

Ouray County

2021 Crack Sealing Project



Request for Proposal

CONTRACT DOCUMENTS & SPECIFICATIONS

Date: August 26, 2021

REQUEST FOR PROPOSAL

Ouray County is accepting sealed proposals for the Ouray County **2021 Crack Sealing Project**. Proposal Package can be downloaded from Ouray County's website at www.ouraycountyco.gov.

For further information, please contact Ty Barger, Ouray County Road & Bridge Superintendent by email: tbarger@ouraycountyco.gov or 970-626-5391. All questions shall be in writing and emailed to Ty Barger.

Proposer Instructions

Two copies of the proposal must be submitted in a sealed envelope marked "2021 Crack Sealing Project" with the name of the proposer and mailed to: Ouray County Administration, P. O. Box C, Ouray, Colorado, 81427, or delivered by courier to 541 4th St, Ouray, CO 81427 to be RECEIVED no later than Thursday, September 9, 2021 at 4:00 p.m. Each sealed envelope containing a proposal must be plainly marked on the outside "**Ouray County 2021 Crack Sealing Project**" and the envelope should bear on the outside the name of the contractor and/or company, their address, and the bid opening date. Return the completed Attachment "A" (Company Information Sheet) and Attachment "B" (Pricing for Crack Sealing Project) in the proposal. Proposals received after the time due will not be considered and will be returned to the bidder un-opened.

A site walk is not mandatory but encouraged. The County will do a special walk-through with any interested contractors upon request to Ty Barger.

All questions relating to the bid must be submitted via e-mail to Ouray County by 9:00 a.m. Wednesday September 1, 2021. Emailed questions will be accepted at tbarger@ouraycountyco.gov. An addendum with answers, if required, will be available by 5:00 p.m. on Thursday September 2. If an addendum is issued the **contractor must acknowledge any and all addenda in the bid form in order to submit a qualifying bid.**

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 envelope 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. Proposals not including a bid security will not be considered and will be returned to the bidder un-opened.

Proposals are to be submitted on the Forms included (Attachments A & B) within the bid package. Bidder must provide the Unit Cost of Mobilization, Traffic Control and Crack Seal product and Total Bid Amount.

Proposer shall acknowledge Addenda (if applicable) 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 Proposal

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 properly apply crack seal material to designated County roads per Colorado Department of Transportation (CDOT) specifications.
2. The County is seeking a cost for applying approximately 40,000 pounds of crack seal material meeting the specifications. This estimate of material quantity is based on an assessment of all 35 centerline-miles of paved county road. Please note that a heat lance must be used when pavement temperatures are 32°F and below.

3. Ouray County's Owner Representative (OR) will provide general administration of the Contract awarded and will be the County's representative in the performance of the Work.
4. Materials shall be tested by the Contractor per CDOT standards and acceptance will be based on random samples taken as approved by the OR (or his designee).
5. Consistent out-of-specification performance shall be sufficient grounds for termination of the contract and claim for damages.
6. 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.
7. 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".
8. **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.

9. 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/she 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.

10. 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.

11. 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 tickets for emulsion hauled to the site. 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) emulsions 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.

12. Bonding

A Penal (Payment) Bond / Performance Bond for 100% of the contract shall be obtained prior to the start of work naming Ouray County as the beneficiary of the Bond if the contractor does not complete the work. One bond will be sufficient for this requirement. A 10% retainage will be required until one-half of the work is completed. Thereafter, no additional retainage shall be held if, in the County's opinion, satisfactory progress is being made by Contractor on the Project. The retainage must be held until final payment procedures are followed. The terms of the Performance Bond shall be such that it will remain in effect for at least one year after final acceptance of the project and will be effective as a warranty bond during such period. If the terms of the Performance Bond are not such that it may be effective as a warranty bond, County may require a separate warranty bond at the completion of the project.

