WELD COUNTY

CONTRACT BID DOCUMENTS

AND

SPECIFICATIONS

FOR THE

HOT & WARM MIX ASPHALT SUPPLY 2020

(with options for 2021/2022)

February 2020

for

Weld County Public Works

Division of Pavement Management

1111 H Street

P.O. Box 758

Greeley, Colorado 80632

970-356-4000
# TABLE OF CONTENTS

The following provisions take precedence over Specifications or Plans and supplement the 2019 edition of the Colorado Department of Transportation “Standard Specifications for Road and Bridge Construction” (Standard Specifications) which is to be used to control material supply for this project.

## INVITATION TO BID

3

## BIDDING REQUIREMENTS

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Instruction to Bidders</td>
<td>3-8</td>
</tr>
<tr>
<td>Insurance Requirements</td>
<td>8-10</td>
</tr>
<tr>
<td>General Specification</td>
<td>11-12</td>
</tr>
<tr>
<td>Bid Proposal (Bid Schedule)</td>
<td>13</td>
</tr>
<tr>
<td>Bid Submittal Checklist and Signature Page</td>
<td>14</td>
</tr>
<tr>
<td>Receipt of Addenda</td>
<td>15</td>
</tr>
<tr>
<td>Bid Bond (Example)</td>
<td>16-17</td>
</tr>
<tr>
<td>Anti-Collusion Affidavit</td>
<td>18</td>
</tr>
<tr>
<td>Statement of Qualifications and Subcontractors</td>
<td>19-22</td>
</tr>
</tbody>
</table>

## CONTRACT FORMS

<table>
<thead>
<tr>
<th>Form</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supply Bond (Example)</td>
<td>23</td>
</tr>
<tr>
<td>Sample Contract (attached)</td>
<td></td>
</tr>
</tbody>
</table>

## PROJECT SPECIAL PROVISIONS

<table>
<thead>
<tr>
<th>Provision</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Index</td>
<td>24</td>
</tr>
<tr>
<td>Revision of Section 104, Scope of Work</td>
<td>25</td>
</tr>
<tr>
<td>Revision of Section 105, Claims for Contract Adjustment</td>
<td>26</td>
</tr>
<tr>
<td>Revision of Section 105, Conformity to the Contract of Hot Mix Asphalt</td>
<td>27</td>
</tr>
<tr>
<td>Revision of Section 106, Control of Material</td>
<td>27</td>
</tr>
<tr>
<td>Revision of Section 403, Hot Mix Asphalt</td>
<td>28</td>
</tr>
<tr>
<td>Revision of Section 702, Bituminous Materials</td>
<td>29</td>
</tr>
</tbody>
</table>
REQUEST FOR BID
WELD COUNTY, COLORADO
1150 O STREET
GREELEY, CO 80631

DATE: FEBRUARY 7, 2020
BID NUMBER: #B2000069
DESCRIPTION: HOT & WARM MIX ASPHALT SUPPLY 2020
DEPARTMENT: PUBLIC WORKS
BID OPENING DATE: FEBRUARY 20, 2020

1. NOTICE TO BIDDERS:

The Board of County Commissioners of Weld County, Colorado, by and through its Controller/Purchasing Director (collectively referred to herein as, “Weld County”), wishes to purchase the following:

HOT & WARM MIX ASPHALT SUPPLY 2020 (with possible 2, 1-yr renewals)

Bids will be received at the Office of the Weld County Purchasing Department in the Weld County Administrative Building, 1150 O Street Room #107 Greeley CO 80631 until: February 20, 2020 @ 10:30 a.m. (Weld County Purchasing Time Clock).

PAGES 3 – 10 OF THIS REQUEST FOR BIDS CONTAIN GENERAL INFORMATION FOR THE REQUEST NUMBER REFERRED TO ABOVE. NOT ALL OF THE INFORMATION CONTAINED IN PAGES 3-10 MAY BE APPLICABLE FOR EVERY PURCHASE. BID SPECIFICS FOLLOW PAGE 10.

2. INVITATION TO BID:

Weld County requests bids for the above-listed merchandise, equipment, and/or services. Said merchandise and/or equipment shall be delivered to the location(s) specified herein.

