

**Request for Proposal**  
**2020 Class 6 and Chip Seal Cover Coat Material Purchase**

Ouray County is accepting sealed bids for the purchase of Class 6 and Chip Seal Cover Materials. Bid Packages can be downloaded from Ouray County's website at [www.ouraycountyco.gov](http://www.ouraycountyco.gov).

For further information, please contact Bill Frownfelter, Acting Ouray County Road and Bridge Superintendent (OR) at 970-708-1058 or [bfrownfelter@sehinc.com](mailto:bfrownfelter@sehinc.com) and/or Chad Rilling at 970-318-0160 or [crilling@ouraycountyco.gov](mailto:crilling@ouraycountyco.gov). All questions shall be in writing and emailed to Bill Frownfelter or Chad Rilling.

Submitted bids must be enclosed in a **sealed envelope** marked **"2020 Purchase of Class 6 and Chip Seal Cover Materials"** with the name of the bidder and mailed to **Ouray County Administration, P. O. Box C, Ouray, Colorado, 81427, or delivered by courier to 112 Village Square West, Suite 220, Ridgway, CO 81432 no later than Thursday, April 23, at 4:00 p.m.** Please return completed Attachment "A" (Company Information Sheet) and Attachment "B" (Gravel Pricing). Bids received after the time due will not be considered and will be returned to the bidder un-opened.

Published on: April 2, 2020

Posted on: March 31, 2020



Road & Bridge Department

# REQUESTS FOR PROPOSALS

**Bid Package**  
**Ouray County**

**2020**  
**Purchase of Class 6 and Chip Seal Cover Coat**  
**Materials**

**Bids Due**  
**Thursday, April 23, Time 4:00 p.m.**

**Location**  
**Ouray County Administration**  
**112 Village Square West, Suite 220**  
**Ridgway, CO 81432**

## **General Conditions**

Ouray County is accepting sealed bids for the purchase of Class 6 and Chip Seal Cover Materials. Bid Packages can be downloaded from Ouray County's website at [www.ouraycountyco.gov](http://www.ouraycountyco.gov).

For further information, please contact Bill Frownfelter, Acting Ouray County Road and Bridge Superintendent (OR) at 970-708-1058 or [bfrownfelter@sehinc.com](mailto:bfrownfelter@sehinc.com) and/or Chad Rilling at 970-318-0160 or [crilling@ouraycountyco.gov](mailto:crilling@ouraycountyco.gov). All questions shall be in writing and emailed to Bill Frownfelter or Chad Rilling.

## **Bidder Instructions**

Submitted bids must be enclosed in a **sealed envelope** marked **“2020 Purchase of Class 6 and Chip Seal Cover Materials”** with the name of the bidder and mailed to **Ouray County Administration, P. O. Box C, Ouray, Colorado, 81427, or delivered by courier to 112 Village Square West, Suite 220, Ridgway, CO 81432 no later than Thursday, April 23, at 4:00 p.m.** Please return completed Attachment “A” (Company Information Sheet) and Attachment “B” (Gravel Pricing). Bids received after the time due will not be considered and will be returned to the bidder un-opened.

A 5% bid security is required with the bid as outlined in C.R.S. 24-105-201. **The bid security shall be placed in a separate envelop marked “Bid Security”** that is either attached to the outside of the bid envelope or placed in a larger envelope that contains both the sealed bid envelope and the bid security envelope. Bids not including a bid security will not be considered and will be returned to the bidder un-opened.

Bids are to be submitted on the Bid Forms included within the bid package. Bidder must provide the Unit Bid Price, Extended Bid Price and Total Bid Price on the Bid Schedule Form. In case of discrepancy on the Bid Schedule Form, the Unit Bid Price governs.

Any bid questions must be received by 4 pm local time on April 16, 2020.

Any modifications to the Invitation to Bid package will be an Addendum and posted to the County website by 5 p.m. on April 17 and distributed to all known bidders. It is the responsibility of the bidder to verify if an addendum has been issued. Bidder shall acknowledge Addenda in the Bid and Addenda Acknowledgment section of the Bid Form.

## **General Conditions**

All bids shall be irrevocable for 45 days from the date of the bid opening.

The successful bidding Contractor will be required to enter into an agreement with Ouray County. A sample copy of the agreement is included in this bid package. The final contract negotiated with the successful bidder may be modified from this sample.

Contractor shall carry insurance coverage as outlined in the contract agreement.

Payment to Contractor will be made upon submission and approval of invoice(s). Payment will follow normal County payment processing cycles for issuance of checks.

