



**CITY OF FORT COLLINS  
INVITATION TO BID  
BID 6045 Asphalt Supply**

**BID OPENING: 3:00 p.m. (our clock), March 30, 2007**

The City is requesting bids to provide the City of Fort Collins with hot mixed asphaltic concrete to be picked up by the City or representatives, at the contractors asphalt plant.

Sealed bids will be received and publicly opened at the office of the Director of Purchasing and Risk Management, PO Box 580, 215 North Mason St., 2nd floor, Fort Collins, Colorado 80522, at the time and date noted on the bid proposal and/or contract documents. If delivered, they are to be sent to 215 North Mason Street, 2<sup>nd</sup> Floor, Fort Collins, Colorado 80524. If mailed, the address is P.O. Box 580, Fort Collins, 80522-0580.

**Bids must be received at the Purchasing Office prior to 3:00 p.m. (our clock), March 30, 2007.**

Questions concerning the scope of the bid should be directed to Project Manager Rick Richter (970) 221-6798.

Questions regarding bid submittal or process should be directed to John D. Stephen, CPPO, CPPB, Senior Buyer (970) 221-6777.

**A copy of the Bid may be obtained as follows:**

1. Download the Bid from the Purchasing Webpage, Current Bids page, at: <https://secure2.fcgov.com/bsol/login.jsp>.
2. Come by Purchasing at 215 North Mason St., 2nd floor, Fort Collins, and request a copy of the Bid.

**Special Instructions**

All bids must be properly signed by an authorized representative of the company with the legal capacity to bind the company to the agreement. Bids may be withdrawn up to the date and hour set for closing. Once bids have been accepted by the City and closing has occurred, failure to enter into contract or honor the purchase order will be cause for removal of supplier's name from the City of Fort Collins' bidders list for a period of twelve months from the date of the opening. The City may also pursue any remedies available at law or in equity. Bid prices must be held firm for a period of forty-five (45) days after bid openings.

Submission of a bid is deemed as acceptance of all terms, conditions and specifications contained in the City's specifications initially provided to the bidder. Any proposed modification must be accepted in writing by the City prior to award of the bid.

Only bids properly received by the Purchasing Office will be accepted. All bids should be clearly identified by the bid number and bid name contained in the bid proposal.

No proposal will be accepted from, or any purchase order awarded, to any person, firm or corporation in default on any obligation to the City.

Bids must be furnished exclusive of any federal excise tax, wherever applicable.

Bidders must be properly licensed and secure necessary permits wherever applicable.

Bidders not responding to this bid will be removed from our automated vendor listing for the subject commodities.

The City may elect where applicable, to award bids on an individual item/group basis or on a total bid basis, whichever is most beneficial to the City. The City reserves the right to accept or reject any and all bids, and to waive any irregularities or informalities.

**Sales prohibited/conflict of interest:** no officer, employee, or member of City Council, shall have a financial interest in the sale to the City of any real or personal property, equipment, material, supplies or services where such officer or employee exercises directly or indirectly any decision-making authority concerning such sale or any supervisory authority over the services to be rendered.

This rule also applies to subcontracts with the City. Soliciting or accepting any gift, gratuity, favor, entertainment, kickback or any items of monetary value from any person who has or is seeking to do business with the City of Fort Collins is prohibited.


**Freight terms:** unless otherwise noted, all freight is F.O.B. Destination, Freight Prepaid. All freight charges must be included in prices submitted on proposal.

**Discounts:** any discounts allowed for prompt payment, etc., must be reflected in bid figures and not entered as separate pricing on the proposal form.

**Purchasing restrictions:** your authorized signature of this bid assures your firm's compliance with the City's purchasing restrictions. A copy of the resolutions is available for review in the Purchasing Office or the City Clerk's Office. Request Resolution 91-121 for cement restrictions.

**Collusive or sham bids:** any bid deemed to be collusive or a sham bid will be rejected and reported to authorities as such. Your authorized signature of this bid assures that such bid is genuine and is not a collusive or sham bid.

**Bid results:** for information regarding results for individual bids send a self-addressed, self-stamped envelope and a bid tally will be mailed to you. Bid results will be posted in our office 7 days after the bid opening.

