REQUEST FOR BID
WELD COUNTY, COLORADO
1150 O STREET
GREELEY, CO  80631

DATE:  JANUARY 11, 2019
BID NUMBER:  #B1900034
DESCRIPTION:  MEAD GRADER SHED
DEPARTMENT:  BUILDINGS & GROUNDS
MANDATORY PRE-BID CONFERENCE:  JANUARY 21, 2019
BID OPENING DATE:  FEBRUARY 5, 2019

1. NOTICE TO BIDDERS:

The Board of County Commissioners of Weld County, Colorado, by and through its Controller/Purchasing Director (collectively referred to herein as, “Weld County”), wishes to purchase the following:

MEAD GRADER SHED

A mandatory pre-bid conference will be held on January 21, 2019 at 11:00 AM, at the Weld County Buildings and Grounds Building located at 1105 H Street, Greeley, Colorado 80631.

Bids will be received at the Office of the Weld County Purchasing Department in the Weld County Administrative Building, 1150 O Street, Room #107, Greeley, CO 80631 until: February 5, 2019 at 10:00 AM (Weld County Purchasing Time Clock).

PAGES 1 – 8 OF THIS REQUEST FOR BIDS CONTAIN GENERAL INFORMATION FOR THE REQUEST NUMBER REFERRED TO ABOVE. NOT ALL OF THE INFORMATION CONTAINED IN PAGES 1-8 MAY BE APPLICABLE FOR EVERY PURCHASE. BID SPECIFICS FOLLOW PAGE 8.

2. INVITATION TO BID:

Weld County requests bids for the above-listed merchandise, equipment, and/or services. Said merchandise and/or equipment shall be delivered to the location(s) specified herein

Bids shall include any and all charges for freight, delivery, containers, packaging, less all taxes and discounts, and shall, in every way, be the total net price which the bidder will expect the Weld County to pay if awarded the bid.

You can find information concerning this request at two locations:  On the Weld County Purchasing website at https://www.weldgov.com/departments/purchasing located under “Current Requests”. And, on the Bidnet Direct website at www.bidnetdirect.com.  Weld County Government is a member of BidNet Direct. BidNet Direct is an on-line notification system which is being utilized by multiple non-profit and governmental entities. Participating entities post their bids, quotes, proposals, addendums, and awards on this one centralized system.

Bid Delivery to Weld County – 2 methods:

1. Email.  Emailed bids are preferred.  Bids may be emailed to: bids@weldgov.com. Emailed bids must include the following statement on the email: “I hereby waive my right to a sealed bid”. An email confirmation will be sent when we receive your bid/proposal. If more than one copy of the bid is requested, you must submit/mail hard copies of the bid proposal.
2. **Mail or Hand Delivery.** Mailed (or hand delivered) bids should be sent in a sealed envelope with the bid title and bid number on it. Please address to: Weld County Purchasing Department, 1150 O Street, Room #107, Greeley, CO 80631. **Please call Purchasing at 970-400-4222 or 4223 if you have any questions.**

3. **INSTRUCTIONS TO BIDDERS: INTRODUCTORY INFORMATION**

Bids shall be typewritten or written in ink on forms prepared by the Weld County Purchasing Department. Each bid must give the full business address of bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of the incorporation and by the signature and title of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A bid by a person who affixes to his signature the word "president," "secretary," "agent," or other title without disclosing his principal, may be held to be the bid of the individual signing. When requested by the Weld County Controller/Purchasing Director/Purchasing Director, satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished. A power of attorney must accompany the signature of anyone not otherwise authorized to bind the Bidder. All corrections or erasures shall be initialed by the person signing the bid. All bidders shall agree to comply with all of the conditions, requirements, specifications, and/or instructions of this bid as stated or implied herein. All designations and prices shall be fully and clearly set forth. All blank spaces in the bid forms shall be suitably filled in. Bidders are required to use the Proposal Forms which are included in this package and on the basis indicated in the Bid Forms. The Bid Proposal must be filled out completely, in detail, and signed by the Bidder.

Late or unsigned bids shall not be accepted or considered. It is the responsibility of the bidder to ensure that the bid arrives in the Weld County Purchasing Department on or prior to the time indicated in Section 1, entitled, "Notice to Bidders." Bids received prior to the time of opening will be kept unopened in a secure place. No responsibility will attach to the Weld County Controller/Purchasing Director/Purchasing Director for the premature opening of a bid not properly addressed and identified. Bids may be withdrawn upon written request to and approval of the Weld County Controller/Purchasing Director/Purchasing Director; said request being received from the withdrawing bidder prior to the time fixed for award. Negligence on the part of a bidder in preparing the bid confers no right for the withdrawal of the bid after it has been awarded. Bidders are expected to examine the conditions, specifications, and all instructions contained herein, failure to do so will be at the bidders’ risk.