### **Awarding of Bid**

Ouray County reserves the right to reject, for any reason whatsoever, any and all bids, and to waive any informality or irregularity in a bid. Awarding of the proposal is not based solely upon low quotation price, but on overall service, quality, and “best value” to the County in accordance with the Ouray County Purchasing Policy. The action to award a contract is subject to approval by the Board of County Commissioners. The submission of a bid does not in any way commit the County to enter into an agreement or contract with that bidder.

### **Required of Successful Bidder**

1. Furnish certificates of required insurance coverage.
2. Furnish a completed Form W-9 “Request for Taxpayer Identification Number and Certification”.
3. Enter into a contract agreement with the County, which includes Notification of Immigration Compliance Requirements and Certification by Contractor.
4. Furnish an Equal Employment Opportunity Certification letter.

### **Specifications**

1. The requested bids include all labor, materials, equipment and other items, except as specified herein, for the proper and timely execution of the Work, the terms and conditions of payment therefore, and all Work which may be reasonably inferable from the bid as being necessary to produce approximately 500 or more tons per year in crushed Class 6 gravel and 700 or more tons of Chip Seal cover coat material meeting Colorado Department of Transportation (CDOT) specifications for the sizes called for in this request for bids and as described in the CDOT 2019 “Standard Specifications for Road and Bridge Construction.”
2. The contract for providing class 6/chip seal cover material shall be for an initial term commencing upon award of the bid and continuing through the 2022 calendar year, subject to annual renewal for two successive years based upon the same terms and conditions with adjustment for cost based only upon the Denver-Boulder C.P.I.
3. The County is also seeking a cost for hauling material from the Contractor’s pit to the first 1.2 miles of Ouray County Road 1 south of State Highway 550. Cost for hauling shall take into consideration (a) an average to be used for the entire 1.2 mile section and (b) time spent waiting during the chip seal application process. Hauling cost shall include all equipment, fuel, and labor necessary to deliver the materials from the pit to the sight.
4. Tickets for all material hauled to the site shall be presented to the OR daily.
5. The OR will provide general administration of the Contract awarded and will be the County’s representative in the performance of the Work.

6. Materials shall be tested by the Contractor per CDOT standards and acceptance will be based on random samples taken as approved by the OR.
7. Consistent out-of-specification performance shall be sufficient grounds for termination of the contract and claim for damages.
8. All gravel shall be measured using certified scales to weigh trucks.
9. The successful bidder agrees that the Work to be performed is that of an independent contractor and not as an employee of the County. As an independent contractor, the contractor is not entitled to workers' compensation benefits, except as may be provided by the independent contractor nor to unemployment benefits. The contractor also will be obligated to pay all federal and state income tax on any moneys paid pursuant to any contract awarded the successful bidder.
10. The successful bidder agrees to supervise and direct the Work for which he/she is responsible, using his best skill and attention. If the successful bidder hires employees to perform the Work, the successful bidder shall, at all times, enforce strict discipline and good order among such employees and shall not employ on the Work site any unfit person or anyone not skilled in the task assigned to him. Furthermore, the successful bidder shall be responsible for the acts and omissions of all his employees and all other persons performing any of the Work as directed by the successful bidder. The successful bidder shall be required to comply with the terms of C.R.S. § 8-17.5-101, *et seq.*, "Illegal Aliens – Public contracts for Services".
11. Insurance:
  - a. The successful bidder must procure and maintain comprehensive general liability insurance naming Ouray County as an "additional insured" with maximum limits no less than one hundred fifty thousand dollars (\$150,000) per occurrence and six hundred thousand dollars (\$600,000) aggregate. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less the one million dollars (\$1,000,000) each occurrence and one million dollars (\$1,000,000) aggregate with respect to each of the successful bidder's owned, hired and non-owned vehicles assigned to or used in the performance of the Work pursuant to an awarded contract shall be procured and maintained by the successful bidder. This policy shall contain a severability of interest provision and shall name the County, its officers and employees as additional insureds. If the successful bidder has no owned automobiles, the requirement for comprehensive automobile liability insurance may be met by each employee of the successful bidder providing certificates to the County under the awarded contract. In addition, the successful bidder must procure and maintain Workers' Compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee engaged by the successful bidder in the performance of Work under a contract awarded to the successful bidder. Additional insurance shall be

procured and maintained as required by law, ordinance or governmental regulations, as amended from time to time.

b. Insurance required shall be obtained from companies qualified to do business in the State of Colorado with a general policyholder's financial rating of not less than "A" as set forth in the most current edition of "Best's Insurance Reports".