  
James B. O'Neill II, CPPO, FNIGP  
Director of Purchasing and Risk Management

City of Fort Collins  
Bid 6045 Asphalt Supply

BID OPENING: March 30 2007, 3:00 p.m. (Our clock)

**WE HEREBY ENTER OUR BID FOR THE CITY OF FORT COLLINS, REQUIREMENTS FOR ASPHALT SUPPLY 2007 PER BID INVITATION, ATTACHED SPECIAL INSTRUCTIONS, AND ANY REFERENCED SPECIFICATIONS:**

The City is requesting bids to provide the City of Fort Collins with hot mixed asphaltic concrete to be picked up by the City or representatives, at the contractors asphalt plant.

The Colorado Division of Transportation "Standard Specification for Road and Bridge Construction" 2005, including all Supplemental Specifications, as well as the current version of the Larimer County Urban Area Street Standards are made part of this contract by this reference, except as revised herein, and hereby adopted as the minimum Standard Specification of compliance for this contract.

Quantities are estimates only and will be used for bidding and award purposes only. The City reserves the right to award to more than one Contractor. The City reserves the right to award on cost per ton plus lowest transportation costs to the job and availability of material. Any substandard asphalt product may be rejected by the City. Contractor must have silo storage capabilities of a minimum of 300 ton.

Awarded contractor must enter into the attached service agreement (for your review) and provide the required insurance (Exhibit B). This agreement is effective for one year from the date on the service agreement. At the option of the City, the Agreement may be extended for additional one year periods not to exceed four (4) additional one year periods. Pricing changes shall be negotiated by and agreed to by both parties and may not exceed the Denver - Boulder CPI-U as published by the Colorado State Planning and Budget Office.

The awarded Contractor must supply asphalt as requested by the City departments on demand, when a 12 hour notice is given. This applies to pickups Monday through Saturday and occasionally at night. City crews shall not be kept waiting for loading of asphalt for a period longer than fifteen (15) minutes and should alternate when loading if Contractors trucks are waiting. The transportation adjustment factor will consider tons/mile to compensate for shipping costs associated with asphalt plants located outside the Fort Collins city limits.

The City may require testing of the work, including materials, products, processes and equipment. The costs for tests not required elsewhere by these specifications shall be paid by the City where such tests show compliance with the Contract Documents; otherwise the costs shall be paid by the Contractor.

Any products, materials and equipment condemned or rejected by the City or it's authorized inspector because of nonconformity with the Contract Documents may be removed or reduced in price as provided in the Standard Specifications. Any costs to remove and replace non-conforming materials, shall be borne by the Contractor.

The City, and authorized government agents, and their representatives shall at all times be provided safe access to the Contractors asphalt plant; and the Contractor shall provide facilities for such access and for inspection.

BID 6045 Asphalt Supply

**BID SCHEDULE**

<b>ITEM NO.</b>	<b>ITEM DESCRIPTION</b>	<b>ESTMATED QUANTITY</b>	<b>UNIT PRICE</b>
403.20	HBP Grading SX 75 PG 58-28 Binder	3,000 Ton	(\$ ) per Ton
403.30	HBP Grading S 100 PG 58-28 Binder	24,000 Ton	(\$ ) per Ton
403.35	HBP Grading S 100 PG 64-28 Binder	20,000 Ton	(\$ ) per Ton
403.40	HBP Grading SG 100 PG 58-28 Binder	63,000 Ton	(\$ ) per Ton

**Firm Name** \_\_\_\_\_  
(Are you a corporation, DBA, Partnership, LLC, PC)

**Signature** \_\_\_\_\_ **PRINTED NAME** \_\_\_\_\_

**Title** \_\_\_\_\_

**Address** \_\_\_\_\_  
\_\_\_\_\_

**Phone/Fax** \_\_\_\_\_

## SPECIFICATIONS

The Colorado Department of Transportation "Standard Specifications for Road and Bridge Construction", 2005, and the current Larimer County "Urban Area Street Standards" (hereafter referred to as the "Standard Specifications") are made a part of the Contract by this reference, except as revised herein, and are hereby adopted as the minimum Standard Specifications of Compliance for this project.

### Section 401 of the Standard Specifications is hereby revised as follows:

- The following paragraph shall be deleted from Subsection 401.02 of the Standard Specifications:

(a)(4) "A sufficient quantity of each aggregate, mineral filler, reclaimed material, and additive for the required Laboratory tests."