In accordance with Section 14-9(3) of the Weld County Home Rule Charter, Weld County will give preference to resident Weld County bidders in all cases where said bids are competitive in price and quality. It is also understood that Weld County will give preference to suppliers from the State of Colorado, in accordance with C.R.S. § 30-11-110 (when it is accepting bids for the purchase of any books, stationery, records, printing, lithographing or other supplies for any officer of Weld County). Weld County reserves the right to reject any and all bids, to waive any informality in the bids, to award the bid to multiple vendors, and to accept the bid that, in the opinion of the Board of County Commissioners, is to the best interests of Weld County. The bid(s) may be awarded to more than one vendor.

In submitting the bid, the bidder agrees that the signed bid submitted, all of the documents of the Request for Proposal contained herein (including, but not limited to the product specifications and scope of services), the formal acceptance of the bid by Weld County, and signature of the Chair of the Board of County Commissioners, together constitutes a contract, with the contract date being the date of signature by the Chair of the Board of County Commissioners.

4. **SUCCESSFUL BIDDER HIRING PRACTICES – ILLEGAL ALIENS**

Successful bidder certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract. Successful bidder will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this
Agreement, through participation in the E-Verify program or the State of Colorado program established pursuant to C.R.S. §8-17.5-102(5)(c). Successful bidder shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify with Successful bidder that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Successful bidder shall not use E-Verify Program or State of Colorado program procedures to undertake pre-employment screening or job applicants while this Agreement is being performed. If Successful bidder obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien Successful bidder shall notify the subcontractor and County within three (3) days that Successful bidder has actual knowledge that a subcontractor is employing or contracting with an illegal alien and shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three (3) days of receiving notice. Successful bidder shall not terminate the contract if within three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. Successful bidder shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to C.R.S. §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Successful bidder participates in the State of Colorado program, Successful bidder shall, within twenty days after hiring a new employee to perform work under the contract, affirm that Successful bidder has examined the legal work status of such employee, retained file copies of the documents, and not altered or falsified the identification documents for such employees. Successful bidder shall deliver to County, a written notarized affirmation that it has examined the legal work status of such employee, and shall comply with all of the other requirements of the State of Colorado program. If Successful bidder fails to comply with any requirement of this provision or of C.R.S. §8-17.5-101 et seq., County, may terminate this Agreement for breach, and if so terminated, Successful bidder shall be liable for actual and consequential damages.

Except where exempted by federal law and except as provided in C.R.S. § 24-76.5-103(3), if Successful bidder receives federal or state funds under the contract, Successful bidder must confirm that any individual natural person eighteen (18) years of age or older is lawfully present in the United States pursuant to C.R.S. § 24-76.5-103(4), if such individual applies for public benefits provided under the contract. If Successful bidder operates as a sole proprietor, it hereby swears or affirms under penalty of perjury that it: (a) is a citizen of the United States or is otherwise lawfully present in the United States pursuant to federal law, (b) shall produce one of the forms of identification required by C.R.S. § 24-76.5-101, et seq., and (c) shall produce one of the forms of identification required by C.R.S. § 24-76.5-103 prior to the effective date of the contract.

5. GENERAL PROVISIONS

A. Fund Availability: Financial obligations of Weld County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. By acceptance of the bid, Weld County does not warrant that funds will be available to fund the contract beyond the current fiscal year.

B. Trade Secrets and other Confidential Information: Weld County discourages bidders from submitting confidential information, including trade secrets, that cannot be disclosed to the public. If necessary, confidential information of the bidder shall be transmitted separately from the main bid submittal, clearly denoting in red on the information at the top the word, “CONFIDENTIAL.” However, the successful bidder is advised that as a public entity, Weld County must comply with the provisions of C.R.S. 24-72-201, et seq., the Colorado Open Records Act (CORA), with regard to public records, and cannot guarantee the confidentiality of all documents. The bidder is responsible for ensuring that all information contained within the confidential portion of the submittal is exempt from disclosure pursuant to C.R.S. 24-72-204(3)(a)(IV) (Trade secrets, privileged information, and confidential commercial, financial, geological, or geophysical data). If Weld County receives a CORA request for bid information marked “CONFIDENTIAL”, staff will review the confidential materials to determine whether any of them may be withheld from disclosure pursuant to CORA, and disclose those portions staff determines are not protected from disclosure. Weld County staff will not be responsible for redacting or identifying Confidential information which is included within the body
of the bid and not separately identified. Any document which is incorporated as an exhibit into any contract executed by the County shall be a public document regardless of whether it is marked as confidential.

C. **Governmental Immunity:** No term or condition of the contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions, of the Colorado Governmental Immunity Act §§24-10-101 et seq., as applicable now or hereafter amended.

