

City of Montrose
Purchasing Division
433 South First Street
PO Box 790
Montrose, CO 81402



INVITATION FOR BID

2020 Manhole Replacement

Issue Date: 7/22/2020

Bid Number: 20-006

Agent/Contact: Dustin Fisher, Sewer Collection Team Leader

Submissions Must Be Received by: Wednesday August 11, 2020 at 2:00 pm Colorado Time

ADMINISTRATIVE INSTRUCTIONS

The City of Montrose is requesting formal bids through the Invitation for Bid process to replace 3 manholes. Sealed bids shall be submitted to City Hall 433 S First Street, Montrose, Colorado. Bids will be publicly received and registered on Wednesday August 11, 2020 at 2:00 PM in the same location. Late bids will not be accepted and it is the responsibility of the bidders to ensure that bids (including signed addenda) arrive in the city's purchasing office by 2:00 PM on Wednesday August 11, 2020.

Complete bid packets can be downloaded from the City web page at www.cityofmontrose.org under Department Services, Purchasing, and Open Bids. Addenda will be posted to the website and it is the bidder's responsibility to download addenda.

The City reserves the right to accept or reject any or all bids, to waive irregularities and/or informalities and to disregard all non-conforming, non-responsive, unbalanced or conditional bids. The City of Montrose complies with all Equal Opportunity requirements. All qualified bidders will receive consideration without regard to race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap or age.

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to all Offers made to the City of Montrose (hereafter "City") by all prospective vendors (herein after referred to as "Bidder") regarding City Solicitations including, but not limited to, Invitations to Bid, Requests For Proposals, Requests for Quotes, and Requests For Qualifications (hereafter "Solicitation" or Bid Solicitation).

A. CONTENTS OF BID

1. Bidders shall thoroughly read the project requirements and specifications, and shall examine any drawings, which may be incorporated into the Bid documents. As Bid documents frequently change for each Solicitation, veteran Bidders shall not assume that this Solicitation contains the same terms and conditions that were supplied in prior Solicitations. The City is not obligated to identify either minimal or substantial modifications to Bid documents.
2. Bidders shall make all investigations necessary to thoroughly inform themselves regarding the plant and facilities affected by the delivery of services, materials and equipment as required by the Bid conditions. No plea of ignorance by the Bidder of conditions that exist, or may hereafter exist as a result of failure to fulfill the requirements of the contract documents, will be accepted as the basis for varying the requirements of the City or the compensation to the Bidder.
3. Bidders are advised that all City contracts are subject to all legal requirements contained in City Ordinances and State and Federal Statutes governing purchasing activities.
4. Bidders are required to state the exact intentions of their offer to the City via this Solicitation and must indicate any variances to the terms, conditions, and specifications of this Solicitation, no matter how slight. If variations are not stated in the Bidder's Offer, it shall be construed that the Bidder's Offer fully complies with all conditions identified in this Solicitation.

B. CLARIFICATION AND MODIFICATION OF BID SOLICITATION

1. Apparent silence or omissions within this Bid Solicitation regarding a detailed description of the materials and services to be provided shall be interpreted to mean that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used.
2. If any Bidder contemplating submitting a Proposal under this Solicitation is in doubt as to the true meaning of the specifications, the Bidder must submit a written (mail or e-mail) request for clarification to the City's Agent/Contact. The Bidder submitting the request will be responsible for ensuring that the City receives the request at least seven (7) calendar days prior to the scheduled bid opening.
3. Any official interpretation of the Bid Solicitation must be issued in writing by the agent/contact of the City who is authorized to act on behalf of the City, or by the City's Legal Department. The City shall not be responsible for other interpretations offered by employees of the City who are not authorized to act on behalf of the City for this project.

