



INVITATION FOR BID

Construction

BRO C320-004 (22521)

Date issued: January 31, 2023
Bids Due: February 28, 2023 at 1:00 p.m.

COUNTY ROAD N ALKALI CREEK BRIDGE REPLACEMENT

MONTEZUMA COUNTY

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SECTION I – BID INFORMATION

1.0 BID INFORMATION

Section I provides general information to potential Bidders, such as bid submittal instructions and other similar administrative elements. This Invitation for Bid (IFB) is available on the Montezuma County website at www.montezumacounty.org/rfp-notices/ beginning on **January 31, 2023**. It is the Prime Contractor's responsibility to review the site for addenda and changes before submitting their bid. All addenda or amendments shall be issued through the Montezuma County Website and may not be available through any other source.

1.1 SPECIAL TERMS

Please note the following definitions of terms as used herein:

The term "County" means Montezuma County, Colorado.

The term "Contractor" means the Bidder whose offer is accepted and is awarded the contract to provide the products or services specified in the IFB.

The term "Offer" or "Bid" means a bid submitted in response to this IFB.

The term "Offeror" or "Bidder" means the person, firm, or corporation that submits a formal bid or offer and that may or may not be successful in being awarded the contract.

The term "Project" refers to County Road N, Alkali Creek Bridge Replacement Project.

The term "Invitation for Bid" or "IFB" means this solicitation of formal, competitive, sealed bids from prospective bidders in which the intent is to award a contract to the resultant lowest responsible and responsive bidder.

1.2 BID ISSUE DATE

The complete set of Specifications and Contract Documents can be downloaded from www.montezumacounty.org/rfp-notices/ beginning on **January 31, 2023**. It is the Prime Contractor's responsibility to review the site for addenda and changes before submitting their bid.

1.3 SUBMITTAL OF BIDS

- A. Sealed Bids will be received by the Montezuma Board of County Commissioners until Tuesday, February 28, 2023 at 1:00pm. All bids will be publicly opened and read aloud. Bids will be received by Montezuma County Admin Building, 109 West Main Street, Cortez, CO 81321.
- B. Bid bond will be required. (Also see 1.24)
- C. The cost of Bid preparation is not a reimbursable cost. Bid preparation shall be at the Bidder's sole expense and is the Bidder's total and sole responsibility.

1.4 PRE-BID CONFERENCE

The pre-bid conference for this project will be held on **February 9, 2023 at 1:00PM MST**. The conference will be held at the project location. This conference is highly encouraged but not mandatory.

1.5 LATE BIDS/LATE MODIFICATIONS OF BIDS

Bids, withdrawals or modifications of Bids received after the time set for opening, as designated in 1.3 above, are considered “late bids”, and will not be accepted by the County, except as provided for in the Montezuma County Procurement Guidance, dated March 2021, and approved by the Montezuma County Board of County Commissioners. Bidders are solely responsible for ensuring their bids arrive on time and to the place specified in this Invitation for Bid.

1.6 MISTAKES IN BIDS - CONFIRMATION OF BID

If it appears from a review of a Bid that a mistake has been made, the Bidder may be requested to confirm its Bid in writing. Situations in which the confirmation may be requested include obvious, apparent errors on the face of a Bid or a Bid unreasonably lower than the other Bids submitted. All mistakes in Bids will be handled in accordance with the Montezuma County Procurement Guidance.

1.7 PROCUREMENT RULES AND REGULATIONS

All formal IFBs advertised by Montezuma County are solicited in accordance with the County’s Procurement Rules and Regulations. Any discrepancies or conflicting statements, decisions regarding bidding irregularities, or clarifications regarding clauses or specifications will be rectified utilizing the County’s Procurement Guidance, when applicable. It is the Bidder’s responsibility to advise the Bid Manager listed in this IFB of any perceived discrepancies, conflicting statements, or problems with clauses or specifications prior to the Bid opening date and time.

