

Ouray County

CDOT Standard Class 6 Aggregate
Base Course 2022

Request for Proposals



CONTRACT DOCUMENTS
&
SPECIFICATIONS

Date: April 27, 2022

REQUEST FOR PROPOSALS

Ouray County is accepting sealed proposals for **CDOT Standard Class 6 Aggregate Base Course 2022**. 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, who also serves as Ouray County's Owner Representative (OR).

Proposing Contractor Instructions

Submit TWO copies of the proposal each enclosed in a **sealed envelope** marked "**CDOT Standard Class 6 Aggregate Base Course 2022**" with the name of the Contractor and/or company, their address, and the proposal due date of April 27, 2022. Mail to **Ouray County Administration, P. O. Box C, Ouray, Colorado, 81427**, or delivered by courier to **541 4th St, Ouray, CO 81427** and received no later than **Thursday, April 27, 2022 at 3:00 p.m.** Please return completed Attachment "A" (Company Information Sheet) and Attachment "B" (Pricing). Proposals received after the time due will not be considered and will be returned to the Contractor un-opened.

All questions relating to the proposal must be submitted via e-mail to Ouray County by 9:00 a.m. Tuesday, April 19, 2022. 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, April 21, 2022.* **If an addendum is issued, the Contractor must acknowledge any and all addenda in order to submit a qualifying proposal.**

A complete proposal package must include Attachments A and B and any addenda.

General Conditions

All proposals shall be irrevocable for 45 days from the date of the proposal opening.

The successful proposing Contractor will be required to enter into agreements with Ouray County. A sample copy of the agreement is available upon request.

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

Payments to the Contractor will be made upon submission and approval of invoice(s). Payments 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 proposals, and to waive any informality or irregularity in a proposal. *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 proposal does not in any way commit the County to enter into an agreement or contract with that Contractor.

Required of Successful Proposing Contractors

1. Furnish certificates of required insurance coverage naming “Ouray County” as additionally insured.
2. Furnish a completed Form W-9 “Request for Taxpayer Identification Number and Certification”.

Specifications

1. General Information

- 1.1 It is the intent of Ouray County to retain a qualified Contractor to provide CDOT Standard Class 6 Aggregate Base Course.
- 1.2 It is estimated that the total amount of CDOT Standard Class 6 Aggregate Base Course required by Ouray County for the initial term is approximately 15,000 tons.
- 1.3 Project locations for the resulting contract are to be determined at the times orders are placed, and will be categorized in one of the following ways:
 - 1.3.1 Product supplied from the Contractor’s aggregate pit (Origin); or,
 - 1.3.2 Product hauled and delivered by the Contractor’s trucks to one (or more) of the following locations:
 - 1.3.2.1 Ouray County Gravel Pit (23010 US Highway 550, Montrose, CO 81403); or,
 - 1.3.2.2 2022 County Road One (CR-1) chip seal work site (southern limit: 4652 CR-1).
- 1.4 Requested Delivery Period:
 - 1.4.1 First 10,000 tons – no later than June 15, 2022; and,
 - 1.4.2 Remaining 5,000 tons – no later than July 1, 2022.
- 1.5 The contract is for non-federal funded projects only.
- 1.6 Contract will be awarded to the Contractor whose proposal substantially meets all the required specifications, duties, terms and conditions as defined in these specifications and related proposal documents and whose pricing is determined to be fair and reasonable.
- 1.7 Contract will be effective upon execution for a one (1) year period with the option for up to four (4) one (1) year renewal periods upon mutual consent of all parties.
- 1.8 Any deviation from these specifications or any other proposal document must be submitted on company letterhead to Ouray County’s Owner Representative (**OR**).
- 1.9 Contractors should thoroughly read and understand the Scope of Work, responsibilities

and all other specific requirements herein needed to provide CDOT Standard Class 6 Aggregate Base Course prior to submitting a proposal.

1.10 All proposed pricing shall include all labor, mobilization, materials, and equipment.

2. Scope of Work

2.1 To provide all required supervision, labor, tools, equipment, services, insurance, experience and expertise to perform Work as specified herein in a safe, timely and efficient manner.

2.2 **Work** may involve any combination of the following:

2.2.1 Product delivered by the Contractor's trucks to one (or more) locations within Ouray County; or,

2.2.2 Product supplied from the Contractor's aggregate pit (Origin).

2.3 The estimated total amount of product for the term of the contract(s) is an approximate amount only and Ouray County does not guarantee any dollar amount or order quantity for the term of the contract.

2.4 Contractual Work performed will be determined by actual need for such Work and the available funding to have such contractual Work done.

3. Responsibilities of the Contractor

3.1 The Contractor is legally responsible for damage to public and/or private property while performing Work outlined in these specifications.