13. Contractor shall warranty all work for one year after completion of the work.

14. 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.
15. The successful bidder agrees to each and every term and condition as set forth in this Request for Proposals and each and every term and condition as set forth in the awarded contract. In the event of a conflict between the Request for Proposals and the awarded contract, the awarded contract shall control.
16. 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.
17. Any contract awarded shall be subject to annual appropriations by the Board of County Commissioners of Ouray County, Colorado.

Attachment "A"

Company Information Sheet

Re: 2021 Crack Sealing Project

(Print Clearly)

Company Name

Address

Office Phone Number

Cell Phone Number

Email Address

Company Representative

Representative Title

Representative Signature

Date



Attachment "B"

Crack Seal Pricing

Ouray County, 2021 Crack Sealing, Bid Schedule					
ITEM#	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL AMOUNT
101	Mobilization	Lump Sum	1		
102	Traffic Control	Lump Sum	1		
103	Crack Seal	Pounds	40,000		
Total Crack Sealing Bid					

References:

Please list three (3) references who can verify your performance as a Vendor.

Government/Company Address	Contact Person and Title	Telephone	Email
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

NOTICE OF AWARD

_____, 2021

Re: **Ouray County, 2021 Crack Sealing Project**

Dear: Sir or Madam

You are hereby notified that Ouray County has accepted your bid for the above-referenced project in the amount of \$

Within seven (7) calendar days, you are required to provide the following items to Ouray County, or their representative, PO Box C, 541 4th Street, Ouray, CO 81427.

- a. Executed Acceptance of Notice of Award (Page 2 of this Notice of Award);
- b. Executed Agreement/Contract (2 originals – must be notarized);
- c. Certificate of Insurance **NAMING** Ouray County **AS AN ADDITIONAL INSURED** and which contains a Notice of Cancellation clause which is absolute and does **not** contain language such as “endeavor to” notify or “failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.” If standard certificate is used with such language crossed out, representative shall **initial and date said deletions**.
- d. Proof of Workers’ Compensation coverage;
- e. Payment and Performance Bonds, as included as an ADD ON to the Bid;
- f. Completed W-9.

If you fail to return the above-described items within seven (7) calendar days, from the date of this Notice of Award, Ouray County will be entitled to consider all your rights arising out of the acceptance of your bid as abandoned. Ouray County will be entitled to such other rights as may be granted by law.

Sincerely,

Ouray County

ACCEPTANCE OF NOTICE OF AWARD

Ouray County, 2021 Crack Sealing Project

Receipt of the Notice of Award is hereby acknowledged on this day of _____ 2021.

By _____

Signature _____

Title _____

Company _____

Please execute and return this form with the contract, Certificates of Insurance, bonds, and completed W-9 in one envelope to:

Ouray County
County Administrator
PO Box C
541th Street
Ouray, CO 81427

DRAFT AGREEMENT

THIS AGREEMENT, made this day of _____, 20__ by and between the **Ouray County** with an address of **541 4th 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, 2021 Chip Sealing Project** to include those items listed in the Contractor's Proposal Package dated _____, 2021. 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 Bid Schedule. The parties understand that the sum set forth in the Proposal Form/Bid 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) Company Information and Pricing (Attachment A & B)
 - (D) Notice of Award
 - (E) Acceptance of Notice of Award
 - (F) Agreement
 - (G) Notice to Proceed
 - (H) Change Order

(I) 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:

To be filled out at time of execution

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.

Ouray County

By: _____

Ben Tisdell, Chair

Board of County Commissioners

(SEAL)

ATTEST:

Name: _____
(Please type)

Title: _____

Contractor : _____

By: _____

Print Name: _____

Print Title: _____

(SEAL)
ATTEST:

Name: _____
(Please type)

Title: _____

NOTICE TO PROCEED

DATE:

Re: Ouray County, 2021 Chip Sealing Project

Dear _____:

The date of Notice to Proceed for the above project is:

In accordance with the Agreement dated _____, you are hereby notified to commence work within twenty eight (28) calendar days after the Notice to Proceed, hence on or before _____.

You are to complete the work by November 26, 2021.