1.8 MINOR INFORMALITIES/IRREGULARITIES IN BIDS

- A. A minor informality or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a Bid or variation of a Bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other Bidders. The defect or variation is considered immaterial when the effect on price, quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the goods and/or services being acquired.
- B. If the County determines that a Bid submitted contains a minor informality or irregularity, then the Contract Manager shall either give the Bidder an opportunity to cure any deficiency resulting from the minor informality or irregularity or waive the deficiency, whichever is to the advantage of the County. In no event will the Bidder be allowed to change the Bid amount. Examples of minor informalities or irregularities include but are not limited to the following:
 - 1. Bidder fails to sign the Bid, but only if the unsigned Bid is accompanied by other material evidence, which indicates the Bidder’s intention to be bound by the unsigned Bid (such as Bid security, or signed cover letter which references the Bid Number and amount of Bid).
 - 2. Bidder fails to acknowledge an Amendment, although this may be considered a minor informality only if the Amendment, which was not acknowledged, involves only a matter of form or has either no effect or merely a negligible effect on price, quantity, quality, or delivery of the item or services bid upon.

1.9 REJECTION OF BIDS

The Board of County Commissioners has the authority to reject any Bid based on, but not limited to, the following:

- A. Any Bid that fails to conform to the essential requirements of the Invitation for Bids shall be rejected.

- B. Any Bid that does not conform to the applicable specifications shall be rejected unless the IFB authorizes the submittal of alternate bids and the items or services offered as alternates meet the requirements specified in the IFB.
- C. A Bid that fails to conform to the specified delivery schedule.
- D. A Bid shall be rejected when the Bidder imposes conditions that would modify requirements of the IFB or limit the Bidder's liability to the County, since to allow the Bidder to impose such conditions would be prejudicial to other Bidders.

For example, Bids shall be rejected in which the Bidder:

1. Protects against future changes in conditions, such as increased costs, if total possible costs to the County cannot be determined. This includes failure to completely fill out the required bid schedule.
 2. Fails to state a price and indicates that price shall be "price in effect at time delivery".
 3. States a price but qualifies it as being subject to "price in effect at time of delivery".
 4. Takes exceptions to the IFB terms and conditions.
 5. Inserts the Bidder's terms and conditions.
 6. Limits the rights of the County under any Contract/Invitation for Bid clause.
- E. Any Bid in which the price is considered to be unreasonable or is over budget.
 - F. Any Bid if the prices are determined to be unbalanced.
 - G. Bids received from any person or contractor that is suspended, debarred, proposed for debarment, or under investigation for fraud, including failure to pay federal, state, or local taxes.
 - H. When a bid guarantee is required and the bidder fails to furnish the guarantee in accordance with the requirements of the IFB.
 - I. Low Bids received from bidders who are determined to be non-responsible in accordance with the County's Procurement Rules and Regulations.
 - J. Any Bid that was prepared and submitted by a vendor who has been determined by the Board of County Commissioners to have an unfair advantage over other Bidders. Examples of an unfair advantage include, but are not limited to, the following:
 1. A previous or prior employee who in the last six (6) months was directly involved in the design or specification preparation of the competed procurement.
 2. A vendor who was directly involved in design or specification preparation of the competed project either for pay or voluntarily.

1.10 ESTIMATED QUANTITIES

If the Bid Form (Attachment A) herein contains estimated quantities, this provision is applicable. The quantities listed for each of the items in the Bid Form are only estimated quantities. Contractors are required to bid a firm unit price for each item specified. The actual quantities ordered may fluctuate up or down. The unit prices proposed by each Bidder will remain firm and will not be re-negotiated if the estimated quantities are not met or are exceeded. This clause will take precedence over any/all other estimated quantity clauses that conflict with this clause.

For bidding purposes, if there is a conflict between the extended total of an item and the unit price, the unit price shall prevail and be considered as the amount of the Bid. All unit prices shall include all necessary overhead and profit. Items not listed in the Bid Form such as overhead, profit, bonding, etc. shall be distributed throughout the Bidder's Unit Prices for the items listed on the Bid Form.

1.11 NUMBER OF COPIES

Bidders shall submit one original of each required document outlined in Section 1.32 Bid Documents.

