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LAS ANIMAS COUNTY  
Invitation for Bid No. 19-R003

**AGGREGATE BASE COURSE  
SUPPLY & DELIVERY**

Various County Road Segments

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County Contacts:

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Las Animas County IFB No. 19-R003  
**BID SOLICITATION, OFFER & AWARD**

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**ARTICLE I - PROPOSAL**

**1.1 Procuring Agency and Contracting Entity**

Procuring Agency: Las Animas County

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

Phone: (719)846-2931  
(719)846-0434

**1.2 Scope**

Las Animas County is seeking sealed Bids from qualified bidders for the supply and delivery of approximately 40,800 tons of crushed modified Class 6 Aggregate Base Course (ABC) (modified CDOT specification) to various County Road segments as listed in this solicitation.

**County crews will place delivered ABC.** The contracted Bidder shall supply and deliver ABC, as specified in Article II, Section 2.2, FOB delivery. Bid award shall be predicated on the offer of the lowest, responsible lump sum bid within the limits of County funds available and to best serve the County's interests.

**1.3 Solicitation Schedule**

The County will accept sealed bids in the office of the Las Animas County Road and Bridge Department, 2000 North Linden Ave., Trinidad, Colorado 81082 until **10 a.m., June 6, 2019**. Submitted bids will be evaluated and presented to the Board of County Commissioners for award or rejection at their regularly scheduled meeting on **June 11, 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 bidder and "**IFB No. 19-R003**" clearly printed and visible on the outside. Any deviations 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Any submitted bid, acknowledged and held by the County, cannot be withdrawn after the established bid opening.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 submitting 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 lump sum bid that will accomplish the supply and delivery of ABC. 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 the 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 the Board's acceptance of the bid as the official onset date (notice to proceed) of the performance deadline and bond requirements.**

**1.10 Bid Award to Constitute a Contractual Agreement Between Parties**

By and through bid submission, Bidder affirms that it understands and agrees that the Board of Commissioner's execution of the "**BID PROPOSAL, OFFER & AWARD**" constitutes a contractual agreement between the Bidder and Las Animas County and thereby binds the 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 supply and delivery of materials, the contractor shall supply and deliver the same material at the unit price or a prorated lump sum 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 lump sum 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 the supply and delivery of ABC. 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.

**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 for material supply and delivery of ABC.

**1.14 Award Procedure**

Upon its determination of the lowest responsible lump sum Bid, the Las Animas County Board of County Commissioners shall sign the "**BID PROPOSAL, OFFER & AWARD**" submitted by the successful Bidder.

## **ARTICLE II - SPECIFICATIONS**

### **2.1 Standards**

For this project, Las Animas County shall 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**

Class 6 Aggregate Base Course (modified CDOT specification) shall be crushed and sized using conventional industry accepted equipment, which has been specifically designed and manufactured for the production of ABC as described below:

The produced and delivered Class 6 ABC shall specifically meet the requirements of 703.3 of the Colorado Department of Transportation Standard Specifications for Road and Bridge Construction most recent edition; specifically the application gradation and other requirements shown in Table 703-3 with the following modifications:

Sieve Size	Percentage by weight passing square mesh sieves
¾"	100
No. 4	50-78
No. 8	37-67
No. 40	13-35
No. 200	10-16
Plasticity Index	6-12

- In order to maintain the interlocking capability and therefore the ability to achieve compaction densities, no less than 50% of the crushed material retained on the No. 4 sieve shall have at least one (1) mechanically induced fractured face.
- The percent of material passing the No. 200 sieve shall be between 10% and 16% by weight.
- The ABC plasticity index shall be between the values 6 and 12 as tested per AASHTO T-89 and T-90 test procedures.
- The liquid limit for this type of material shall be less than 25.
- Only naturally occurring materials will be used. No slag, recycled concrete, asphalt, glass, etc., will be allowed.

Scale tickets from the weighing of ABC, per Section 109.01 of the CDOT Standard Specifications for Road and Bridge Construction, most recent edition, shall be delivered to the designated Las Animas County representative on a daily or per load basis as determined by County as ABC is delivered.

**2.3 Material Testing**

Las Animas County will contract with an independent testing laboratory to verify that ABC specifications are met. Testing frequency will be between every 500 and 1,000 tons delivered instead of 2,000 as per CDOT specifications or as the County deems necessary. Each test will represent that tonnage of ABC delivered beginning when the prior test was sampled in the field and will represent a "lot" as described in CDOT's specifications. Tests will be performed during work hours only. It is the successful Bidder's responsibility to give a minimum of seventy-two (72) hours notice to the County prior to the delivery of ABC. The successful Bidder shall pay for all failed tests and will be subjected to price adjustments or remove and replace or other options as per CDOT specifications. The successful bidder may want to perform additional testing he/she deems necessary to ensure compliance with material specifications.