Bids shall include any and all charges for freight, delivery, containers, packaging, less all taxes and discounts, and shall, in every way, be the total net price which the bidder will expect the Weld County to pay if awarded the bid.

You can find information concerning this request at two locations: On the Weld County Purchasing website at https://www.weldgov.com/departments/purchasing located under “Current Requests”. And, on the Bidnet Direct website at www.bidnetdirect.com. Weld County Government is a member of BidNet Direct. BidNet Direct is an on-line notification system which is being utilized by multiple non-profit and governmental entities. Participating entities post their bids, quotes, proposals, addendums, and awards on this one centralized system.

Bid Delivery to Weld County – 2 methods:

1. Email. Emailed bids are preferred. Bids may be emailed to: bids@weldgov.com. Emailed bids must include the following statement on the email: “I hereby waive my right to a sealed bid”. An email confirmation will be sent when we receive your bid/proposal. If more than one copy of the bid is requested, you must submit/mail hard copies of the bid proposal.

2. Mail or Hand Delivery. Mailed (or hand delivered) bids should be sent in a sealed envelope with the bid title and bid number on it. Please address to: Weld County Purchasing Department, 1150 O Street, Room #107 Greeley, CO 80631. Please call Purchasing at 970-400-4222 or 4223 if you have any questions.
3. INSTRUCTIONS TO BIDDERS: INTRODUCTORY INFORMATION

Bids shall be typewritten or written in ink on forms prepared by the Weld County Purchasing Department. Each bid must give the full business address of bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of the incorporation and by the signature and title of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A bid by a person who affixes to his signature the word "president," "secretary," "agent," or other title without disclosing his principal, may be held to be the bid of the individual signing. When requested by the Weld County Controller/Purchasing Director/Purchasing Director, satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished. A power of attorney must accompany the signature of anyone not otherwise authorized to bind the Bidder. All corrections or erasures shall be initialed by the person signing the bid. All bidders shall agree to comply with all of the conditions, requirements, specifications, and/or instructions of this bid as stated or implied herein. All designations and prices shall be fully and clearly set forth. All blank spaces in the bid forms shall be suitably filled in. Bidders are required to use the Proposal Forms which are included in this package and on the basis indicated in the Bid Forms. The Bid Proposal must be filled out completely, in detail, and signed by the Bidder.

Late or unsigned bids shall not be accepted or considered. It is the responsibility of the bidder to ensure that the bid arrives in the Weld County Purchasing Department on or prior to the time indicated in Section 1, entitled, "Notice to Bidders." Bids received prior to the time of opening will be kept unopened in a secure place. No responsibility will attach to the Weld County Controller/Purchasing Director/Purchasing Director for the premature opening of a bid not properly addressed and identified. Bids may be withdrawn upon written request to and approval of the Weld County Controller/Purchasing Director/Purchasing Director; said request being received from the withdrawing bidder prior to the time fixed for award. Negligence on the part of a bidder in preparing the bid confers no right for the withdrawal of the bid after it has been awarded. Bidders are expected to examine the conditions, specifications, and all instructions contained herein, failure to do so will be at the bidders’ risk.

In accordance with Section 14-9(3) of the Weld County Home Rule Charter, Weld County will give preference to resident Weld County bidders in all cases where said bids are competitive in price and quality. It is also understood that Weld County will give preference to suppliers from the State of Colorado, in accordance with C.R.S. § 30-11-110 (when it is accepting bids for the purchase of any books, stationery, records, printing, lithographing or other supplies for any officer of Weld County). Weld County reserves the right to reject any and all bids, to waive any informality in the bids, to award the bid to multiple vendors, and to accept the bid that, in the opinion of the Board of County Commissioners, is to the best interests of Weld County. The bid(s) may be awarded to more than one vendor.

In submitting the bid, the bidder agrees that the signed bid submitted, all of the documents of the Request for Proposal contained herein (including, but not limited to the product specifications and scope of services), the formal acceptance of the bid by Weld County, and signature of the Chair of the Board of County Commissioners, together constitutes a contract, with the contract date being the date of signature by the Chair of the Board of County Commissioners.