3.2 Any damage to Ouray County's property and/or private property shall be reported to the OR.

3.3 All motor vehicles and other major equipment used by the Contractor to perform contractual Work shall be clearly identified with the name of their company.

4. Responsibilities of Ouray County. Ouray County will provide the following:

4.1 Addresses and/or locations of designated Work areas.

4.2 Instructions relative to the extent and priority of the Work needing to be performed.

4.3 Phone numbers of County personnel who will be assigning Work and performing contract administration.

5. Invoicing Procedures

5.1 Payments will be made according to actual Work performed, since these totals may vary from estimated quantities.

5.1.1 Billing will only be done for Work completed and/or product delivered.

5.2 Invoices for payment shall be submitted within twenty (20) days of completion of assigned Work and must include the following:

5.2.1 Company name and address;

5.2.2 Locations of where completed Work was performed;

5.2.3 **Stamped weight tickets for each load of product delivered and/or supplied;**
and,

5.2.4 Total amount due.

5.3 All billing statements or invoices submitted for payment shall be original.

5.4 The OR will verify that all costs on the invoice(s) match the amounts on the Pricing sheet (Attachment B) prior to approving payment.

6. The successful Contractor 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 Contractor.

7. Insurance

- 7.1 The successful Contractor must procure and maintain comprehensive general liability insurance naming Ouray County as an "additional insured" with maximum limits no less than three-hundred fifty thousand dollars (\$350,000) per occurrence and nine-hundred ninety thousand dollars (\$990,000) aggregate. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000) each occurrence and one million dollars (\$1,000,000) aggregate with respect to each of the successful Contractor'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 Contractor. This policy shall contain a severability of interest provision and shall name the County, its officers and employees as additional insureds. If the successful Contractor has no owned automobiles, the requirement for comprehensive automobile liability insurance may be met by each employee of the successful Contractor providing certificates to the County under the awarded contract. In addition, the successful Contractor 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 Contractor in the performance of Work under a contract awarded to the successful Contractor. Additional insurance shall be procured and maintained as required by law, ordinance or governmental regulations, as amended from time to time.
- 7.2 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".
- 7.3 The successful Contractor must provide evidence of such insurance coverages satisfactory to the County within seven (7) business days of receipt of the proposal 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 Contractor. The required policies of insurance may provide for deductible amounts as the successful Contractor may deem to be reasonable, but in no event greater than \$10,000.00 and the successful Contractor shall be responsible for

any deductible losses under any insurance policy.

7.4 Failure on the part of the successful Contractor 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 Contractor. The successful Contractor 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 \$350,000 per person and \$990,000 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.

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

8. The successful Contractor 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 Contractor 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 Contractor performing the Work shall be the sole responsibility of the successful Contractor.

9. To the fullest extent provided by law, the successful Contractor 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 Contractor or any sub-contractor of the successful Contractor. 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.

10. Payment for Services

10.1 Ouray County will make payment to the Contractor upon submission and approval of an invoice to the OR. Payment of invoices shall follow normal County payment processing cycles for the issuance of checks.

10.2 Payments may be withheld on account of any and all of the following: 1) claims asserted or evidence which indicates probable assertion of claims; 2) failure of the successful Contractor to make payments properly and timely to sub-contractors or for labor, materials, or equipment; 3) damage to another contractor or County; 4) unsatisfactory prosecution of the Work by the successful Contractor, or the successful Contractor's sub-contractors or employees.

10.3 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 Contractor except those previously made in writing and still unsettled.

11. The successful Contractor 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 Contractor shall be paid for Work properly completed to the date of termination.
12. The successful Contractor 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.
13. Ouray County reserves the right to accept or reject any or all proposals as deemed in the best interests of the County. Awarding of the proposal may not be based solely on low quotation prices, but on the overall service and past performance.
14. Any contract awarded shall be subject to annual appropriations by the Board of County Commissioners of Ouray County, Colorado.

Attachment "A"
CDOT Standard Class 6 Aggregate Base Course 2022
Ouray County, Colorado

Company Information Sheet
(Print Clearly)

Company Name

Address

Office Phone Number

Cell Phone Number

Email Address

Company Job Contact

Representative Signature

Date



Estimated delivery period:

- First 10,000 tons – no later than June 15, 2022
- Remaining 5,000 tons – no later than July 1, 2022

Attachment "B"

Pricing – CDOT Standard Class 6 Aggregate Base Course 2022 Ouray County, Colorado

Line Item	Description	Price per ton (\$)
1	Product supplied from Contractor's Aggregate Pit (origin)	
2	Product delivered to <u>Ouray County Gravel Pit</u> (23010 US Highway 550, Montrose, CO 81403)	
3	Product delivered to <u>2022 CR-1 chip seal work site</u> (southern limit: 4652 CR-1)	

Contractor acknowledges receipt of any and all addenda, nos. _____ through _____.

Contractor / Representative _____ Date _____

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

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