- Subsection 401.02 is hereby revised to include the following:

Requests made in writing by the Contractor for changes in the job mix formula will be considered by the Engineer. A job mix formula shall be determined by the Contractor and submitted to the Engineer for approval a minimum of one week prior to the beginning of construction for each proposed change. The Contractor shall provide the Engineer with a report from an independent testing laboratory acceptable to the Engineer. The report shall state the Superpave properties, optimum oil content, job mix formula and recommended mixing and placing temperatures. The costs for all job mix formulas shall be the responsibility of the Contractor.

If the Contractor uses more than three (3) job mix formulas for a type of plant mix pavement used, the City may charge the Contractor for testing and evaluation of the mix designs, including the costs for calibration.

Mix design verification testing shall be the responsibility of the Contractor. A minimum of one verification per mix design or one per 10,000 ton of mix used shall be provided to confirm oil content, gradation, air voids, VMA, and stability.

### Section 403 of the Standard Specifications is hereby revised as follows:

- Subsection 403.01 is revised to include the following:

This work shall consist of supplying HBP to the City of Fort Collins. This material shall be picked up by The City of Fort Collins at the suppliers plant site. The materiel shall include Grading SX, Grading S, and Grading SG Hot Bituminous Pavement, according to the current Colorado Department of Transportation Design Criteria and the Larimer County Urban Area Street Standards or as specified hear-in.

- Subsection 403.02 is revised to include the following:

**Laboratory Mix Design - SHRP Mix, Grading S, SX, SG** - The mix design shall be prepared by an independent laboratory acceptable to the Engineer. The criterion for the mix design is as follows:

- Designed according to most recent set of SUPERPAVE Specifications available at the time
- A request made in writing by the Contractor for changes in the job mix formula will be considered by the Engineer.
- The design mix for Grading S, SX, and SG shall conform to the current Larimer County Urban Area Street Standards and the following:

Property	Test Method	Grading S	Grading SG	Grading SX
Minimum Dry Split Tensile Strength, kPa (psi)	CPL 5109 Method B	205 (30)	205 (30)	205 (30)
Grade of Asphalt Cement		PG 64-28 PG 58-28	PG 58-28	PG 58-28
Voids in the Mineral Aggregate (VMA) % minimum	CP 48	(a)	(a)	(a)
Voids Filled with Asphalt (VFA) %	AI MS-2	(a)	(a)	(a)

(a) Current CDOT Design Criteria

- Subsection 403.05 is revised to include the following:

The accepted quantities will be paid for at the contract unit price for each of the pay items listed below:

<u>Pay Item</u>	<u>Unit</u>
403.20 HBP Grading SX 75 PG 58-28 Binder	Ton
403.30 HBP Grading S100 PG 58-28 Binder	Ton
403.35 HBP Grading S100 PG 64-28 Binder	Ton
403.40 HBP Grading SG100 PG 58-28 Binder	Ton

The above prices and payments shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in providing Hot Bituminous materials, complete, as specified in these specifications, and as directed by the Engineer.

SERVICES AGREEMENT

THIS AGREEMENT made and entered into the day and year set forth below by and between THE CITY OF FORT COLLINS, COLORADO, a Municipal Corporation, hereinafter referred to as the "City" and \_\_\_\_\_, hereinafter referred to as "Service Provider".

WITNESSETH:

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the parties hereto as follows:

1. Scope of Services. The Service Provider agrees to provide services in accordance with the scope of services attached hereto as Exhibit "A", consisting of \_\_\_\_\_ pages and incorporated herein by this reference.

2. Contract Period. This Agreement shall commence \_\_\_\_\_, and shall continue in full force and effect until \_\_\_\_\_, unless sooner terminated as herein provided.

3. Delay. If either party is prevented in whole or in part from performing its obligations by unforeseeable causes beyond its reasonable control and without its fault or negligence, then the party so prevented shall be excused from whatever performance is prevented by such cause. To the extent that the performance is actually prevented, the Service Provider must provide written notice to the City of such condition within fifteen (15) days from the onset of such condition.