D. **Independent Contractor:** The successful bidder shall perform its duties hereunder as an independent contractor and not as an employee. He or she shall be solely responsible for its acts and those of its agents and employees for all acts performed pursuant to the contract. Neither the successful bidder nor any agent or employee thereof shall be deemed to be an agent or employee of Weld County. The successful bidder and its employees and agents are not entitled to unemployment insurance or workers’ compensation benefits through Weld County and Weld County shall not pay for or otherwise provide such coverage for the successful bidder or any of its agents or employees. Unemployment insurance benefits will be available to the successful bidder and its employees and agents only if such coverage is made available by the successful bidder or a third party. The successful bidder shall pay when due all applicable employment taxes and income taxes and local head taxes (if applicable) incurred pursuant to the contract. The successful bidder shall not have authorization, express or implied, to bind Weld County to any agreement, liability or understanding, except as expressly set forth in the contract. The successful bidder shall have the following responsibilities with regard to workers’ compensation and unemployment compensation insurance matters: (a) provide and keep in force workers’ compensation and unemployment compensation insurance in the amounts required by law, and (b) provide proof thereof when requested to do so by Weld County.

E. **Compliance with Law:** The successful bidder shall strictly comply with all applicable federal and state laws, rules and regulations in effect or hereafter established, including without limitation, laws applicable to discrimination and unfair employment practices.

F. **Choice of Law:** Colorado law, and rules and regulations established pursuant thereto, shall be applied in the interpretation, execution, and enforcement of the contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules and/or regulations shall be null and void.

G. **No Third-Party Beneficiary Enforcement:** It is expressly understood and agreed that the enforcement of the terms and conditions of the contract, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in the contract shall give or allow any claim or right of action whatsoever by any other person not included in the contract. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under the contract shall be an incidental beneficiary only.

H. **Attorney’s Fees/Legal Costs:** In the event of a dispute between Weld County and the successful bidder, concerning the contract, the parties agree that Weld County shall not be liable to or responsible for the payment of attorney fees and/or legal costs incurred by or on behalf of the successful bidder.

I. **Disadvantaged Business Enterprises:** Weld County assures that disadvantaged business enterprises will be afforded full opportunity to submit bids in response to all invitations and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for an award.

J. **Procurement and Performance:** The successful bidder agrees to procure the materials, equipment and/or products necessary for the project and agrees to diligently provide all services, labor, personnel and materials necessary to perform and complete the project. The successful bidder shall further be responsible for the timely completion, and acknowledges that a failure to comply with the standards and requirements outlined in the Bid within the time limits prescribed by County may result in County’s decision to withhold payment or to terminate this Agreement.

K. **Term:** The term of this Agreement begins upon the date of the execution of this Agreement by County, and shall continue through and until successful bidder’s completion of the responsibilities described in the Bid.
L. **Termination:** County has the right to terminate this Agreement, with or without cause on thirty (30) days written notice. Furthermore, this Agreement may be terminated at any time without notice upon a material breach of the terms of the Agreement.

M. **Extension or Modification:** Any amendments or modifications to this agreement shall be in writing signed by both parties. No additional services or work performed by the successful bidder shall be the basis for additional compensation unless and until the successful bidder has obtained written authorization and acknowledgement by County for such additional services. Accordingly, no claim that the County has been unjustly enriched by any additional services, whether or not there is in fact any such unjust enrichment, shall be the basis of any increase in the compensation payable hereunder.

N. **Subcontractors:** The successful bidder acknowledges that County has entered into this Agreement in reliance upon the particular reputation and expertise of the successful bidder. The successful bidder shall not enter into any subcontractor agreements for the completion of this Project without County’s prior written consent, which may be withheld in County’s sole discretion. County shall have the right in its reasonable discretion to approve all personnel assigned to the subject Project during the performance of this Agreement and no personnel to whom County has an objection, in its reasonable discretion, shall be assigned to the Project. The successful bidder shall require each subcontractor, as approved by County and to the extent of the Services to be performed by the subcontractor, to be bound to the successful bidder by the terms of this Agreement, and to assume toward the successful bidder all the obligations and responsibilities which the successful bidder, by this Agreement, assumes toward County. County shall have the right (but not the obligation) to enforce the provisions of this Agreement against any subcontractor hired by the successful bidder and the successful bidder shall cooperate in such process. The successful bidder shall be responsible for the acts and omissions of its agents, employees and subcontractors.

O. **Warranty:** The successful bidder warrants that services performed under this Agreement will be performed in a manner consistent with the standards governing such services and the provisions of this Agreement. The successful bidder further represents and warrants that all services shall be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards, and that all services will conform to applicable specifications. In addition to the foregoing warranties, Contractor is aware that all work performed on this Project pursuant to this Agreement is subject to a one-year warranty period during which Contractor must correct any failures or deficiencies caused by contractor’s workmanship or performance.

The bidder warrants that the goods to be supplied shall be merchantable, of good quality, and free from defects, whether patent or latent. The goods shall be sufficient for the purpose intended and conform to the minimum specifications herein. The successful bidder shall warrant that he has title to the goods supplied and that the goods are free and clear of all liens, encumbrances, and security interests.

