



LAS ANIMAS COUNTY
Invitation for Bid No. 19-R002

HOT MIX ASPHALT

County Contacts:

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Las Animas County IFB No. 19-R002
BID SOLICITATION, OFFER & AWARD

ARTICLE I - PROPOSAL

1.1 Procuring Agency and Contracting Entity

Procuring Agency: Las Animas County

Address: Las Animas County Road and Bridge Department
2000 North Linden Avenue
Trinidad, Colorado 81082
lasanimascounty@gmail.com

Phone: (719)846-2931
(719)846-4766

1.2 Scope

Las Animas County (County) is seeking sealed bids from qualified contractors/bidders to place Hot Mix Asphalt (HMA) on segments of County Road 18.2, 18.3 & 18.4 in Valdez. There is existing asphalt at the beginning of the project (east end). The Bidder will saw cut (or other process approved by County), remove and dispose of existing HMA so full depth of the asphalt is achieved. The new asphalt will be constructed with a 2" bottom course followed by a 2" top course, for a 4" total asphalt depth, placed over an existing Aggregate Base Course that County forces placed.

Bid award shall be predicated on the offer of the lowest, responsible TOTAL SUBMITTED BID PRICE within the limits of County funds available and to best serve the County's interests.

1.3 Solicitation Schedule

Sealed Bids will be accepted in the Office of the Las Animas County's Road and Bridge Department, 2000 North Linden Ave., Trinidad, Colorado 81082 up to the hour of **10:00 a.m., Wednesday, January 30, 2019**. Submitted Bids will be evaluated and presented to the Board of County Commissioners for award or rejection at their regularly scheduled meeting of **February 5, 2019**.

1.4 Bid Preparation

Bidders **must** utilize the "**BID PROPOSAL, OFFER & AWARD**" form (included with this solicitation package) and complete it in its entirety when submitting its bid to the County. Bids must be enclosed in a sealed envelope with the name and address of the offering vendor and "**IFB No. 19-R002**" clearly printed and visible on the outside. Any deviances from the requirements established in this solicitation may be cause for bid rejection.

1.5 Bid Withdrawal

Any submitted bid, acknowledged and held by the County, cannot be withdrawn after the established bid opening. However, prior to bid opening, a submitted bid can be modified by the Bidder through written correspondence (notifying the County of the wish to make changes to the original bid submission) accompanied by a new sealed bid prepared and submitted in accordance with these solicitation requirements.

1.6 Bid Opening

The County will publicly open bids received at the location, date and time established within this solicitation. All bid information will be made available to the public and competing Bidders.

1.7 Qualification for Award

Bid award will be predicated on the lowest, responsible TOTAL SUBMITTED BID PRICE that will accomplish the work. The County reserves the right to conduct a pre-award survey of any one, each or all Bidders.

1.8 Bid Rejection

The Board of County Commissioners reserves the right to waive any minor informality or irregularity in bids received which, in the Board's opinion, do not affect the general intent of the bid nor prejudice other Bidders. In addition, the Board can reject, for good and compelling reasons, any and all bids received. Conditional bids, or those which take exception to bid specifications detailed herein, may be rejected.

1.9 Award Procedure

The determination of the successful bid rests solely with the Board of County Commissioners and bid award will be made in an open, public meeting on the date hereinabove established. Bid approval will be recorded in official meeting minutes. **The successful Bidder shall consider the date of approval as the official onset date for the Completion Deadline and bond requirements established within this solicitation.**

1.10 Bid Award to Constitute a Contractual Agreement Between Parties

By and through bid submission, successful Bidder affirms that it understands and agrees that the Board of Commissioners' execution of the "**BID PROPOSAL, OFFER AND AWARD**" constitutes a contractual agreement between the successful Bidder and Las Animas County and thereby binds the successful Bidder to all the performance requirements established within this solicitation.