4. Early Termination by City/Notice. Notwithstanding the time periods contained herein, the City may terminate this Agreement at any time without cause by providing written notice of termination to the Service Provider. Such notice shall be delivered at least fifteen (15) days prior to the termination date contained in said notice unless otherwise agreed in writing by the parties. All notices provided under this Agreement shall be effective when mailed, postage prepaid and sent to the following addresses:

**City:**  
City of Fort Collins  
Attn: Purchasing  
PO Box 580

**Service Provider:**

Fort Collins, CO 80522

In the event of early termination by the City, the Service Provider shall be paid for services rendered to the date of termination, subject only to the satisfactory performance of the Service Provider's obligations under this Agreement. Such payment shall be the Service Provider's sole right and remedy for such termination.

5. Contract Sum. The City shall pay the Service provider for the performance of this Contract, subject to additions and deletions provided herein, per the attached Exhibit "A", consisting of \_\_\_\_\_ pages, and incorporated herein by this reference.

6. City Representative. The City will designate, prior to commencement of the work, its representative who shall make, within the scope of his or her authority, all necessary and proper decisions with reference to the services provided under this agreement. All requests concerning this agreement shall be directed to the City Representative.

7. Independent Service provider. The services to be performed by Service Provider are those of an independent service provider and not of an employee of the City of Fort Collins. The City shall not be responsible for withholding any portion of Service Provider's compensation hereunder for the payment of FICA, Workmen's Compensation or other taxes or benefits or for any other purpose.

8. Personal Services. It is understood that the City enters into the Agreement based on the special abilities of the Service Provider and that this Agreement shall be considered as an agreement for personal services. Accordingly, the Service Provider shall neither assign any responsibilities nor delegate any duties arising under the Agreement without the prior written consent of the City.

9. Acceptance Not Waiver. The City's approval or acceptance of, or payment for any of the services shall not be construed to operate as a waiver of any rights or benefits provided to the City under this Agreement or cause of action arising out of performance of this Agreement.



10. Warranty.

- (a) Service Provider warrants that all work performed hereunder shall be performed with the highest degree of competence and care in accordance with accepted standards for work of a similar nature.
- (b) Unless otherwise provided in the Agreement, all materials and equipment incorporated into any work shall be new and, where not specified, of the most suitable grade of their respective kinds for their intended use, and all workmanship shall be acceptable to City.
- (c) Service Provider warrants all equipment, materials, labor and other work, provided under this Agreement, except City-furnished materials, equipment and labor, against defects and nonconformances in design, materials and workmanship/workwomanship for a period beginning with the start of the work and ending twelve (12) months from and after final acceptance under the Agreement, regardless whether the same were furnished or performed by Service Provider or by any of its subcontractors of any tier. Upon receipt of written notice from City of any such defect or nonconformances, the affected item or part thereof shall be redesigned, repaired or replaced by Service Provider in a manner and at a time acceptable to City.

11. Default. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this agreement, such party may be declared in default thereof.

12. Remedies. In the event a party has been declared in default, such defaulting party shall be allowed a period of ten (10) days within which to cure said default. In the event the default remains uncorrected, the party declaring default may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail himself of any other remedy at law or equity. If the non-defaulting party commences legal or equitable actions against the defaulting party, the defaulting party shall be liable to the non-defaulting party for the non-defaulting party's reasonable attorney fees and costs incurred because of the default.

13. Binding Effect. This writing, together with the exhibits hereto, constitutes the entire agreement between the parties and shall be binding upon said parties, their officers, employees,

agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of said parties.

14. Indemnity/Insurance. a. The Service Provider agrees to indemnify and save harmless the City, its officers, agents and employees against and from any and all actions, suits, claims, demands or liability of any character whatsoever brought or asserted for injuries to or death of any person or persons, or damages to property arising out of, result from or occurring in connection with the performance of any service hereunder.

b. The Service Provider shall take all necessary precautions in performing the work hereunder to prevent injury to persons and property.

c. Without limiting any of the Service Provider's obligations hereunder, the Service Provider shall provide and maintain insurance coverage naming the City as an additional insured under this Agreement of the type and with the limits specified within Exhibit B, consisting of one (1) page, attached hereto and incorporated herein by this reference. The Service Provider before commencing services hereunder, shall deliver to the City's Director of Purchasing and Risk Management, P. O. Box 580 Fort Collins, Colorado 80522 one copy of a certificate evidencing the insurance coverage required from an insurance company acceptable to the City.

15. Entire Agreement. This Agreement, along with all Exhibits and other documents incorporated herein, shall constitute the entire Agreement of the parties. Covenants or representations not contained in this Agreement shall not be binding on the parties.