Service Calls in the First One Year Period: The successful bidder shall bear all costs for mileage, travel time, and service trucks used in the servicing (including repairs) of any of the goods to be purchased by Weld County, Colorado, pursuant to this bid for as many service calls as are necessary for the first one (1) year period after said goods are first supplied to Weld County.

Bidder shall submit with their bids the following information pertaining to the equipment upon which the bids are submitted:

1. Detailed equipment specifications to include the warranty.
2. Descriptive literature.

P. **Non-Assignment:** The successful bidder may not assign or transfer this Agreement or any interest therein or claim thereunder, without the prior written approval of County. Any attempts by the successful bidder to assign or transfer its rights hereunder without such prior approval by County shall, at the option of County, automatically terminate this Agreement and all rights of the successful bidder hereunder. Such consent may be granted or denied at the sole and absolute discretion of County.
Q. **Interruptions**: Neither party to this Agreement shall be liable to the other for delays in delivery or failure to deliver or otherwise to perform any obligation under this Agreement, where such failure is due to any cause beyond its reasonable control, including but not limited to Acts of God, fires, strikes, war, flood, earthquakes or Governmental actions.

R. **Non-Exclusive Agreement**: This Agreement is nonexclusive and County may engage or use other contractors or persons to perform services of the same or similar nature.

S. **Employee Financial Interest/Conflict of Interest – C.R.S. §§24-18-201 et seq. and §24-50-507.** The signatories to this Agreement agree that to their knowledge, no employee of Weld County has any personal or beneficial interest whatsoever in the service or property which is the subject matter of this Agreement. County has no interest and shall not acquire any interest direct or indirect, that would in any manner or degree interfere with the performance of the successful bidder’s services and the successful bidder shall not employ any person having such known interests. During the term of this Agreement, the successful bidder shall not engage in any business or personal activities or practices or maintain any relationships which actually conflicts with or in any way appear to conflict with the full performance of its obligations under this Agreement. Failure by the successful bidder to ensure compliance with this provision may result, in County’s sole discretion, in immediate termination of this Agreement. No employee of the successful bidder nor any member of the successful bidder’s family shall serve on a County Board, committee or hold any such position which either by rule, practice or action nominates, recommends, supervises the successful bidder’s operations, or authorizes funding to the successful bidder.

T. **Severability**: If any term or condition of this Agreement shall be held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, this Agreement shall be construed and enforced without such provision, to the extent that this Agreement is then capable of execution within the original intent of the parties.

U. **Binding Arbitration Prohibited**: Weld County does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in the contract or incorporated herein by reference shall be null and void.

V. **Board of County Commissioners of Weld County Approval**: This Agreement shall not be valid until it has been approved by the Board of County Commissioners of Weld County, Colorado or its designee.

W. **Compensation Amount**: Upon the successful bidder’s successful completion of the service, and County’s acceptance of the same, County agrees to pay an amount no greater than the amount of the accepted bid. The successful bidder acknowledges no payment in excess of that amount will be made by County unless a “change order” authorizing such additional payment has been specifically approved by the County’s delegated employee, or by formal resolution of the Weld County Board of County Commissioners, as required pursuant to the Weld County Code.

X. **Taxes**: County will not withhold any taxes from monies paid to the successful bidder hereunder and the successful bidder agrees to be solely responsible for the accurate reporting and payment of any taxes related to payments made pursuant to the terms of this Agreement. Contractor shall not be entitled to bill at overtime and/or double time rates for work done outside of normal business hours unless specifically authorized in writing by County.

6. **INSURANCE REQUIREMENTS**

**General Requirements**: Successful bidders must secure, at or before the time of execution of any agreement or commencement of any work, the following insurance covering all operations, goods or services provided pursuant to this request. Successful bidders shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed to do business in Colorado and rated by A.M. Best Company as “A” VIII or better. Each policy shall contain a valid provision or endorsement stating “Should any of the above-described policies by canceled or should any coverage be reduced before the expiration date thereof, the issuing company shall send written notice to the Weld County.
Controller/Purchasing Director/Purchasing Director by certified mail, return receipt requested. Such written notice shall be sent thirty (30) days prior to such cancellation or reduction unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If any policy is in excess of a deductible or self-insured retention, County must be notified by the Successful bidder. Successful bidder shall be responsible for the payment of any deductible or self-insured retention. County reserves the right to require Successful bidder to provide a bond, at no cost to County, in the amount of the deductible or self-insured retention to guarantee payment of claims.

The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not decrease or limit the liability of Successful bidder. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Successful bidder from liabilities that might arise out of the performance of the work under this Contract by the Successful bidder, its agents, representatives, employees, or subcontractors. The successful bidder shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The successful bidder is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. The successful bidder shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement. Any modification to these requirements must be made in writing by Weld County.