1.11 Changes in Work

The County may at any time, as the need arises, order changes in the quantity of materials desired without invalidating the agreement. If such changes increase or decrease the amount due or in the time required for the delivery of materials, the Successful Bidder shall deliver the same material at the unit price or a prorated TOTAL SUBMITTED BID PRICE indicated in the bid. Changes may occur to a maximum of twenty-five (25%) of the awarded price. After exceeding twenty-five percent (25%), the applicable unit price or TOTAL SUBMITTED BID PRICE may be negotiated and an equitable adjustment shall be authorized by a change order.

1.12 Familiarization with Work to be Performed/Delivery Sites

Before the submission of a bid, each prospective bidder shall familiarize himself/herself with the scope of work including all local, state and federal laws, ordinances, rules, regulations and any other factors affecting work performance. Each bidder shall correlate his/her calculations with the requirements of this solicitation and otherwise satisfy himself/herself with the requirements of the work scope. The submission of a bid shall constitute an offer by the bidder in which he/she has complied with each and every requirement of this solicitation. Each prospective bidder shall satisfy himself/herself with the nature, location, character, quality and quantity of surface and subsurface materials, water, structures and utilities to be encountered; as well as the character of construction equipment and facilities needed to complete the project.

1.13 Fees

The successful Bidder shall be responsible for all costs of any applicable licenses and/or permits that may be required by any governmental entity, including inspections, required by such public authorities.

1.14 Award Procedure

Upon its determination of the lowest responsible TOTAL SUBMITTED BID PRICE, the Las Animas County Board of County Commissioners shall sign the “**BID PROPOSAL, OFFER & AWARD**” form submitted by the Successful Bidder.

ARTICLE II - SPECIFICATIONS

2.1 Standards

For this project, Las Animas County will utilize as its own, the following standards:

Colorado Department of Transportation’s Standard Specifications for Road and Bridge Construction with Supplementals, latest edition

Colorado Standard Plans, Division of Highways M&S Standards, State of Colorado, latest edition

US Department of Transportation Manual of Uniform Traffic Control Devices, latest edition

American Association of State Highways and Transportation Officials Specifications (AASHTO), latest edition

American Society for Testing and Materials (ASTM), latest edition

2.2 Material Specifications

The Bidder shall supply a job mix formula(s) to the County from a County approved testing laboratory for materials proposed to be used on this project in accordance with the included special provisions. This job mix formula(s) will be supplied to the County five (5) working days prior to any placement of any HMA. Failure to meet specifications shall not be cause for claim or extension of contract. The Bidder shall be held liable for all costs incurred in the procuring and testing of materials for this job mix formula. ***THIS ITEM WILL BE CONSIDERED SUBSIDIARY TO THE HMA AND WILL NOT BE PAID FOR SEPARATELY.***

2.3 Material Testing

The Bidder shall be responsible for ***all testing***. Results of tests shall be forwarded to the County as soon as they are known/available. The Bidder is responsible for addressing failing test results and associated costs. This may include additional testing, remove and replace, pay deduction or any other course of action in accordance to CDOT standards. If pay deduction is necessary, it will be deducted from payments due the Bidder. ***THIS ITEM WILL BE CONSIDERED SUBSIDIARY TO THE PROJECT AND WILL NOT BE PAID FOR SEPARATELY.***

2.4 Road Bed Preparation

The existing ABC shall be graded, shaped, widened and compacted by the County prior to the prime coat (applied to the top of the ABC) and bottom (1st) HMA course being placed. Prior to the placement of the tack coat between the bottom course and top course, the bottom course shall be cleaned using approved methods and techniques to provide a clean bonding surface which is free of moisture, dirt and organic materials, if the County deems it necessary. Sweeping and cleaning are the responsibility of the contractor. ***New HMA shall be swept !!!! prior to placement of tack unless otherwise directed by the County.*** The County will consider alternate methods and materials when applying the prime coat to ABC including wetting the ABC with water prior to the placement of the bottom course. ***THIS ITEM WILL BE CONSIDERED SUBSIDIARY TO THE HMA PAVING OPERATION AND WILL NOT BE PAID FOR SEPARATELY.***

2.5 Driveways, Mailboxes & Intersections

All driveways, gravel roads, field approaches etc. intersecting with the completed roadway, shall be paved beyond the shoulder as far as the paver’s screed’s wing can extend or as directed by the County. This paved portion’s edge opposite the shoulder (access road edge) shall be no thicker than 1 ½” in depth to prevent a vehicle from having to “bounce” up a thick edge when accessing the County Road.