4. SUCCESSFUL BIDDER HIRING PRACTICES – ILLEGAL ALIENS

Successful bidder certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract. Successful bidder will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify program or the State of Colorado program established pursuant to C.R.S. §8-17.5-102(5)(c). Successful bidder shall not knowingly employ or contract with an illegal alien to perform
work under this Agreement or enter into a contract with a subcontractor that fails to certify with Successful bidder that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Successful bidder shall not use E-Verify Program or State of Colorado program procedures to undertake pre-employment screening or job applicants while this Agreement is being performed. If Successful bidder obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien Successful bidder shall notify the subcontractor and County within three (3) days that Successful bidder has actual knowledge that a subcontractor is employing or contracting with an illegal alien and shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three (3) days of receiving notice. Successful bidder shall not terminate the contract if within three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. Successful bidder shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to C.R.S. §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Successful bidder participates in the State of Colorado program, Successful bidder shall, within twenty days after hiring a new employee to perform work under the contract, affirm that Successful bidder has examined the legal work status of such employee, retained file copies of the documents, and not altered or falsified the identification documents for such employees. Successful bidder shall deliver to County, a written notarized affirmation that it has examined the legal work status of such employee, and shall comply with all of the other requirements of the State of Colorado program. If Successful bidder fails to comply with any requirement of this provision or of C.R.S. §8-17.5-101 et seq., County, may terminate this Agreement for breach, and if so terminated, Successful bidder shall be liable for actual and consequential damages.

Except where exempted by federal law and except as provided in C.R.S. § 24-76.5-103(3), if Successful bidder receives federal or state funds under the contract, Successful bidder must confirm that any individual natural person eighteen (18) years of age or older is lawfully present in the United States pursuant to C.R.S. § 24-76.5-103(4), if such individual applies for public benefits provided under the contract. If Successful bidder operates as a sole proprietor, it hereby swears or affirms under penalty of perjury that it: (a) is a citizen of the United States or is otherwise lawfully present in the United States pursuant to federal law, (b) shall produce one of the forms of identification required by C.R.S. § 24-76.5-101, et seq., and (c) shall produce one of the forms of identification required by C.R.S. § 24-76.5-103 prior to the effective date of the contract.

5. GENERAL PROVISIONS

A. **Fund Availability:** Financial obligations of Weld County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. By acceptance of the bid, Weld County does not warrant that funds will be available to fund the contract beyond the current fiscal year.

B. **Trade Secrets and other Confidential Information:** Weld County discourages bidders from submitting confidential information, including trade secrets, that cannot be disclosed to the public. If necessary, confidential information of the bidder shall be transmitted separately from the main bid submittal, clearly denoting in red on the information at the top the word, “CONFIDENTIAL.” However, the successful bidder is advised that as a public entity, Weld County must comply with the provisions of C.R.S. 24-72-201, et seq., the Colorado Open Records Act (CORA), with regard to public records, and cannot guarantee the confidentiality of all documents. The bidder is responsible for ensuring that all information contained within the confidential portion of the submittal is exempt from disclosure pursuant to C.R.S. 24-72-204(3)(a)(IV) (Trade secrets, privileged information, and confidential commercial, financial, geological, or geophysical data). If Weld County receives a CORA request for bid information marked “CONFIDENTIAL”, staff will review the confidential materials to determine whether any of them may be withheld from disclosure pursuant to CORA, and disclose those portions staff determines are not protected from disclosure. Weld County staff will not be responsible for redacting or identifying Confidential information which is included within the body of the bid and not separately identified. Any document which is incorporated as an exhibit into any contract executed by the County shall be a public document regardless of whether it is marked as confidential.

C. **Governmental Immunity:** No term or condition of the contract shall be construed or interpreted as a
waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions, of the Colorado Governmental Immunity Act §§24-10-101 et seq., as applicable now or hereafter amended.