**2.4 Discrepancies Between Solicitation Requirements and CDOT Standards**

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

**2.5 Quantities**

Material quantity listed within this solicitation is approximate only and is for the purpose of bid comparison. Payment shall be based on verified weigh scale tickets as established within this solicitation.

**ARTICLE III TERMS OF AGREEMENT**

**3.1 General**

By submitting a bid, 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. Bidder agrees to regard the terms and conditions set forth in this solicitation as contractual terms and conditions.

**3.2 Work Hours/Complete Delivery Deadline**

Deliveries shall be accepted at specified County road segments between the hours of 6:30 a.m. and 5:30 p.m., Monday through Friday, and shall be carefully coordinated with the County. No work shall be performed at night, holidays or weekends. In the event the County deems the aforementioned time frame not as efficient as other alternatives, the County may consider those alternatives.

**The successful Bidder must accomplish the complete supply and delivery of the ABC no later than 5:30 p.m. October 31, 2019.**

**3.3 Payment**

Extended totals are for the purpose of determining the lowest lump sum bid price. Payment will be made based upon the quantity of verified materials delivered to county road segments in accordance with awarded unit prices. The awarded unit prices shall be full compensation for all labor, materials, supplies, equipment, tools and all other things necessary to supply and deliver ABC as required by this solicitation. Payment to the successful Bidder shall be calculated from verified scale weight tickets only for ABC supplied and delivered to the identified County Road segments. The operator of each vehicle carrying material measured and paid for by weight shall obtain a scale ticket (certificate of correct weight) from the certified weigher and deliver the ticket to a County representative at the point of delivery of the material. County will retain, toward the end of the project, 5% of submitted 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 ABC supply and delivery remains incomplete.

**ARTICLE IV – CONTRACTOR RESPONSIBILITIES/INSURANCE REQUIREMENTS**

**4.1 Insurance**

Contractor 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 Contractor and all employees or subcontractors of the Contractor 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.
- C. Comprehensive Automobile Liability Insurance for all automotive equipment used in the performance of the Contract, both on and off the project site, and must include non-ownership and hired cars coverage. This insurance shall be written with personal injury and property damage limits at a combined single limit of not less than \$600,000.00 per accident. This insurance shall include uninsured/underinsured motorist coverage. Blanket contractual liability must be included. This insurance coverage must extend to all Subcontractors or proof of Subcontractor insurance must be provided.

**PROOF OF COVERAGE MUST BE SUBMITTED WITH THIS BID FORM OR  
PRIOR TO BID OPENING**

**4.2 Bonds**

Successful Bidder shall, at its sole cost and expense, **furnish the following bonds 10 days prior to the commencement of the project. 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. The successful bidder must be current with all Mine Safety and Health Administration rules, regulations and requirements.

**Construction Notes:**

- Because the ABC that will have been placed once the project commences will be impacted by the Bidder's delivery vehicles (vehicles) traveling over it to reach locations further down the road and the County's desire to keep these impacts (especially from loaded vehicles) to a minimum, each road segment will be done in phases. These phases will be set up such that the ABC will be placed to minimize the frequency which loaded vehicles will travel across already placed ABC.
- There will be no incentive payments on this project.
- Bidder will supply dust suppressant when requested.
- Bidder will work with the County to determine the sequence of material delivery to the County Road segment locations.
- County will not pay for ABC in stockpiles, only for ABC delivered to project County Road segments.
- Contractor's haul units must be able to deliver the ABC material in per mile yields (tons per mile) as directed by the County placing all of the ABC on the roadway. County will not accept delivered ABC from haul units that must increase speed to achieve desired yields. Haul units **must have adjustable dump gate(s)** to assist in achieving desired yields.

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**LAS ANIMAS COUNTY IFB No. 19-R003**  
**BID PROPOSAL, OFFER & AWARD**

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The undersigned Bidder, having examined and being fully aware of the requirements of IFB No. 19-R003, hereby proposes to supply and deliver ABC material as specified at the unit/extended total costs indicated below:

**BID SCHEDULE**

Bid Item	Road Number	Quantity (in tons)	Unit Price (per ton)	Extended Total
1	16.0 Long's Cyn	4200	\$	\$
2	67.7 Prospect	1800	\$	\$
3	68.8 & 67.4	7500	\$	\$
4	20.8 Old Sopris	8700	\$	\$
5	31.9 Upper Wet	18600	\$	\$

Total price: \$ \_\_\_\_\_

\_\_\_\_\_  
Company Name



**19-R003 AGGREGATE BASE COURSE SUPPLY AND DELIVERY TOTAL SUBMITTED BID**

**TOTAL 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

\_\_\_\_\_  
Tony C. Hass, Commissioner

\_\_\_\_\_  
Felix M. Lopez, Commissioner