The successful bidder stipulates that it has met the insurance requirements identified herein. The successful bidder shall be responsible for the professional quality, technical accuracy, and quantity of all materials and services provided, the timely delivery of said services, and the coordination of all services rendered by the successful bidder and shall, without additional compensation, promptly remedy and correct any errors, omissions, or other deficiencies.

**INDEMNITY:** The successful bidder shall defend, indemnify and hold harmless County, its officers, agents, and employees, from and against injury, loss damage, liability, suits, actions, or claims of any type or character arising out of the work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the successful bidder to conform to any statutes, ordinances, regulation, law or court decree. The successful bidder shall be fully responsible and liable for any and all injuries or damage received or sustained by any person, persons, or property on account of its performance under this Agreement or its failure to comply with the provisions of the Agreement, or on account of or in consequence of neglect of The successful bidder in its methods or procedures; or in its provisions of the materials required herein, or from any claims or amounts arising or recovered under the Worker's Compensation Act, or other law, ordinance, order, or decree. This paragraph shall survive expiration or termination hereof. It is agreed that the successful bidder will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the successful bidder agrees to waive all rights of subrogation against the County its associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers for losses arising from the work performed by the successful bidder for the County. A failure to comply with this provision shall result in County's right to immediately terminate this Agreement.

**Types of Insurance:** The successful bidder shall obtain, and maintain at all times during the term of any Agreement, insurance in the following kinds and amounts:

**Workers’ Compensation Insurance** as required by state statute, and Employer’s Liability Insurance covering all of the successful bidder’s employees acting within the course and scope of their employment. Policy shall contain a waiver of subrogation against the County. This requirement shall not apply when a successful bidder or subcontractor is exempt under Colorado Workers’ Compensation Act., AND when such successful bidder or subcontractor executes the appropriate sole proprietor waiver form.

**Commercial General Liability Insurance** for bodily injury, property damage, and liability assumed under an insured contract, and defense costs, with the minimum limits must be as follows:
- $1,000,000 each occurrence;
- $2,000,000 general aggregate;
$2,000,000 products and completed operations aggregate;  
$1,000,000 Personal Advertising injury

**Automobile Liability:** Successful bidder shall maintain limits of $1,000,000 for bodily injury per person, $1,000,000 for bodily injury for each accident, and $1,000,000 for property damage applicable to all vehicles operating both on County property and elsewhere, for vehicles owned, hired, and non-owned vehicles used in the performance of this Contract.

Successful bidders shall secure and deliver to the County at or before the time of execution of this Agreement, and shall keep in force at all times during the term of the Agreement as the same may be extended as herein provided, a commercial general liability insurance policy, including public liability and property damage, in form and company acceptable to and approved by said Administrator, covering all operations hereunder set forth in the Request for Bid.

**Proof of Insurance:** County reserves the right to require the successful bidder to provide a certificate of insurance, a policy, or other proof of insurance as required by the County’s Risk Administrator in his sole discretion.

**Additional Insureds:** For general liability, excess/umbrella liability, pollution legal liability, liquor liability, and inland marine, Successful bidder’s insurer shall name County as an additional insured.

**Waiver of Subrogation:** For all coverages, Successful bidder’s insurer shall waive subrogation rights against County.

**Subcontractors:** All subcontractors, subcontracts, independent contractors, sub-vendors, suppliers or other entities providing goods or services required by this Agreement shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of Successful bidder. Successful bidder shall include all such subcontractors, independent contractors, sub-vendors suppliers or other entities as insureds under its policies or shall ensure that all subcontractors maintain the required coverages. Successful bidder agrees to provide proof of insurance for all such subcontractors, independent contractors, sub-vendors suppliers or other entities upon request by the County.

The terms of this Agreement are contained in the terms recited in this Request for Bid and in the Response to the Bid each of which forms an integral part of this Agreement. Those documents are specifically incorporated herein by this reference.
Weld County Government Mead Grader Shed  
Design Services Bid

Weld County Government is soliciting proposals for a design firm for developing the construction documents for a new Mead Grader Shed Complex. The location of the project is on the southwest corner of County Road 34 & County Road 13 in Weld County, CO, commonly known as 5698 CR 34 Mead, CO 80542. The design will include as a minimum architectural, civil, structural, mechanical, electrical, and plumbing design so a complete bid for construction can be pursued. Attached is a proposed plot plan for this project. The developed design will be bid to a general contractor for construction.

- Design Services
- Building Construction

PRELIMINARY SCHEDULE

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<tr>
<th>Event</th>
<th>Date</th>
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<tbody>
<tr>
<td>Date of this Bid</td>
<td>January 11, 2019</td>
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<tr>
<td>Website Post Date</td>
<td>January 11, 2019</td>
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<tr>
<td>Pre-bid Conference</td>
<td>January 21, 2019</td>
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<tr>
<td>Proposals Are Due</td>
<td>February 5, 2019</td>
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<tr>
<td>Contract Award Notice</td>
<td>February 20, 2019</td>
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<td>Pre-Const. Services</td>
<td>Immediately upon notice of award</td>
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<tr>
<td>100% Construction Documents</td>
<td>April 15, 2019</td>
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The successful Bidder will be required to furnish, as part of the Contract Documents, an insurance certificate in the amount specified in the Contract Documents, a Performance Bond and Labor & Materials Payment Bond, each in an amount equal to 100% of its Contract price including Force Account items, said bonds to be issued by a responsible corporate surety approved by the Board of County Commissioners and shall guarantee the faithful performance of the Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all materials and labor and protect and save harmless the County from claims and damages of any kind caused by the operations of the Contractor.