Sincerely,

County Engineer
Ouray County

ACCEPTANCE OF NOTICE TO PROCEED

Receipt of the Notice to Proceed is hereby acknowledged on this _____ day of _____, 2021.

By _____ Title

_____ Company

Please complete and return this form within seven days to:

Ouray County
C/O County Administrator
PO Box C
541 4th Street
Ouray, CO 81427

Ouray County
2021 Crack Sealing Project

CHANGE ORDER No. _____

Project: 2021 Crack
Sealing Project
Date of issuance:

Owner: Ouray County
Effective Date:

Contractor is hereby instructed to proceed with the following changes:

Description of changes

Purpose of the Change Order:

Original Contract Price	\$
Net change by previous Change Orders	\$
Contract Sum prior to this Contract Modification	\$
Contract Sum will have decreased (per itemization above)	\$
New Contract Sum including this Contract Modification	\$

Change in contract time: _____

Recommended:

Engineer

By: _____
(Authorization signature)

Owner

By: _____
(Authorization signature)

Accepted:

Contractor

By: _____
(Authorization signature)

Accepted:

SPECIAL PROVISIONS

Ouray County 2021 Crack Sealing Improvements

Project Description

- A. **Scope:** The scope of work for this Project is limited to crack sealing County Roads.

General Items

- A. The County Road and Bridge Superintendent will be the Project Manager and main point of contact for this project, and will serve as Ouray County designee, Ouray County Road and Bridge Department designee, or County Representative in the contract documents. Designated members of the Ouray County Road and Bridge Department may also serve as inspectors on the project.
- B. Contractor shall provide the following submittals to the County for the project:
- Crack Seal Material
 - Traffic Control Plan
- C. Cost for these, and any other required submittals shall be incidental to the proposal items they are associated with.

Schedule

Contractor shall provide a rough schedule for the work with this proposal. Start date is flexible, but once started, work shall be completed as expeditiously as possible. Work shall be completed by November 26, 2021.

Line Item Descriptions

101. Mobilization

Description: Includes all labor, materials, and equipment costs to mobilize for the project including such items as moving equipment, trucks, and personnel both to the site and off of the site upon completion of the work. All expenses for which there are no specific pay items such as permits, bonds, project coordination, materials and quality control testing coordination, storage of materials, removal and disposal of construction debris and temporary supplies, including power, telephone, and temporary offices necessary for the execution of the work, shall be included in this proposal item. All work and testing for the work shall conform to the Project's Standard Specifications. The staging area and surrounding disturbed areas are to be returned to their original condition. Selection and payment of a firm for materials and quality control testing shall be the responsibility of Ouray County.

Pay Item: Payment shall be based on the percentage completion of the entire job as determined by the total amount paid to date for all line items excluding items 101 and 102 divided by the total contract amount excluding items 101 and 102 including change orders.

SPECIAL PROVISIONS

102. Traffic Control

Specifications: Per Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, 2019 Edition and the MUTCD.

Description: Includes all labor, materials, and equipment costs associated with all necessary traffic control for the Crack Sealing Operation. Traffic control shall meet all Colorado Department of Transportation and the Manual of Uniform Traffic Control Devices requirements.

Ouray County shall be responsible for individual notifications of those who live along the routes.

Pay Item: Payment shall be based on the percentage completion of the entire job as determined by the total amount paid to date for all line items excluding items 101 and 102 divided by the total contract amount excluding items 101 and 102 including change orders.

103. Crack Sealing of Roads

Specifications: Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, 2019 Edition, Sections 408 and Subsection 702.04.

Description: Includes all labor, materials, and equipment costs associated with properly cleaning of cracks and filling the cracks as described in Subsection 408.03 of the CDOT standards

Work shall include the cost of equipment and labor necessary to properly crack seal approximately 35 miles of roads.

Please note that a heat lance must be used when pavement temperatures are 32°F and below.

Pay Item: Measurement and payment will be based on a per pound basis for crack seal material applied. Estimated quantity is 40,000 pounds.