D. **Independent Contractor:** The successful bidder shall perform its duties hereunder as an independent contractor and not as an employee. He or she shall be solely responsible for its acts and those of its agents and employees for all acts performed pursuant to the contract. Neither the successful bidder nor any agent or employee thereof shall be deemed to be an agent or employee of Weld County. The successful bidder and its employees and agents are not entitled to unemployment insurance or workers’ compensation benefits through Weld County and Weld County shall not pay for or otherwise provide such coverage for the successful bidder or any of its agents or employees. Unemployment insurance benefits will be available to the successful bidder and its employees and agents only if such coverage is made available by the successful bidder or a third party. The successful bidder shall pay when due all applicable employment taxes and income taxes and local head taxes (if applicable) incurred pursuant to the contract. The successful bidder shall not have authorization, express or implied, to bind Weld County to any agreement, liability or understanding, except as expressly set forth in the contract. The successful bidder shall have the following responsibilities with regard to workers’ compensation and unemployment compensation insurance matters: (a) provide and keep in force workers’ compensation and unemployment compensation insurance in the amounts required by law, and (b) provide proof thereof when requested to do so by Weld County.

E. **Compliance with Law:** The successful bidder shall strictly comply with all applicable federal and state laws, rules and regulations in effect or hereafter established, including without limitation, laws applicable to discrimination and unfair employment practices.

F. **Choice of Law:** Colorado law, and rules and regulations established pursuant thereto, shall be applied in the interpretation, execution, and enforcement of the contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules and/or regulations shall be null and void.

G. **No Third-Party Beneficiary Enforcement:** It is expressly understood and agreed that the enforcement of the terms and conditions of the contract, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in the contract shall give or allow any claim or right of action whatsoever by any other person not included in the contract. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under the contract shall be an incidental beneficiary only.

H. **Attorney’s Fees/Legal Costs:** In the event of a dispute between Weld County and the successful bidder, concerning the contract, the parties agree that Weld County shall not be liable to or responsible for the payment of attorney fees and/or legal costs incurred by or on behalf of the successful bidder.

I. **Disadvantaged Business Enterprises:** Weld County assures that disadvantaged business enterprises will be afforded full opportunity to submit bids in response to all invitations and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for an award.

J. **Procurement and Performance:** The successful bidder agrees to procure the materials, equipment and/or products necessary for the project and agrees to diligently provide all services, labor, personnel and materials necessary to perform and complete the project. The successful bidder shall further be responsible for the timely completion, and acknowledges that a failure to comply with the standards and requirements outlined in the Bid within the time limits prescribed by County may result in County’s decision to withhold payment or to terminate this Agreement.

K. **Term:** The term of this Agreement begins upon the date of the execution of this Agreement by County, and shall continue through and until successful bidder’s completion of the responsibilities described in the Bid.

L. **Termination:** County has the right to terminate this Agreement, with or without cause on thirty (30) days written notice. Furthermore, this Agreement may be terminated at any time without notice upon a
material breach of the terms of the Agreement.

M. **Extension or Modification:** Any amendments or modifications to this agreement shall be in writing signed by both parties. No additional services or work performed by the successful bidder shall be the basis for additional compensation unless and until the successful bidder has obtained written authorization and acknowledgement by County for such additional services. Accordingly, no claim that the County has been unjustly enriched by any additional services, whether or not there is in fact any such unjust enrichment, shall be the basis of any increase in the compensation payable hereunder.

N. **Subcontractors:** The successful bidder acknowledges that County has entered into this Agreement in reliance upon the particular reputation and expertise of the successful bidder. The successful bidder shall not enter into any subcontractor agreements for the completion of this Project without County’s prior written consent, which may be withheld in County’s sole discretion. County shall have the right in its reasonable discretion to approve all personnel assigned to the subject Project during the performance of this Agreement and no personnel to whom County has an objection, in its reasonable discretion, shall be assigned to the Project. The successful bidder shall require each subcontractor, as approved by County and to the extent of the Services to be performed by the subcontractor, to be bound to the successful bidder by the terms of this Agreement, and to assume toward the successful bidder all the obligations and responsibilities which the successful bidder, by this Agreement, assumes toward County. County shall have the right (but not the obligation) to enforce the provisions of this Agreement against any subcontractor hired by the successful bidder and the successful bidder shall cooperate in such process. The successful bidder shall be responsible for the acts and omissions of its agents, employees and subcontractors.