The Board of Weld County Commissioners reserves the right to reject any or all bids, to waive any informality in bids, and to accept the bid that, in the opinion of the Board, is in the best interests of the Board and of the County of Weld, State of Colorado.

Below is a general description of the desires for design. These are not all inclusive but can be used for reference when developing the design services bid.

GENERAL DESCRIPTION

1. Building #1: a clear span steel frame grader building 60’ x 100’ x 16’ tall building (no windows) with appropriate tenant finishes.
2. Building #2: a clear span steel frame truck building 60’ x 150’ x 16’ tall building (no windows) with appropriate tenant finishes.
3. Building #3: a clear span steel frame salt/sand building 60’ x 80’ x 20’ tall building for storage of sand materials.
4. Side walls and roof system should be o 24-26 gauge (minimum) painted steel with wainscot
5. Appropriate trim (ridge, rake, eave, corner, etc.) installed to provide a finished appearance.
6. Colors must be approved by Director of Buildings and Grounds from standard color scheme.
7. Sand Building shall have a concrete stem wall 5-foot-tall around the three-sided perimeter.
8. Appropriate girts, purlins, carriers, and grade boards as detailed by engineered design.
9. Architect and engineering firms to provide the design phase followed by a bid for construction phase.
10. Contractor will be required to identify appropriate engineered structural fill for the building area to include identifying appropriate compaction meeting engineered design. Estimate amount of fill will be determined during design phase and before construction bid.
11. Contractor will be required engineer a complete septic system with appropriate location (out of drive paths).
12. Contractor will include design for a fuel tank/island, (Fireguard UL2085 above ground 6000-gallon double wall split tank 5,000/1000). Design shall allow incorporation into County’s Gas Boy Fleet management system.
13. All construction must be permitted and comply with County Building codes.
14. Contractor will coordinate requirements utility providers (electric, water, gas).
15. Geotechnical and soils testing for construction are currently being performed and will be provided to the awarded bidder.
16. All foundation/site work and soil compaction will be verified by County’s third-party inspector prior to any vertical erection.
17. Pitch on all buildings must be a 4/12.
18. Project shall include all architectural, engineering, site work, electrical, plumbing and tenant features.
19. Bid bond is not required.
20. Payment and Performance bond required for bids above $50,000.

EXTERIOR DESCRIPTION

1. There will be one exterior hose bib on, both, the grader building and truck building. This bib shall have an internal valve to isolate during cold weather months.
2. The grader building access will consist of three steel framed and solid steel doors (3070) with thresholds and weather stripping. Doors to be located at center bay and building corners. The door hardware will be consistent with allowing a Stanley Best key core to be utilized.
3. The grader building will have three insulated garage doors installed. Both sides of doors will be metal clad. These will be powered with appropriately sized commercial grade electric operators. The doors are to be 20-feet wide and 14-feet tall with weather stripping.
4. The truck building access will consist of two steel framed and solid steel doors (3070) with threshold and weather stripping. Doors to be located at the corners. The door hardware will be consistent with allowing a Stanley Best key core to be utilized.
5. The truck building will have six insulated garage doors installed. Both sides of doors will be metal clad. These will be powered with appropriately sized commercial grade electric operators. The doors are to be 20-feet wide and 14-feet tall with weather stripping.
6. 1000-gallon propane tank must be installed to service the facilities. Schedule 40 black pipe to feed radiant heaters.
7. Contractor will design and build the septic system in accordance with current codes to support the facilities.
8. There will be a 6” thick (minimum) sealed concrete floor reinforced with 6” x 6” x 10 gage wire mesh for both the grader and truck buildings.
9. There will be a 6” thick (minimum) sealed concrete apron reinforced with 6” x 6” x 10 gage wire mesh for both the grader and truck buildings. The aprons will run the width of the buildings and extends five feet from the buildings. The aprons will be located on the garage door side(s).
10. Facility is to be completely fenced with three strands of smooth wire fencing. H-posts are to be treaded and line posts can either be treated or metal T-posts. There will be two 12-foot steel gates at main entry to site.
11. There will be a fuel tank located adjacent to the buildings to allow for motor grader/trucks to access it. The general contractor will install the power wiring to/from the building/s and the tank. Power
shall be switched to allow the tank to be turned off from inside the grader building or the trucking building.