1.12 IDENTIFICATION OF BID

Bids must be submitted to the Board of County Commissioners as detailed in Section 1.3 Submittal of Bids. The solicitation number and Offeror name must be clearly marked within the Bid.

Bid No.: BRO C320-004 (22521)

Due Date and Time: February 28, 2023 1:00 PM MST

1.13 TAXES

Contractor shall pay all taxes imposed by law in connection with the Work.

1.14 PREPARATION OF BID OFFER

- A. Bidders are expected to examine the drawings, specifications, bid documents, proposed contract forms, terms and conditions, and all other instructions and solicitation documents.
Bidders are expected to visit the project location to determine all requirements and conditions that will affect the work. Failure to do so will not relieve a Bidder from their responsibility to know what is contained in this Invitation for Bid, or site conditions affecting the work.
- B. The Bidder certifies that it has checked all of its figures and understands that the County will not be responsible for any errors or omissions on the part of the Bidders in preparing its Bid.
- C. All items, (unless the invitation specifically states otherwise) including any additive or deductive alternates on the Bid Form, must be completely filled out or the Bid will be determined non-responsive and ineligible for consideration for award.
- D. The Bidder declares that the person or persons signing this Bid is/are authorized to sign on behalf of the firm listed and to fully bind the Bidder to all the requirements of the IFB.
- E. The Bidder certifies that no person or firm other than the Bidder or as otherwise indicated has any interest whatsoever in the Bid or the contract that may be entered into as a result of the Bid and that in all respects the Bid is legal and firm, submitted in good faith without collusion or fraud.
- F. By submitting a Bid the Bidder certifies that it has complied and will comply with all requirements of local, state, and federal laws, and that no legal requirements have been or will be violated in making or accepting this Bid. Bidders are expected to review the County's Procurement Guidance, which will be used when determining whether a Bidder is responsive and responsible and awarding contracts in the best interest of the County.
- G. If there is a discrepancy between the unit price and the total price, the unit price shall be used to determine the applicable total price. Bidders are responsible for including profit and overhead associated with the project when determining their unit prices

1.15 BASIS OF AWARD

- A. Montezuma County intends to award a contract to the lowest responsive and responsible Bidder whose Bid meets the requirements and the criteria set forth in the Invitation for Bids and is determined to be in the best interest of the County.

- B. The County reserves the right to reject any or all Bids and to waive informalities and/or irregularities in a Bid. Whether or not a contract is awarded as a result of this Invitation for Bid, as stated above, Bid preparation costs are not reimbursable.

1.16 PERIOD OF ACCEPTANCE

The Bidder agrees that its Bid shall remain open for acceptance by the County for a period of sixty (60) calendar days from the date specified in the IFB for receipt of Bids.

1.17 CONTRACT AWARD

The signature of the Bidder indicates that within ten (10) calendar days from acceptance of its Bid, it will execute a contract with the County and, if indicated in this IFB, furnish a project specific Certificate of Insurance naming the County as Additional Insured, furnish Performance, Labor and Materials, Payment and Maintenance Bonds and any other documents required by the Specifications or Contract Documents.

1.18 NOTICE TO PROCEED

Upon bid opening, the apparent low bidder will be selected by the County, and the bid results will be prepared and submitted to the Montezuma County Board of County Commissioners for approvals. BOCC Board meetings typically occur once per week.

After the construction contract has been approved by the BOCC, the full Notice to Proceed will be issued by the County.

1.19 AMENDMENTS TO THE SOLICITATION

Amendments are also referred to as addendum or addenda; and these terms shall be considered synonymous. It is the Bidder's responsibility to contact the Contract Specialist listed in 1.21 below to confirm the number of Amendments which have been issued.

- A. If this solicitation is amended, then all specifications, terms and conditions, which are not specifically amended, remain unchanged.
- B. Bidders shall acknowledge receipt of any amendment to this solicitation by signing and returning the amendment and by identifying the amendment number and date in the space provided on the form for submitting a Bid.
- C. Acknowledged amendments must be received prior to Bid opening. Bidders are encouraged to include signed addenda or initialed acknowledgment with returned Bids.

