bidding Document (*stand-alone file*)
- Attachment E - Drawings (*stand-alone file*)
- Attachment F - Sample Contract (*stand-alone file*)
- Attachment G - State Revolving Fund Required Specifications (*stand-alone file*)

It is not necessary to return the entire bid document for the bid opening. **Submittal of the following completed forms are required:**

Bid Bond

Bid Form - found under Section 00310 of Attachment D - Project Manual Bidding Document

INSURANCE

Prior to commencement of any work, contractor shall forward Certificates of Insurance to Larimer County Risk Management, 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 \$2,000,000
 - B. Products & Completed Operations Aggregate Limit \$2,000,000
 - 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.
- III. 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

- IV. **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 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.
- V. 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.
- VI. **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.
- VII. 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.

AWARD & CONTRACT:

This solicitation will be awarded to the vendor with the most responsible, responsive, reasonable, lowest GRAND PROJECT TOTAL meeting all specifications and deemed most advantageous to Larimer County.

Any exceptions or requested additions to Attachment F - Sample Contract, **should** be stated and submitted with your Bid. The County makes no guarantee of any requested changes or concessions, but will review and consider all requests.

REFERENCES

The Contractor should provide a narrative response listing three (3) references; references should be for similar projects within the last five (5) years. Contractor should use these reference narratives to provide proof of qualifications and understanding of Larimer County’s project. Failure to include references and/or the inability to contact the references may cause your Bid to be rejected or deemed non-responsive.

Requirement
<ul style="list-style-type: none">• Organization represented• Individual Name• Position Title• Physical Address• Mailing Address• Telephone number• Email address• Proof of qualifications and understanding of Larimer County’s Scope of Work• Date of installation or services rendered

BID BOND

KNOW ALL MEN by these presents that the undersigned _____ of _____ as Principal, _____ and _____ as Surety, are held firmly bound unto Larimer County, Colorado (the Owner) in the penal sum of _____

Dollars (\$_____) for the payment of which said Principal and Surety each separately, severally, and jointly hereby bind themselves, their heirs, executors, administrators, successors, and assigns firmly by these presents.

Dated, signed, sealed and executed this _____ day of _____, 2016.

The conditions of this bond are such that whereas the said Principal is about to submit a bid or proposal to Larimer County, Colorado (the Owner) to furnish all services, labor, materials and equipment necessary for the project known as Invitation to Bid No. B16-12 Western Mini Ranches- Vaquero Estates Sewer Association Sanitary Sewer Improvements Project.

NOW THEREFORE, if the above bound Principal, if he be awarded the contract for the materials and work upon which he bid, shall within the fifteen (15) days of such award enter into a written contract with Larimer County, Colorado (the Owner) in form set out in the Contract Documents for said project and shall furnish bond to be executed by an acceptable surety company, then this bond shall be null and void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this bond to be executed.

PRINCIPAL

SURETY

STATE OF COLORADO,)
)ss.
COUNTY OF LARIMER)

Before me, a Notary Public in and for said State, came _____ as Principal, and _____ of _____, _____, Attorney in Fact for said _____, as Surety, with both of whom I am personally acquainted, and acknowledged that they subscribed their signatures to the above and foregoing bond.

Subscribed to before me a Notary Public this _____ day of _____, 20____.

Attachment C - Payment and Performance Bonds
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that _____
_____, of the County of _____,
State of _____, as principal, and _____
_____ of _____,
State of _____, as surety, are held and firmly bound unto the County of Larimer, in the
penal sum of _____
_____ (\$_____),

with interest thereon at the rate of eight percent (8%) per annum until paid, in good and lawful money of the United States of America, for the payment of which sum well and truly to be made, principal and surety bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WITNESS our hands and seals this _____ day of _____, A.D. 2016.

The conditions of the foregoing obligation are such that whereas, on the date hereof, the said principal entered into a written contract with the County of Larimer for the construction of B16-12 WMR/VE Sewer Association Sanitary Sewer Improvements Project, in the State of Colorado; said construction work to be done according to the requirements of said contract.