12. Contractor is responsible to provide bollards to surround fuel tank.

**RESTROOM DESCRIPTION**

1. There will be two 8' x 8' x 8' tall restrooms, one in the grader and one in the truck building.
2. It will include a water closet and lavatory.
3. All interior water lines will be copper.
5. The room’s walls and ceiling will be insulated (R-11, minimum).
6. The wall finish (interior & garage side) will be taped, textured with orange peel finish, and paint sheetrock. Color approved by County representative.
7. The door will be solid type with all hardware and a privacy function lever set.
8. There will be an electric baseboard heat located in the room that is thermostatically controlled.
9. Waste lines will be schedule 40 to septic tank. Engineered leach field required. If tank is located in path of vehicle travel, must be rated for such.
10. A 5-gallon electric water heater (one for each building).
11. The restroom will be finished with a 23/32" OSB deck on top to allow for storage of small items or building above room.

**INTERIOR DESCRIPTION**

1. The entire building/s (except sand/salt shed) will be insulated. Minimum insulation will be R-19 (minimum) on exterior walls and R-30 (minimum) in ceiling. Wall insulation will be faced on exposed side with white colored WMP-VR R Insulation Facing (or equivalent)
2. There will be an 8' x 8' office, (one in each building).
3. The garage portion of the building/s will be heated by radiant tube heaters which are thermostatically controlled. Vented exhaust and fresh air intake required. One heater located over each garage door bay areas. Overhead clearance shall remain 14' minimum.
4. Building will have a 6" thick (minimum) concrete floor reinforced with 6" x 6" x 10 gage wire mesh. Saw cut crack control joints. Seal floor/s.
5. There will be 6" steel pipe (or 6" I-beam) bollards installed at various locations.
   a. Three pair (6 total) will be installed, (grader building), at each bay at the end opposite of each garage door 24" from the wall. Each pair will be spaced four feet apart and be centered on each bay.
   b. Two each will be installed at the garage doors entries/exits jambs on each building and at building corners near drive paths.
6. All bollards will be buried below frost line AND filled with concrete. Painted safety yellow.
7. There will be one interior hose bib and one exterior hose bib (center on front of building/s).
8. Interior walls will have an 8-foot tall liner panel constructed out of the same metal siding as the exterior (color: white). The liner panel will run the entire perimeter and be finished with appropriate trim.

**ELECTRICAL DESCRIPTION**

1. Electrical outlets will be required and will consist of 120-volt and 220-volt. Placement and quantity will be identified during design phase.
2. There will be an exterior wall light/s at the walk-in doors.
3. There will be dusk-to-dawn lights centered over the garage doors.
4. Electrical will be supplied to the fuel tank system which shall include the ability to shut off the tank via a switch inside the building/s.
5. The garage area will be illuminated T-8 light fixtures.
6. Fuel Island shall have a dusk-to-dawn light pole that will operate separate from the fuel tanks switch/s.
7. Fuel tank is to have an exterior emergency power off switch.
8. Electrical outlets to power two garage door operators.
9. Emergency Exit signs, as required.
10. Along one wall will be a work area and will require a row consisting of three each two-bulb T-8 fixtures that are on a separate light switch. They will overhang a work bench that will be provided by owner.
11. Exterior outlets will be provided at the garage door side.
12. Outlet will be provided on the side between the grader building and the sand shed.
13. Sand shed shall have interior controlled by a switch and exterior dusk-to-dawn lights.

BUILDING PAD

1. Design building site pad and drive area.
2. Identify any import materials, compaction and grading requirements to accommodate the construction.
3. Design the septic system.
4. Design water detention, retention, etc.
5. Access from County Road 34 onto property will be provided by Public Works. The remainder of the access and site will be designed. Design shall be such that vehicle can pull off of County Road 34 to open/close the property gates.
6. Attached is a basic sketch of potential site layout. Final layout will be developed during design.

SCOPE OF SERVICES

The intent of this section is to highlight in general terms the nature and scope of the work to be performed.

1. DESIGN SERVICES
   a. Provide a design for the project.
   b. Provide structural fill analysis and design for fill of building/s area.
   c. Civil engineering and site planning, as required.
   d. Prepare submittals to governing agencies for approval.
   e. Provide a schematic design package.
   f. Provide a design development package.
   g. Provide full and complete construction documents.
   h. Provide construction administration/consultation
   i. Attend weekly design and construction meetings.
   j. Prepare building permit submittal and assist in obtaining the permits. Make Building Inspection Department requested revisions.
   k. Provide an estimate of "reimbursables" that would be required for this project.
   l. Provide hourly rates for "additional services."
   m. Provide a design schedule
   n. Include all costs for architectural design services, programming, civil engineering, structural engineering, mechanical engineering, electrical engineering, and all other "consultant" fees in the proposal.
   o. Coordinate surveys and other design activities. All costs shall be included in bid.
Please submit an original AND one (1) copy of your proposal signed by a person authorized to bind the party. Include an electronic version of proposal. The proposals shall be organized as outlined below:

**A. Firm’s Information:**

1. Identify which office (Contact Office) will be responsible for the project.
2. Provide a staffing chart showing proposed organization for this project.
3. Provide a list of proposed firms to be used in design services for the following: Civil, HVAC, Structural, Electrical, Mechanical, and Plumbing.
4. Provide resumes of personnel who will be involved on the project. Weld County reserves the right to interview designated project personnel.
5. No changes in the approved project personnel will be granted unless agreed to by Weld County.
6. Provide copy of certificate of insurance and limits of public liability under insurance.
7. Provide any and all information regarding any lawsuits pending or threatened against, you, your firm or any of the principals or joint ventures.