1.20 EXPLANATIONS TO PROSPECTIVE OFFERORS

Any prospective Bidder desiring an explanation or interpretation of the IFB documents, drawings, specifications, etc., must request it in writing. Oral explanations or instructions given before the opening of Bids will not be binding. Any information provided to a prospective Bidder during the Bid preparation stage will be promptly furnished to all other prospective Bidders as an amendment to the solicitation, if that information is necessary in submitting Bids or if the lack of it would be prejudicial to other prospective Bidders.

1.21 QUESTIONS AND OTHER REQUESTS FOR INFORMATION

All questions and requests for clarifications shall be submitted via email to alkalicreekbridge@bechtolt.com. All questions must be received no later than **February 17, 2023 at 5:00PM MST**. Questions and clarifications will be provided by issuance of addenda published on the Montezuma County website. It is Prime Contractor's responsibility to monitor the website.

DO NOT CONTACT ANY OTHER INDIVIDUAL AT MONTEZUMA COUNTY
REGARDING THIS SOLICITATION.

1.22 CONTRACTOR PREQUALIFICATION

All bidders must be prequalified by the Colorado Department of Transportation for the type and size of the work prior to submitting a bid. Bids submitted by non-prequalified Contractors will be rejected.

1.23 CIVIL RIGHTS

Montezuma County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The requirements of FHWA Form 1273 "Required Contract Provisions Federal-Aid Construction Contracts" are hereby included.

An EEO-1 Report must be submitted to the Joint Reporting Committee if the contractor and subcontractors meet the eligibility requirements (29CFR 1602.7). For additional information regarding these federal requirements, please refer to:

<http://www.eeoc.gov/employers/eo1survey/faq.cfm>

The Disadvantaged Business Enterprise (DBE) Goal for this project is 5%.

The On-The-Job (OJT) Goal for this project is 640 hours.

1.24 SECURITY REQUIREMENTS

A. Bid Security

1. The Bidder is required to furnish with their Bid a bid security in the form of a bank certified check, bank cashier's check or a one-time bid bond underwritten by a company licensed to issue bonds in the State of Colorado and acceptable to the County in an amount equal to at least 5% of the total amount of the Bid payable without condition to the County.
2. The Bid security shall guarantee that the Bid will not be withdrawn or modified for a period of sixty (60) calendar days after the time set for the receipt of Bids, and, if the Bid is accepted within those sixty (60) calendar days, that the person, firm or corporation submitting same shall within ten (10) calendar days after being notified of the acceptance of its Bid, enter into a Contract and furnish the required bonds and all insurance certificates called for under this Invitation for Bid.
3. The Bid bonds of unsuccessful Bidders will not be returned to the respective Bidders unless a self-addressed, stamped envelope is provided along with a written request for bid bond return. However, if a certified check or a cashier's check is submitted as Bid security, it will be returned as soon as possible after the lowest responsive and responsible Bidder is determined.

and a contract is executed.

4. In the event the Bidder whose Bid is accepted fails to enter into the contract and/or furnish the required contract bonds, its certified check, cashier's check or bid bond will be forfeited in full to the County.

B. Performance and Labor and Materials Payment Bonds

1. The Contractor shall furnish to the County each of the following: a Performance Bond and a Labor and Materials Payment Bond. Each such bond shall be in the amount of one hundred percent (100%) of the contract price. Bonds shall be submitted within ten (10) calendar days after notification of award of a Contract. The cost of all bonds shall be included in Contractor's Bid.
2. Bonds shall:
 - a. Be for the full amount of the Contract price.
 - b. Guarantee the Contractor's faithful performance of the work under the Contract, and the prompt and full payment for all labor and materials involved therein.
 - c. Guarantee protection to the County against liens of any kind.
 - d. Be from a surety company operating lawfully in the state of Colorado and accompanied by an acceptable "Power-of-Attorney" form attached to each bond copy.
 - e. Be issued from a surety company that is acceptable to the County.
 - f. Be submitted using the forms as approved by the County Attorney's Office.