4. If necessary, the City may issue a written addendum to clarify or inform of substantial changes which impact the technical submission of Bids. Addenda will be posted to the website and it is the Bidder's responsibility to download addenda. The Bidder shall certify its receipt of the addendum by signing the addendum and returning it with its Bid. In the event of a conflict with the original Bid Solicitation documents, addenda shall supersede all other documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

C. PRICING, COLLUSION, AND TAXES

1. Current Prices. Bid Proposals must be fixed and firm unless stated otherwise in the Bid Solicitation.
2. Discounts. Discounts shall not be considered in determining the lowest net cost for Bid evaluation purposes. Payment terms shall be as set forth in any contract executed between the City and the Bidder. Payment by the City is deemed to be made on the date of the mailing of the check, or as otherwise set forth in any contract executed between the City and the Bidder.
3. Collusion. The Bidder, by affixing its signature to this Proposal, certifies that its Proposal is made without previous understanding, agreement, or connection either with any persons, or entities offering a Bid for the same items, or with the City. The Bidder also certifies that its Bid is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To insure integrity of the City's public procurement process, all Bidders are hereby placed on notice that any and all Bidders who falsify the certifications required in conjunction with this section shall be prosecuted to the fullest extent of the law.
4. It shall be understood and agreed that Bid Offers submitted by persons and entities are done so independently of any other offers, and that Bidders will not knowingly participate in solicitations where there exists a conflict of interest with their entity and a member of City staff or their immediate family.
5. Taxes. Bidders will neither include Federal, State nor applicable Local excise or sales taxes in bid prices, as the City is exempt from payment of such taxes. The Colorado Department of Revenue, Certification of Exemption for Colorado State Sales/Use Tax account number for the City of Montrose is 98-01805-0000. An exemption certificate will be provided, where applicable, upon request.

D. PREPARATION AND SUBMISSION OF BID

1. The Proposal must be typed or legibly printed in ink. The use of erasable ink is not permitted. All corrections made by the Bidder must be initiated in ink by the Bidder or its lawful agent.
2. Bid Proposals must contain a manual signature of an authorized agent of the Bidder in the space provided on the Bid Proposal Form. If the Bidder or its lawful agent fails to sign the Bid Proposal Form, its Bid shall be considered non-responsive and ineligible for award.

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3. Unit prices shall be provided by the Bidder on the Bid Proposal Form when required in conjunction with the prescribed method of award. The Bidder shall enter "No Bid" for each item where a unit price will not be offered. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.
4. The delivery and/or completion date(s) provided by the Bidder, if required, must be stated in calendar days, following receipt of order/contract or official notice to proceed.
5. All information and supplemental documentation required in conjunction with this Bid shall be furnished by the Bidder with its Bid Proposal. If the Bidder fails to supply any required information or documents, the city, in its sole discretion, may consider the Proposal non-responsive.
6. The accuracy of the Bid is the sole responsibility of the Bidder. No changes in the Proposal shall be allowed after the submission deadline, except when the Bidder can show clear and convincing evidence that an unintentional factual mistake was made, including the nature of the mistake and the price actually intended.
7. The Bid Proposal Form shall be enclosed in a sealed envelope and addressed to the City. The envelope shall clearly identify the Bid Number, Title and Due Date when submitted to the City. The Bidder shall also include its name and address on the outside of the envelope.
8. The City's Bid Proposal Form, which is attached to this Bid Solicitation, must be used when the Bidder is submitting its Bid Proposal. The Bidder shall not alter this form unless instructed to do so in writing by the City. Failure to use the City's Bid Proposal Form may result in the Bid being considered non-responsive.
9. Offers in response to formal Bid Solicitations will not be accepted by facsimile transmission. Only signed written offers will be considered responsive, and eligible for possible award. Bidders shall provide Proposal Forms, Statement of Work/Technical Offer Section, Special Conditions, Specifications and Pricing Form, and any other mandatory submittals with the bid. If RFP contemplates a sample contract, submit a sample.
10. Bidders who qualify their Proposals by including alternate contractual provisions should be aware that the City does not negotiate the terms of its contracts, and will ordinarily declare such Bid Proposals non-responsive. Once bids have been opened, the City shall not consider any subsequent submissions of alternate terms and conditions.
11. Bid Bonds (5% of total bid price) and performance and payment bonds (100% of total bid price) are required on construction projects over \$50,000.
12. Insurance certificates are required after a Notice of Award has been issued. Costs for additional coverage must be included in the Bidder's proposal cost.
13. Bid Proposals received after the submission due date and time prescribed for the solicitation shall not be considered.

E. VENDOR APPLICATION AND RETENTION ON BIDDERS' LIST

The City does not maintain a bidder's list. Register to receive an automated email notification of new bids by visiting www.cityofmontrose.org - Department Services - Purchasing - Bidder's List.