All mailbox approaches will be paved as per County directions, allowing for a smooth transition when approaching and leaving the mailbox.

2.6 Existing Asphalt Tie-In

Existing asphalt shall be saw cut to form a smooth and uniform line and coated with tack oil as directed by the County prior to the placement of new HMA. All waste material shall become property of the Bidder and disposed of properly. The County will consider alternate methods to saw cutting. ***THIS ITEM WILL BE CONSIDERED SUBSIDIARY TO THE HMA PAVING OPERATION AND WILL NOT BE PAID FOR SEPARATELY.***

2.7 Shouldering

Removing vegetation from, prior to placement of HMA courses, and finishing of shoulders (material placed to match new asphalt's finished depth) will be performed by the County

2.8 Materials

Asphalt mixing, preparation, spreading, finishing, rolling, and construction must meet Colorado Department of Transportation specifications for HMA PG 64-22 Grading SX 75 gyrations.

Emulsified asphalt/tack: a coat shall be applied between the bottom (1st) HMA course and the top (2nd) HMA course if deemed necessary by the County. Diluted emulsified asphalt (slow setting) shall consist of 1 part emulsified asphalt and 1 part water and used throughout the project at a rate of .05 gallons (undiluted) per square yard. ***THE DILUTING OF THE EMULSION WILL BE CONSIDERED SUBSIDIARY TO THE APPLICATION OF THE EMULSION AND WILL NOT BE PAID FOR SEPARATELY.*** The County will consider alternate methods and quantities of placing the emulsion.

2.9 Traffic Control

The Bidder shall provide signing and flagging in accordance with the Manual on Uniform Traffic Control Devices. It is the full responsibility of the Bidder to maintain all signs and barricades throughout the project. Failure to comply with proper signing and barricading regulations will result in the immediate shut down of all construction activities at the expense of the Bidder. These traffic control plans must be prepared by an American Traffic Safety Services Association Certified Worksite Traffic Control Supervisor. A copy of the traffic control plans will be submitted to the County prior to any work being performed on the County Roads.

The roadway shall remain open with one lane traffic during working hours and both lanes open during non-working hours. ***THIS ITEM WILL BE CONSIDERED SUBSIDIARY TO THE PROJECT AND WILL NOT BE PAID FOR SEPARATELY.***

2.10 Discrepancies Between Solicitation Requirements and CDOT Standards

If discrepancies are discovered between the solicitation requirements and other standards, solicitation requirements shall prevail.

2.11 Quantities

Material quantities listed within this solicitation are approximate only and are for the purpose of bid comparison. Payment shall be based on the final weighted and/or volume of quantities placed.

ARTICLE III - TERMS OF AGREEMENT

3.1 General

By submitting a bid, successful Bidder understands that approval and Las Animas County Commissioners' signature upon the "**BID PROPOSAL, OFFER & AWARD**" form creates a contractual agreement between the County and the successful Bidder. Successful Bidder agrees to regard the terms and conditions set forth in this solicitation as contractual terms and conditions.

3.2 Work Hours/Completion Deadline

Work activities shall be performed between the hours of 6:30 a.m. and 5:30 p.m. Monday through Friday. No work will be performed after hours, on weekends or holidays except in the event the County deems this time frame not as efficient as other alternatives, at which the County may consider other alternatives.

The Bidder shall coordinate with County regarding a start date and complete the work no later than 5 PM, August 30, 2019.

3.3 Payment

The unit Contract prices for the various Bid items of the Contract shall be for the full compensation for all labor, materials, supplies, equipment, tools and all things of whatsoever nature required for the complete incorporation of the item into the Work the same as though the item were to read "Complete In Place". Payment will not be made for stockpiled materials, but will be made only for materials complete in place.