O. **Warranty:** The successful bidder warrants that services performed under this Agreement will be performed in a manner consistent with the standards governing such services and the provisions of this Agreement. The successful bidder further represents and warrants that all services shall be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards, and that all services will conform to applicable specifications. In addition to the foregoing warranties, Contractor is aware that all work performed on this Project pursuant to this Agreement is subject to a one-year warranty period during which Contractor must correct any failures or deficiencies caused by contractor’s workmanship or performance.

The bidder warrants that the goods to be supplied shall be merchantable, of good quality, and free from defects, whether patent or latent. The goods shall be sufficient for the purpose intended and conform to the minimum specifications herein. The successful bidder shall warrant that he has title to the goods supplied and that the goods are free and clear of all liens, encumbrances, and security interests.

Service Calls in the First One Year Period: The successful bidder shall bear all costs for mileage, travel time, and service trucks used in the servicing (including repairs) of any of the goods to be purchased by Weld County, Colorado, pursuant to this bid for as many service calls as are necessary for the first one (1) year period after said goods are first supplied to Weld County.

Bidder shall submit with their bids the following information pertaining to the equipment upon which the bids are submitted:

1. Detailed equipment specifications to include the warranty.
2. Descriptive literature.

P. **Non-Assignment:** The successful bidder may not assign or transfer this Agreement or any interest therein or claim thereunder, without the prior written approval of County. Any attempts by the successful bidder to assign or transfer its rights hereunder without such prior approval by County shall, at the option of County, automatically terminate this Agreement and all rights of the successful bidder hereunder. Such consent may be granted or denied at the sole and absolute discretion of County.
Q. **Interruptions:** Neither party to this Agreement shall be liable to the other for delays in delivery or failure to deliver or otherwise to perform any obligation under this Agreement, where such failure is due to any cause beyond its reasonable control, including but not limited to Acts of God, fires, strikes, war, flood, earthquakes or Governmental actions.

R. **Non-Exclusive Agreement:** This Agreement is nonexclusive and County may engage or use other contractors or persons to perform services of the same or similar nature.

S. **Employee Financial Interest/Conflict of Interest – C.R.S. §§24-18-201 et seq. and §24-50-507.** The signatories to this Agreement agree that to their knowledge, no employee of Weld County has any personal or beneficial interest whatsoever in the service or property which is the subject matter of this Agreement. County has no interest and shall not acquire any interest direct or indirect, that would in any manner or degree interfere with the performance of the successful bidder’s services and the successful bidder shall not employ any person having such known interests. During the term of this Agreement, the successful bidder shall not engage in any in any business or personal activities or practices or maintain any relationships which actually conflicts with or in any way appear to conflict with the full performance of its obligations under this Agreement. Failure by the successful bidder to ensure compliance with this provision may result, in County’s sole discretion, in immediate

T. **Severability:** If any term or condition of this Agreement shall be held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, this Agreement shall be construed and enforced without such provision, to the extent that this Agreement is then capable of execution within the original intent of the parties.

U. **Binding Arbitration Prohibited:** Weld County does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in the contract or incorporated herein by reference shall be null and void.

V. **Board of County Commissioners of Weld County Approval:** This Agreement shall not be valid until it has been approved by the Board of County Commissioners of Weld County, Colorado or its designee.

W. **Compensation Amount:** Upon the successful bidder’s successful completion of the service, and County’s acceptance of the same, County agrees to pay an amount no greater than the amount of the accepted bid. The successful bidder acknowledges no payment in excess of that amount will be made by County unless a “change order” authorizing such additional payment has been specifically approved by the County’s delegated employee, or by formal resolution of the Weld County Board of County Commissioners, as required pursuant to the Weld County Code.

X. **Taxes:** County will not withhold any taxes from monies paid to the successful bidder hereunder and the successful bidder agrees to be solely responsible for the accurate reporting and payment of any taxes related to payments made pursuant to the terms of this Agreement. Contractor shall not be entitled to bill at overtime and/or double time rates for work done outside of normal business hours unless specifically authorized in writing by County.