F. MODIFICATION OR WITHDRAWAL OF LEGITIMATE OFFERS

1. Bidder offers may be modified in the form of an official written notice, and must be received prior to the due time and date set forth the Bid Solicitation. Each modification submitted must have the Bidder's name and return address and the applicable Solicitation Number and title clearly marked on the face of the envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by the City will be considered the valid modification.
2. Bids may be withdrawn prior to the due time and date set for the Solicitation, provided it is in the form of an official, authorized written request.
3. Proposals may not be modified or withdrawn after the due date and time set for the Bid opening for a period of ninety (90) calendar days. If a Bid Proposal is modified or withdrawn by the Bidder during this ninety (90) day period, the City may, at its option, place the Bidder on suspension and may not accept any further Bid Proposals from the Bidder for a period set by the City following the Bidder's modification or withdrawal of its Proposal. The City may reject an offer, in whole or in part, as set forth in the City of Montrose Municipal Code, and the City's Procurement Manual.

G. EVALUATION OF OFFERS

1. Offers shall be evaluated based upon their responses to the questions and requests for information in this Bid Solicitation, and based upon whether and to what degree they comply with the instructions set forth herein. Thoroughness, accuracy, veracity, and professionalism in the responses shall be taken into account.
2. The City may, in its sole and absolute discretion:
 - a. Reject any and all, or parts of any or all, Bid Proposals submitted by prospective Bidders;
 - b. Re-advertise this Solicitation;
 - c. Postpone or cancel the Bid process for this Solicitation;
 - d. Waive any irregularities or technicalities in proposals received in conjunction with this Solicitation;
 - e. Determine the criteria and process whereby Proposals are evaluated and awarded.
3. A Proposal may not be accepted from, nor any contract be awarded to, any person or entity which is in arrears to the City upon any debt or Contract or which is in default as surety or otherwise upon any obligation to the City.

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4. No Contract shall be awarded to any person or entity which has failed to perform faithfully any previous contract with the City, the State or Federal government for a minimum period of one (1) year after said previous Contract was terminated for cause.
5. A Proposal may not be accepted from, nor any Contract awarded to, any person or entity which has pending litigation against the City at the date and time of the Bid Opening.

H. AWARD OF CONTRACT

1. The City's Agent/Contact is authorized to handle initial contacts regarding any protest of the solicitation or award of a City contract, or any claim arising out of the performance of a City contract, with the City Manager's approval. Any actual or prospective Bidder or Contractor who has a grievance in connection with the solicitation or award of a contract shall first seek resolution of the matter with the City's Agent/Contact.
2. If the City Manager or City designee does not, within thirty (30) days after receiving a protest, or within such longer period as may be agreed upon by the parties, issue a written decision on the protest or make a determination that award of the contract is necessary, the protest shall be considered denied.
3. By law, the City reserves the right to accept or reject any or all proposed bids, or any combination of them, and to waive any informality or irregularity in the bid or in the bidding.
4. Successful Bidders shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to, and affected by, the Bid Proposal.
5. No Bidder shall be excluded from consideration for award in conjunction with this solicitation on the basis of race, color, creed, national origination, handicap or sex, or be subjected to discrimination under any contractual award administered by the City.

L. CONTRACTUAL OBLIGATIONS

1. In order to ensure the efficient utilization of tax dollars, successful Bidders shall comply with all contractual obligations contained in the Contract Documents, as set forth in the contract signed by the City and Bidder. A sample contract that Bidder will be expected to sign is supplied with these Bid Documents.

SPECIAL CONDITIONS

Company Name: _____

A. PRE-BID CONFERENCE

Attendance of a mandatory pre-bid conference on Tuesday July 28, 2020 at 2:00 p.m. is required for this Invitation for Bid. Meet at 1915 N. Townsend Ave. Delta Timbers manhole location first.

B. CONTACT PERSON

During the course of this request process, from issuance until a recommendation for award, Bidders shall not initiate contact related to this request with anyone other than the officially designated individual.

For this bid the contact is Dustin Fisher (970) 240-1447 or email: dfisher@ci.montrose.co.us

Failure to abide by this requirement may result in disqualification from further participation in this process.