16. Law/Severability. The laws of the State of Colorado shall govern the construction interpretation, execution and enforcement of this Agreement. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

17. Prohibition Against Employing Illegal Aliens. This paragraph shall apply to all Contractors whose performance of work under this Agreement does not involve the delivery of a specific end product other than reports that are merely incidental to the performance of said work.

Pursuant to Section 8-17.5-101, C.R.S., *et. seq.*, Contractor represents and agrees that:

- A. As of the date of this Agreement:
  - 1. Contractor does not knowingly employ or contract with an illegal alien; and
  - 2. Contractor has participated or attempted to participate in the basic pilot employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the United States Department of Homeland Security (the "Basic Pilot Program") in order to verify that Contractor does not employ any illegal aliens.
- B. Contractor shall not knowingly employ or contract with an illegal alien to perform works under this Agreement or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- C. Contractor shall continue to apply to participate in the Basic Pilot Program and shall in writing verify same every three (3) calendar months thereafter, until Contractor is accepted or the public contract for services has been completed, whichever is earlier. The requirements of this section shall not be required or effective if the Basic Pilot Program is discontinued.
- D. Contractor is prohibited from using Basic Pilot Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
- E. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall:
  - 1. Notify such subcontractor and the City within three days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
  - 2. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this section the subcontractor does not cease employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- F. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (the "Department") made in the course of an investigation that the Department undertakes or is undertaking pursuant to the authority established in Subsection 8-17.5-102 (5), C.R.S.

G. If Contractor violates any provision of this Agreement pertaining to the duties imposed by Subsection 8-17.5-102, C.R.S. the City may terminate this Agreement. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the City arising out of Contractor's violation of Subsection 8-17.5-102, C.R.S.

H. The City will notify the Office of the Secretary of State if Contractor violates this provision of this Agreement and the City terminates the Agreement for such breach.

CITY OF FORT COLLINS, COLORADO  
a municipal corporation

By: \_\_\_\_\_  
James B. O'Neill II, CPPO, FNIGP  
Director of Purchasing and Risk Management

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Assistant City Attorney

By: \_\_\_\_\_

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
CORPORATE PRESIDENT OR VICE PRESIDENT

Date: \_\_\_\_\_  
(Corporate Seal)

ATTEST:

\_\_\_\_\_  
CORPORATE SECRETARY

## EXHIBIT B

### INSURANCE REQUIREMENTS

1. The Service Provider will provide, from insurance companies acceptable to the City, the insurance coverage designated hereinafter and pay all costs. Before commencing work under this bid, the Service Provider shall furnish the City with certificates of insurance showing the type, amount, class of operations covered, effective dates and date of expiration of policies, and containing substantially the following statement:

"The insurance evidenced by this Certificate will not be cancelled or materially altered, except after ten (10) days written notice has been received by the City of Fort Collins."

In case of the breach of any provision of the Insurance Requirements, the City, at its option, may take out and maintain, at the expense of the Service Provider, such insurance as the City may deem proper and may deduct the cost of such insurance from any monies which may be due or become due the Service Provider under this Agreement. The City, its officers, agents and employees shall be named as additional insureds on the Service Provider's general liability and automobile liability insurance policies for any claims arising out of work performed under this Agreement.

2. Insurance coverages shall be as follows:

A. **Workers' Compensation & Employer's Liability.** The Service Provider shall maintain during the life of this Agreement for all of the Service Provider's employees engaged in work performed under this agreement:

1. Workers' Compensation insurance with statutory limits as required by Colorado law.
2. Employer's Liability insurance with limits of \$100,000 per accident, \$500,000 disease aggregate, and \$100,000 disease each employee.

B. **Commercial General & Vehicle Liability.** The Service Provider shall maintain during the life of this Agreement such commercial general liability and automobile liability insurance as will provide coverage for damage claims of personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from the performance of work under this Agreement. Coverage for property damage shall be on a "broad form" basis. The amount of insurance for each coverage, Commercial General and Vehicle, shall not be less than \$500,000 combined single limits for bodily injury and property damage.

In the event any work is performed by a subcontractor, the Service Provider shall be responsible for any liability directly or indirectly arising out of the work performed under this Agreement by a subcontractor, which liability is not covered by the subcontractor's insurance.