Payment for HMA shall be for the ton of HMA complete in place as approved by the County. Weight tickets shall be received by a County representative.

Payment for Emulsion shall be by the gallon of undiluted emulsion complete in place. Emulsion tickets and application rates, to determine the gallons complete in place, shall be received by a County representative.

County will retain 5% of bid price until final payment is made.

3.4 Late Completion Penalty

For each and every calendar day work remains incomplete and for which a time extension has not been authorized by the County, the successful Bidder shall be subject to a late completion penalty of three hundred dollars (\$300.00) per day for each day that the HMA placement remains incomplete.

ARTICLE 4 – BIDDER RESPONSIBILITIES/INSURANCE/BONDS REQUIREMENTS

4.1 Insurance

Successful Bidder shall, at its sole cost and expense, maintain the following insurance coverage in the limits required by this solicitation throughout the performance of this agreement:

- A. Commercial General Liability insurance with personal injury and property damage limits at a combined limit of no less than \$600,000.00 per occurrence and \$1,000,000.00 general aggregate.
- B. Worker's Compensation insurance for the Bidders and all employees or subcontractors of the Bidders working under the Contract. If the company is a sole proprietorship, the owner may submit a waiver of any and all claims against the County and State should any personal injury or damage to public property occur.

PROOF OF COVERAGE MUST BE SUBMITTED WITH BID FORM OR PRIOR TO BID AWARD

4.2 Bonds

Successful Bidder shall, at its sole cost and expense, **furnish the following bonds within 7 days of the Board's acceptance date of the bid. No work shall be performed until the bonds have been received and reviewed by the County.**

- In the event that the compensation to be paid Bidder, as set forth in the Bid Schedule section hereof, exceeds \$50,000, the Bidder shall deliver properly executed and issued payment and

performance bonds meeting the requirements of C.R.S. § 38-26-105 and C.R.S. § 38-26-106 in the penal sum equaling the full amount of the compensation to be paid pursuant to the Payment section.

4.3 Safety and Accident Prevention

The Successful Bidder shall take all reasonable precautions during the performance of work to protect from all hazards to life and property and shall comply with all health, safety and fire protection regulations and requirements.

Special Provisions of the Colorado Department of Transportation Specifications

There will be no incentive payments on this project

County will hire a materials testing firm to perform test in accordance with CDOT standards

Revision of Sections

101.10 CDOT Resident Engineer is defined as County Representative.

101.28 shall be deleted and replaced with the following
101.28 Department. The County's Road and Bridge Department.

101.29 shall be deleted and replaced with the following:
101.29 Engineer. The County representative acting on behalf of Las Animas County.

105.07 shall be deleted and replace with the following:
105.07 Conformity to Roadway Smoothness Criteria. Roadway smoothness shall be tested as described below. Roadway smoothness testing will not be measured and paid for separately, but shall be included in the work.

At the County's discretion, all longitudinal and transverse HMA surfaces will be measured using a 10 foot straightedge. The Contractor shall furnish an approved 10 foot straightedge and depth gauge and provide an operator to aid the Engineer in testing the finished HMA surface. Areas to be measured shall be as directed by the Engineer. Areas showing high spots of more than 3/16 inch in 10 feet shall be marked and diamond ground until the high spot does not exceed 3/16 inch in 10 feet. Additional diamond grinding shall be performed as necessary to extend the area ground in each lateral direction so that the lateral limits of grinding are at a constant offset from and parallel to the nearest lane line or HMA edge, and in each longitudinal direction so that the grinding begins and ends at lines normal to the HMA centerline within the ground area. All ground areas shall be neat rectangular areas of uniform surface.

Diamond grinding, including all necessary traffic control, shall be completed at the Contractors expense.

On asphalt HMAs, the diamond grinding shall not reduce planned HMA thickness by more than 0.3 inch and the entire ground area shall be covered with a fog seal coat when grinding is complete.