1.25 INSURANCE

1. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Contract. Such insurance shall be in addition to any other insurance requirements imposed by law.
2. Contractor shall procure and maintain, and shall cause any subcontractor of Contractor to procure and maintain, 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.
 - a. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Contract, and Employer's Liability insurance with minimum limits of one hundred thousand dollars (\$100,000) each accident, five hundred thousand dollars (\$500,000) disease – policy limit, and one hundred thousand dollars (\$100,000) disease – each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements of this paragraph.
 - b. Commercial general liability insurance with minimum combined single limits of at least one million (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general 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, products, and completed operations. The policy shall contain a severability of interests provision, and, to the M-8 extent that liability results from the acts or omissions of Contractor, the policy shall be endorsed to include the County and the County's officers, employees, and consultants as well as CDOT as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.
 - c. Business Automobile liability insurance with minimum combined single limits of at least one million (\$1,000,000) each occurrence. The policy shall be endorsed to include the County and the County's officers, employees, and consultants as well as CDOT as additional insureds.
3. Any insurance carried by the County, its officers, its employees, or its consultants shall be excess and not contributory insurance to that provided by Contractor.

4. Contractor shall provide to the County a certificate of insurance as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The certificate shall identify this Contract and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the County. The County reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

1.26 SPECIFICATIONS AND DRAWINGS

Specifications and Drawings are included in the IFB and are included in this solicitation.

1.27 TYPE OF CONTRACT

As a result of this Invitation for Bids, it is the County's intention to award a fixed unit price Contract based on the prices offered by the lowest responsive and responsible bidder. Contract prices shall remain firm and fixed throughout the Contract performance period.

1.28 F.O.B. DESTINATION

Unless otherwise specified in the Invitation for Bid, all goods, materials, supplies, equipment or services covered by this IFB shall be delivered F.O.B. Destination shall be the location indicated in the awarded Contract or Purchase Order.

1.29 BID RESULTS

The County does not mail Bid results or tabulations. However, Bid tabulations will be posted on the Montezuma County Website upon execution of project award.

1.30 APPROPRIATION OF FUNDS

- A. In the event funds are not appropriated in whole or in part sufficient for performance of the County's obligations under this IFB, then the County, without compensation to Bidders, may terminate or cancel this IFB or not award any contracts under this IFB.
- B. Performance of the County's obligations under any resultant Contract will be expressly subject to appropriations of funds by the Montezuma County Board of County Commissioners, and, in the event the budget or other means of appropriation for any year of the Contract fails to provide funds in sufficient amounts to discharge such obligations, such failure (i) shall act to terminate the Contract at such time as the then-existing and available appropriations are depleted, and (ii) neither such failure nor termination shall constitute a default or breach of the Contract, including any sub-agreement, attachment, schedule, or exhibit thereto, by the County.

1.31 PERIOD OF PERFORMANCE

Contract Days:

All work under this IFB shall be completed within 120 Working Days. Contract days will start once the Notice to Proceed (NTP) has been issued to the contractor.

The Contractor shall start work promptly after receipt of the Notice to Proceed and Pre-Construction Meeting and continue to work diligently until all work is completed and accepted by the County.

1.32 BID DOCUMENTS

The following are included in Section II and comprise this Invitation for Bid.

Attachment A - Bid Form
Attachment B – CDOT Forms
Attachment C – FHWA Form 1273
Attachment D – Special Provisions
Attachment E – Ad Plan Set

The following list of documents **MUST** be included with your Bid in order for you Bid submittal to be considered responsive.

Attachment A – Bid Form
Executed Bid Bond
CDOT Form 606 – Anti-Collusion Affidavit
CDOT Form 1413 – Bidders List
CDOT Form 1414 – Anticipated DBE Participation Plan

SECTION II – ATTACHMENTS

Attachment A - Bid Form
Attachment B – CDOT Forms
Attachment C – FHWA Form 1273
Attachment D – Special Provisions
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