C. QUESTION DEADLINE

All questions regarding this Request for Proposal shall be directed by email to Dustin Fisher. All inquiries shall clearly identify the name of the firm and the authorized representative, the RFB number and title.

The deadline for receipt of questions from Bidders in regards to this RFB is **August 5, 2020 by 2:00 p.m.**

Responses will be prepared by the City in an addendum and published on the City of Montrose website at: www.cityofmontrose.org under Department Services, Purchasing, Open bids, under this bid name. The responses in writing are the only official answers.

D. SUBMITTAL INSTRUCTIONS

The City desires to receive a clear, concise, economical presentation of the vendor's proposal. Bidders should submit the following with their bid:

1. One original of the bid packet.
2. One original of the completed bid forms.
3. One original of signed bid addendum(s).
4. Submit all of the above in a sealed envelope with the bid number and project name in the lower left hand corner of the envelope, with the bidder's name clearly written on the envelope.

Failure to submit a proposal in the manner indicated may be cause for it to be considered 'non-responsive' and ineligible for consideration and subsequent award.

PROPOSAL FORM - PAGE 2

Company Name: _____

PROMPT PAYMENT TERMS:

Discount: _____ % _____ Days

Net: _____ Days

VARIATIONS:

The Bidder shall identify all variations and exceptions taken to the General Terms and Conditions, the Special Conditions and any Technical Specifications in the space provided below; provided, however, that such variations are not expressly prohibited in the Bid documents. For each variation listed, reference the applicable section of the bid document. If no variations are listed here, it is understood that the Bidder's Proposal fully complies with all terms and conditions. It is further understood that such variations may be cause for determining that the Bid Proposal is non-responsive and ineligible for award:

Page #: _____ Item # of Section: _____

Variance

Page #: _____ Item # of Section: _____

Variance

Page #: _____ Item # of Section: _____

Variance

Item- Manhole Number	Address	Total Cost
O9-17	2200 S. Rio Grande	\$ -
M9-64	35 S. Selig	\$ -
K8-28	1857 Launa Dr.	\$ -
		\$ -
Total Bid		

STATEMENT OF WORK

PART 1 - GENERAL ITEMS

1.01 SCOPE OF WORK

The project consists of furnishing all labor, equipment, and materials necessary to complete construction of the 2020 Manhole Replacement - Severe H2S Corrosion Project in accordance with the project plans. The City of Montrose will provide drawings for the new manholes to be installed. The project plans consist of the following documents:

1. 2020 Manhole Replacements with Severe H2S Corrosion Project Specifications(Bid Packet)
2. Manhole Inspection reports
3. Manhole design drawings

The “2020 Manhole replacement Project” collectively refers to performing the work outlined in these documents. This work is incorporated in a single project bid form and includes the following key tasks:

- 1) Perform removal of existing manholes to detailed sections below.
- 2) Furnish all materials required to perform manhole replacement, including but not exclusive to flow thru plugs, grouts and sealants, cementitious materials, gravel, road base.
- 3) Provide all necessary equipment to bypass sewage during replacement.
 - i) City may assist with a Vactor truck if necessary
- 4) Provide all necessary traffic controls as required by the City and MUTCD.
- 5) Obtain all necessary permits to perform the work.
- 6) **Manhole number M9-64**
 - i) Contractor will notify property owners of project a minimum of 48 hours prior to work being performed

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- ii) Contractor will need to provide MAXADAPTOR® fittings for reconnecting to existing sewer lines.
- iii) Contractor **will need** to include flowfill costs in the total price for this manhole
- iv) Contractor is reasonable for providing proper trench safety equipment
- v) City street crews will do the asphalt patch.

7) Manhole number O9-17

- a) Contractor will notify property owners of project a minimum of 48 hours prior to work being performed
- b) Contractor **will not** need to include flow fill as it is not within the right of way
 - i) Existing materials may be used for backfill and as long as proper compaction can be reached
- c) Contractor will restore any existing landscaping to original condition
 - i) Contractor is reasonable for providing proper trench safety equipment or sloping
- d) Existing manhole will need to be removed down to the shelf
- e) New manhole will be placed on the shelf
 - i) Joints will need to be sealed (Kent seal, rubber neck)
 - ii) Contractor will pour a concrete collar around outside of manhole to encase the shelf base and 1st barrel
 - iii) Contractor will provide and install grout materials on necessary surfaces to seal manhole