**B. Firm’s Experience:**

1. Provide a brief summary of like work your firm has undertaken as a Design Contractor.
2. List the owner, type of project, address and contact name for references and telephone numbers.

**C. Current Workload:**

Provide a list of current project commitments by your proposed team and proposed individuals, including the status of such projects. Identify the owner’s representative, address and phone number for each project.

**D. EVALUATION CRITERIA**

The following criteria will be used to evaluate the response to this Bid:

1. Prior experience of firm and key staff on a similar project.
2. Quality and experience of people assigned to the project.
3. Current workload, organizational depth and ability to deliver the project within the project’s timeframe.
4. Demonstrated ability to work with design team providing conceptual estimating, value engineering, constructability, and scheduling services.
5. Demonstrated ability to design a project such as this to meet cost, schedule and quality goals.
6. Completeness of the response to this Bid.
7. Fee proposals.

Each response must include all information and documents required by this Bid. Failure to furnish all required information and documents may result in the rejection of the proposal.
E. Fee Proposal:

The County anticipates entering into a Lump Sum Contract. Additional phases of work may be amended to the contract.

1. Identify the Fee your firm proposes to provide Design services described in this Bid. The fee is to be based on cost of work for designing all facets of the buildings and site work.

2. Provide a list of salary/wage rates for personnel proposed for this project. Indicate the base wage or salary and applied Direct Personnel Expense to formulate a total hourly billing rate and monthly billing rate for each supervisory/administrative individual proposed for involvement in either the pre-construction phase or construction phase of the project.

Complete the fee proposal below for your bid. If you have additional fees, provide attachments detailing those fees.

<table>
<thead>
<tr>
<th>FEE PROPOSAL</th>
<th>Lump Sum</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Design Fee</td>
<td>$__________</td>
</tr>
<tr>
<td>2. Other (describe on additional sheet)</td>
<td>$__________</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$__________</td>
</tr>
</tbody>
</table>

NOTE: Winning contractor will be expected to enter into a standard County Contract.

A mandatory pre-bid conference will be held on January 21, 2019 at 11:00 AM at the Buildings & Ground Building located at 1105 H Street, Greeley, Colorado, 80631.

Bids will be received up to, but not later than February 5, 2019 at 10:00 AM (WELD COUNTY PURCHASING TIME CLOCK).
The undersigned, by his or her signature, hereby acknowledges and represents that:

1. The bid proposed herein meets all of the conditions, specifications and special provisions set forth in the request for proposal for Request No. #B1900034.
2. The quotations set forth herein are exclusive of any federal excise taxes and all other state and local taxes.
3. He or she is authorized to bind the below-named bidder for the amount shown on the accompanying proposal sheets.
4. The signed bid submitted, all of the documents of the Request for Proposal contained herein (including, but not limited to, product specifications and scope of services), and the formal acceptance of the bid by Weld County, together constitutes a contract, with the contract date being the date of formal acceptance of the bid by Weld County.
5. Weld County reserves the right to reject any and all bids, to waive any informality in the bids, and to accept the bid that, in the opinion of the Board of County Commissioners, is to the best interests of Weld County. The bid(s) may be awarded to more than one vendor.

FIRM ______________________________________________________________________________

BUSINESS ADDRESS____________________________________________________________________________

CITY, STATE, ZIP CODE ________________________________________________________________

TELEPHONE NO ___________________ FAX ______________________ TAX ID # _________________

PRINTED NAME AND TITLE______________________________________________________________

SIGNATURE __________________________________________________________________________

E-MAIL _______________________________________________________________________________

DATE______________________________________________

**ALL BIDDERS SHALL PROVIDE A W-9 WITH THE SUBMISSION OF THEIR BID**

WELD COUNTY IS EXEMPT FROM COLORADO SALES TAXES. THE CERTIFICATE OF EXEMPTION NUMBER IS #98-03551-0000. **YOU DO NOT NEED TO SEND BACK PAGES 1 – 8.**

ATTEST:
Weld County Clerk to the Board

BY: Deputy Clerk to the Board

BOARD OF COUNTY COMMISSIONERS
WELD COUNTY, COLORADO

Barbara Kirmeyer, Chair

APPROVED AS TO SUBSTANCE:

Elected Official or Department Head

Controller/Purchasing Director