If roadway smoothness exceeds the limits allowable for diamond grinding, corrective work on HMA shall consist of an approved overlay or removal and replacement. Corrective work on HMA shall conform to the following conditions:

(a) Removal and replacement. The HMA in areas requiring corrective work shall be removed the full width of the lane and the full thickness of the course in accordance with Subsection 202.09 Removal of Asphalt Mat (Planing).

The removal area shall begin and end with a transverse butt joint, which shall be constructed with a transverse saw cut perpendicular to centerline. All replacement shall be made with approved hot mix asphalt mixtures that meet all contract requirements. Replacement material shall be placed in sufficient quantity so the finished surface will conform to grade and smoothness requirements. The corrective area shall be compacted to the specified density.

(b) Overlay. The overlay shall cover the full width of the HMA including shoulders. The area overlaid shall begin and end with a transverse butt joint which shall be constructed with a transverse saw cut and asphalt removal. All material shall be approved hot mix asphalt mixtures that meet all contract requirements. The overlay shall be placed so the finished surface will conform to grade and smoothness requirements. The overlaid area shall be compacted to the specified density. The overlay thickness shall be equivalent to that of the final pass made in accordance with the plans and specifications.

All corrective work, including all necessary traffic control, shall be completed at the Contractors expense.

Revision of Section 403 Hot Bituminous HMA

The top layer of HMA shall not contain any reclaimed asphalt pavement. Layers below the top layer shall not contain more than 20 percent reclaimed asphalt pavement. The reclaimed asphalt pavement shall meet the requirements for subsection 703.04

Aggregate, additives, hydrated lime and all other work necessary to complete the hot bituminous HMA complete in place item will not be paid for separately, but shall be included in the HMA unit bid price. The PG binder grade, the asphalt cement, will not be measured and paid for separately but shall be included in the HMA unit bid price. ***THESE ITEMS WILL BE CONSIDERED SUBSIDIARY TO THE HMA AND WILL NOT BE PAID FOR SEPARATELY.***

702.03 (b) Emulsion for Prime Coat and Table 702-3 **ASPHALT EMULSION FOR PRIME COAT** shall be deleted and replaced with the following

702.03 (b) water shall be used in lieu of emulsion for the prime coat. Application method will provide for a uniform layer of water on the ABC surface. Water will be placed as needed and/or when directed by the County. ***THIS ITEM WILL BE CONSIDERED SUBSIDIARY TO THE HMA AND WILL NOT BE PAID FOR SEPARATELY.***

Construction Notes:

- County will prepare ABC prior to the bottom course of HMA being placed on road segments. County will shoulder the asphalt after placement is complete.
- County will do all the roadway striping.

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**LAS ANIMAS COUNTY IFB No. 19-R002
BID PROPOSAL, OFFER & AWARD**

The undersigned Successful Bidder, having examined and being fully aware of the requirements of IFB No. 19-R002, hereby proposes to place Hot Mix Asphalt as specified in the Bid specifications at the cost indicated below:

BASE BID – NEW HMA ON SEGMENTS of COUNTY ROAD 18.2, 18.3 and 18.4 VALDEZ

Bid Item	Description	Unit	Estimated Quantity	Unit Price	Extended Total
403	Hot Mix Asphalt app .9 m	Ton	2760	\$	\$
407	Tack Coat/Emulsion Undiluted .05 gl/sy (1 appli)	Gal	580	\$	\$

Company Name

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19-R002 HOT MIX ASPHALT TOTAL SUBMITTED BID PRICE

\$ _____

OFFEROR: _____
Company Name

Street Address

City, State, Zip

Telephone Number

Authorized Signature

Authorized Printed Name

The Las Animas County Board of County Commissioners hereby accepts the Offer indicated above effective as of the date below.

Luis A. Lopez II, Commissioner

Date

Felix M. Lopez, Commissioner

Tony C. Hass, Commissioner

Attest:

Patricia Vigil, Las Animas County Clerk & Recorder