NOW THEREFORE, if the said principal shall at all times duly and faithfully promptly make payments in all amounts lawfully due to all persons supplying or furnishing him or his subcontractors with labor or materials used or performed in the prosecution of the work provided for in such contract, then this bond will be null and void, otherwise the principal and surety will indemnify and save harmless the County to the extent of any payments in connection with the carrying out of any such contracts which the County may be required to make under the law.

Larimer County shall be under no obligation, except as expressly provided by statute, to withhold any sums due the said principal under the terms of this contract, or to protect in any other way the surety or sureties, claimants or others.

No representation or statement of the principal made to the surety or sureties in application for this bond, or otherwise, shall be read into or be a part of this bond or binding in any way on the obligee herein.

No assignment by principal to surety of the proceeds of such contract shall be binding, except as to any net surplus after paying all claims chargeable by law or by said contract, against the proceeds thereof.

No extension of time of performance of said contract or delay in the completion of the work thereunder shall invalidate this bond or release the liability of the surety thereunder.

This Bid shall not be deemed valid until it shall have been accepted by the Chair, Larimer County Board of Commissioners, or such assistant as he or she may designate.

Attachment C - Payment and Performance Bonds

IN WITNESS WHEREOF, we have hereunto set our hands and seals at _____
_____, Colorado, the day and date written above.

_____(SEAL)
Signature of Principal

_____(SEAL)
Signature of Principal

_____(SEAL)
Signature of Surety

_____(SEAL)
Signature of Surety

Attachment C - Payment and Performance Bonds
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____,
_____, of the County of _____, State of _____,
as principal, and _____
of _____,
State of _____, as surety, are held and firmly bound unto the County of Larimer, in the
penal sum of _____
_____ (\$_____)

with interest thereon at the rate of eight percent (8%) per annum until paid, in good and lawful money of the United States of America, for the payment of which sum well and truly to be made, principal and surety bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WITNESS our hands and seals this _____ day of _____, A.D. 2016.

The conditions of the foregoing obligation are such that whereas, on the date hereof, the said principal entered into a written contract with the County of Larimer for the construction of B16-12 WMR/VE Sewer Association Sanitary Sewer Improvements Project. In the State of Colorado; said construction work to be done according to the requirements of said contract.

NOW, THEREFORE, if the said principal shall at all times duly and faithfully discharge its, his or their duties under said contract, and shall duly and faithfully perform all the obligations thereof, and shall and will indemnify and save harmless the County of Larimer, and all persons as provided by the Statutes of the State of Colorado, from any and all damages or loss which the County of Larimer or any persons as provided by the Statutes of the State of Colorado may or shall suffer by reason of the default of the principal or anyone acting for it as subcontractor or otherwise in the performance of this contract, or by reason of any failure on the part of said principal, its agents, servants, or employees, subcontractor or subcontractors, or any of them, in the performance of said contract or any portion thereof, and if the said principal, its subcontractor or subcontractors, and each and all of them, shall duly pay for all labor, materials, and other supplies used or consumed in the performance of the work contracted to be done or any part thereof, then this obligation shall be void; otherwise it shall remain in full force and effect.

Larimer County shall be under no obligation, except as expressly provided by statute, to withhold any sums due the principal under the terms of this contract, or to protect in any other way the surety or sureties, claimants or others.

No representation or statement of the principal made to the surety or sureties in application for this bond, or otherwise, shall be read into or be a part of this bond or binding in any way on the obligee herein.

No assignment by principal to surety of the proceeds of such contract shall be binding, except as to any net surplus after paying all claims chargeable by law or by said contract, against the proceeds thereof.

No extension of time of performance of said contract or delay in the completion of the work thereunder shall invalidate this bond or release the liability of the surety thereunder.

This Bid shall not be deemed valid until it shall have been approved by the Chair, Larimer County Board of Commissioners, or such assistant as he or she may designate.

Attachment C - Payment and Performance Bonds

IN WITNESS WHEREOF, we have hereunto set our hands and seals at
_____,
Colorado, the day and date written above.

_____(SEAL)
Signature of Principal

_____(SEAL)
Signature of Principal

_____(SEAL)
Signature of Surety

_____(SEAL)
Signature of Surety