8) Manhole number K8-28

- a) Contractor will notify property owners of project a minimum of 48 hours prior to work being performed
- b) Contractor **will not** need to include flow fill as it is not within the right of way
 - i) Existing materials may be used for backfill and as long as proper compaction can be reached
- c) Contractor will restore any existing landscaping to original condition
 - i) Contractor is reasonable for providing proper trench safety equipment or sloping
- d) Existing manhole will need to be removed down to the flat surface on the shelf
- e) New manhole will be placed on the shelf
 - i) Joints will need to be sealed (Kent seal, rubber neck products)
 - ii) Contractor will pour a concrete collar around outside of manhole to encase the shelf base and 1st barrel section
 - iii) Contractor will provide and install grout materials on necessary surfaces to seal manhole

1.02 SPECIFICATIONS

All work shall be constructed in accordance with the project plans, the City of Montrose Standard Specifications for the Design and Construction of Public Improvements (City Standards and Specifications), and the provisions provided herein.

In case of discrepancy, the following order of precedence will govern:

1. Permits from other agencies and applicable laws and regulations.
2. Bid Documents, Bid Form, and Addenda
3. City Standards and Specifications

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Change orders, supplemental agreements, and approved revisions to plans and specifications will take precedence over items 2 through 3 listed above.

1.03 SCHEDULE

The Contractor shall identify key project tasks, prepare a proposed project schedule, and submit this schedule with the bid. This schedule shall be finalized prior to construction, shall be monitored closely during construction, and shall be updated as changes occur in the project progress. The schedule shall show continuous progression of work without any breaks in the schedule unless approved otherwise by the City. The project schedule is subject to the following conditions:

- Anticipated Notice of Award: September 2, 2020.
- Notice to Proceed: Several days following contract execution by contractor
- Substantial completion for work: December 31, 2020

1.04 TRAFFIC CONTROL

Contractor is responsible for all traffic control and shall prepare a traffic control plan for approval by the City prior to mobilization. All road/lane closures shall be coordinated with the City a minimum of 48 hours in advance and shall be communicated to emergency services. Conditions applicable to traffic control are listed in the general notes sheet of the project plans.

1.05 PRE-CONSTRUCTION CONFERENCE

None

1.06 STORMWATER & EROSION CONTROL

Contractor is responsible for installing and maintaining all erosion control measures outlined in the project plans and in the approved SWMP in accordance with City of Montrose Standards and Specifications. A stormwater construction permit from the Colorado Department of Public Health and Environment may not be required for this project.

1.07 COORDINATION WITH PRIVATE OWNERS AND AUTHORITIES

Contractor shall notify property owners, utilities, and affected governmental agencies forty-eight (48) hours in advance when execution of work may affect them. Contractor shall coordinate all operations with adjoining property owners to provide satisfactory access at all times during construction.

Contractor is required to coordinate with all utility providers to allow for efficient completion of the work and shall maintain water, sewer, and other utility service throughout the construction unless authorized

to temporarily suspend service by the utility owner. The Contractor shall not damage existing fire hydrants, street lights, traffic signals, power poles, telephone poles, fire alarm boxes, wire cables, pole guys, underground utilities or other appurtenances in the vicinity of the site. Contractor is required to coordinate with property owners to determine the location of existing sprinkler lines. Contractor is responsible for maintaining and/or relocating any sprinkler lines and landscape materials that are in conflict with the improvements. The cost of this work is considered incidental to the project.

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1.08 WORK HOURS

The Contractor shall restrict hours of work to between 7:00am and 6:00pm, Monday through Friday. Any work outside of these hours will be allowed only upon approval by the City.

1.09 FINAL CLEAN-UP

Before acceptance of the project, the Contractor shall repair, replace, or clean all streets and other areas affected by construction, and remove all loose surface materials. All piles of excess excavation, rocks, rubbish, or other debris throughout the site shall be cleaned up and disposed of. This clean-up shall include sweeping of pavements prior to opening for traffic. Damage to any areas caused by the Contractor will be repaired or replaced by the Contractor at no expense to the City. This includes damage to utilities, pavements, sidewalks, structures, etc.

END OF SECTION