c. The successful bidder must provide evidence of such insurance coverages satisfactory to the County within seven (7) business days of receipt of the bid award. Certificates of insurance shall identify the awarded contract and shall provide that the coverages afforded under the policies shall not be cancelled, terminated, or materially changed without at least thirty (30) days prior written notice to the Ouray County Administrator, P. O. Box C, Ouray, Colorado 81427. All coverages shall be continuously maintained from the date of commencement of services. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Every insurance policy required shall be primary insurance and any insurance carried by the County, its officers, or its employees, shall be excess and not contributory insurance to that provided by the successful bidder. The required policies of insurance may provide for deductible amounts as the successful bidder may deem to be reasonable, but in no event greater than \$10,000.00 and the successful bidder shall be responsible for any deductible losses under any insurance policy.

d. Failure on the part of the successful bidder to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the County may immediately terminate its contract with the successful bidder. The successful bidder understands and agrees that the County will be relying on, and would not waive or intend to waive by any provision of the awarded contract, the monetary limitations (presently \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, (C.R.S. 24-10-101 et seq., as from time to time amended, or otherwise available to the County.

e. No additional insured endorsement to any policy shall contain any exclusion for bodily injury or property damage arising from completed operations.

12. The successful bidder shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He/she shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: 1) all employees of the successful bidder on the Work and other persons who may be affected thereby; 2) all the Work and all materials and equipment to be incorporated therein; and 3) other property at the site or elsewhere. He shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. All damage or loss to any property caused in whole or in part by the successful bidder performing the Work shall be the sole responsibility of the successful bidder.

13. To the fullest extent provided by law, the successful bidder agrees to indemnify and hold harmless the County, its officers, and its employees, from and against all liability, claims, and demands, on account of injury, loss or damage, which arise out of or are in any manner connected with the Work under the awarded contract, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of the successful bidder or any subcontractor of the successful bidder. The obligation of this provision shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission or other fault of the County, its officers, or its employees.
14. Payment for Services
  - a. Ouray County will make payment to the Contractor upon submission and approval of an invoice to the OR, which shall include weight tickets for gravel hauled from the Contractor's pit by the Contractor or the County. Payment of invoices shall follow normal County payment processing cycles for the issuance of checks.
  - b. Payments may be withheld on account of any and all of the following: 1) gravels not meeting specifications; 2) claims asserted or evidence which indicates probable assertion of claims; 3) failure of the successful bidder to make payments properly and timely to subcontractors or for labor, materials, or equipment; 4) damage to another contractor or County; 5) unsatisfactory prosecution of the Work by the successful bidder, or the successful bidder's subcontractors or employees.
  - c. The making of payment shall not constitute a waiver by the County of claims arising from: 1) unsettled claims; 2) faulty or defective Work appearing after substantial completion; 3) failure of the Work to comply with the requirements of the contract awarded; 4) terms of any special guarantees required by the contract awarded. The acceptance of payment shall constitute a waiver of all claims by the successful bidder except those previously made in writing and still unsettled.
15. The successful bidder agrees that pursuant to an awarded contract for the Work herein, the County may terminate such contract at any time for the County's convenience. The successful bidder shall be paid for work properly completed to the date of termination.
16. The successful bidder agrees to each and every term and condition as set forth in this Request for Quotation and each and every term and condition as set forth in the awarded contract. In the event of a conflict between the Request for Quotation and the awarded contract, the awarded contract shall control.
17. Ouray County reserves the right to accept or reject any or all bids as deemed in the best interests of the County. Awarding of the bid may not be based solely on low quotation prices, but on the overall service and past performance.
18. Any bid awarded and contract approved shall be subject to annual appropriations by the Board of County Commissioners of Ouray County, Colorado.

19. Contractor is responsible for operating in performance with all applicable regulations, including but not limited to Mine Safety & Health Administration (MSHA), Colorado Department of Public Health & Environment (CDPH&E), Division of Minerals & Geology (DMG), OSHA, Equal Employment Opportunity, Worker Compensation, Corps of Engineers, Environmental Protection Agency, O.S.H.A., M.S.H.A., and any other applicable regulation and all leasehold interest agreements at each pit site.



# Attachment "A"

## Company Information Sheet

Re: 2020 Purchase of Class 6 and Chip Seal Cover Materials

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

\_\_\_\_\_  
Address  
\_\_\_\_\_

\_\_\_\_\_  
Office Phone Number

\_\_\_\_\_  
Cell Phone Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Company Job Contact

\_\_\_\_\_

\_\_\_\_\_  
Representative Signature

\_\_\_\_\_  
Date



**Estimated availability date:** \_\_\_\_\_

# Attachment "B"

## 2020 Purchase of Class 6 and Chip Seal Cover Materials

### Gravel Size & Pricing

Class 6 Base Course Material (CDOT)..... \$ \_\_\_\_\_/ton

3/4" Chip Seal Cover Material (CDOT).....\$ \_\_\_\_\_/ton

3/8" Chip Seal Cover Material (CDOT).....\$ \_\_\_\_\_/ton

Hauling to Colona site (CR-1 north of SH 550).....\$ \_\_\_\_\_/ton

# AGREEMENT FOR THE PURCHASE OF CLASS 6 AND CHIP SEAL COVER COAT MATERIALS

THIS AGREEMENT, made this day of \_\_\_\_\_, 20\_\_ by and between the **Ouray County** with an address of **541 4<sup>th</sup> Street, P.O. Box C, Ouray, CO 81427** and Contractor Name with an address of \_\_\_\_\_ hereinafter called "Contractor".

WITNESSETH:

That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will commence and complete **Ouray County, 2020 Purchase of Class 6 and Chip Seal Cover Coat Materials** to include those items listed in the Contractor's Proposal Package dated \_\_\_\_\_, 2020. The Contractor will furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the Project described herein.
3. The Contractor will commence the work required by the Contract Documents within the required time period as provided in the Request for Proposal Information, and will complete the work within a time period as provided for on the Request for Proposal Form.
4. The Contractor agrees to perform all the Work described in the Contract Documents and comply with the terms therein for the sum of \_\_\_\_\_, as shown on the Proposal Form and within the Project Schedule. The parties understand that the sum set forth in the Proposal Form/Project Schedule is a maximum price, subject to change orders as set forth herein.
5. The term "Contract Documents" means and includes the following:
  - (A) Request for Proposal
  - (B) Request for Proposal Information
  - (C) Proposal Form
  - (D) Project Schedule
  - (E) Statement of Qualifications
  - (F) Schedule of Major Subcontractors
  - (G) Notice of Award
  - (F) Acceptance of Notice of Award
  - (G) Agreement
  - (H) Notice to Proceed
  - (I) Acceptance of Notice to Proceed

- (J) Change Orders
- (K) General Conditions and Supplementary Conditions
- (L) Special Provisions
- (M) Standard Specifications
- (N) Construction Drawings
- (O) Addenda

All of the referenced documents are included in this Agreement and are as fully a part of the Agreement as if repeated herein. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

6. Ouray County certifies that funds have been appropriated and will pay to the Contractor in the manner and at such time as set forth in the General Conditions and Special Conditions such amounts as required by the Contract Documents.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

8. All notices, consents and communications required under the Contract Documents shall be in writing and shall be deemed effective when hand delivered or when sent by certified mail, return receipt requested and correctly addressed as follows:

**Ouray County**  
**P.O. Box C**  
**Ouray, Colorado 81427**

Contractor:

---

---

---

9. The prevailing party in any action to interpret the terms of this Agreement or to enforce any of the rights, obligations or conditions of this Agreement shall collect all reasonable costs and expenses incurred, including, but not limited to, reasonable attorney fees.

10. The parties agree that an Independent Contractor relationship is created by this Agreement. Ouray County is interested only in the results to be achieved and the conduct and control of the work will lie solely with the Contractor. Contractor and its employees are

not to be considered agents or employees of Ouray County for any purpose, and it is specifically understood and agreed that the Contractor and its employees are not entitled to any of the benefits that the County provides for its employees. Therefore, it is agreed that none of the benefits provided by Ouray County to its employees, including, but not limited to, any federal or state withholding taxes, FICA, insurance in any form, retirement plans, worker's compensation, or unemployment compensation, are available from Ouray County to the Contractor under the terms of this Agreement.

11. This Agreement shall be interpreted in accordance with the laws of the State of Colorado. Any legal action brought by either party relating to this Agreement shall be brought in Ouray County District Court.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, four (4) copies of this agreement, each of which shall be deemed an original on the date first above written.

**Board of County Commissioners  
Ouray County, Colorado**

\_\_\_\_\_  
**Don Batchelder, Chair**

ATTEST:

\_\_\_\_\_  
Michelle Nauer, Ouray County Clerk and Recorder  
By: Hannah Hollenbeck, Deputy Clerk of the Board

**Contractor :**

\_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Notary Public**

**Print Title:** \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

Notary Expiration: \_\_\_\_\_