6. **INSURANCE REQUIREMENTS**

**General Requirements:** Successful bidders must secure, at or before the time of execution of any agreement or commencement of any work, the following insurance covering all operations, goods or services provided pursuant to this request. Successful bidders shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed to do business in Colorado and rated by A.M. Best Company as “A” VIII or better. Each policy shall contain a valid provision or endorsement stating “Should any of the above-described policies by canceled or should any coverage be reduced before the expiration date thereof, the issuing company shall send written notice to the Weld County Controller/Purchasing Director/Purchasing Director by certified mail, return receipt requested. Such written
notice shall be sent thirty (30) days prior to such cancellation or reduction unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If any policy is in excess of a deductible or self-insured retention, County must be notified by the Successful bidder. Successful bidder shall be responsible for the payment of any deductible or self-insured retention. County reserves the right to require Successful bidder to provide a bond, at no cost to County, in the amount of the deductible or self-insured retention to guarantee payment of claims.

The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not decrease or limit the liability of Successful bidder. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Successful bidder from liabilities that might arise out of the performance of the work under this Contract by the Successful bidder, its agents, representatives, employees, or subcontractors. The successful bidder shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The successful bidder is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. The successful bidder shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement. Any modification to these requirements must be made in writing by Weld County.

The successful bidder stipulates that it has met the insurance requirements identified herein. The successful bidder shall be responsible for the professional quality, technical accuracy, and quantity of all materials and services provided, the timely delivery of said services, and the coordination of all services rendered by the successful bidder and shall, without additional compensation, promptly remedy and correct any errors, omissions, or other deficiencies.

INDEMNITY: The successful bidder shall defend, indemnify and hold harmless County, its officers, agents, and employees, from and against injury, loss damage, liability, suits, actions, or claims of any type or character arising out of the work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers’ compensation law or arising out of the failure of the successful bidder to conform to any statutes, ordinances, regulation, law or court decree. The successful bidder shall be fully responsible and liable for any and all injuries or damage received or sustained by any person, persons, or property on account of its performance under this Agreement or its failure to comply with the provisions of the Agreement, or on account of or in consequence of neglect of The successful bidder in its methods or procedures; or in its provisions of the materials required herein, or from any claims or amounts arising or recovered under the Worker’s Compensation Act, or other law, ordinance, order, or decree. This paragraph shall survive expiration or termination hereof. It is agreed that the successful bidder will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the successful bidder agrees to waive all rights of subrogation against the County its associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers for losses arising from the work performed by the successful bidder for the County. A failure to comply with this provision shall result in County’s right to immediately terminate this Agreement.

Types of Insurance: The successful bidder shall obtain, and maintain at all times during the term of any Agreement, insurance in the following kinds and amounts:

Workers’ Compensation Insurance as required by state statute, and Employer’s Liability Insurance covering all of the successful bidder’s employees acting within the course and scope of their employment. Policy shall contain a waiver of subrogation against the County. This requirement shall not apply when a successful bidder or subcontractor is exempt under Colorado Workers’ Compensation Act., AND when such successful bidder or subcontractor executes the appropriate sole proprietor waiver form.

Commercial General Liability Insurance for bodily injury, property damage, and liability assumed under an insured contract, and defense costs, with the minimum limits must be as follows:
$1,000,000 each occurrence;
$2,000,000 general aggregate;
$2,000,000 products and completed operations aggregate;
$1,000,000 Personal Advertising injury
Automobile Liability: Successful bidder shall maintain limits of $1,000,000 for bodily injury per person, $1,000,000 for bodily injury for each accident, and $1,000,000 for property damage applicable to all vehicles operating both on County property and elsewhere, for vehicles owned, hired, and non-owned vehicles used in the performance of this Contract.

Successful bidders shall secure and deliver to the County at or before the time of execution of this Agreement, and shall keep in force at all times during the term of the Agreement as the same may be extended as herein provided, a commercial general liability insurance policy, including public liability and property damage, in form and company acceptable to and approved by said Administrator, covering all operations hereunder set forth in the Request for Bid.

Proof of Insurance: County reserves the right to require the successful bidder to provide a certificate of insurance, a policy, or other proof of insurance as required by the County's Risk Administrator in his sole discretion.

Additional Insureds: For general liability, excess/umbrella liability, pollution legal liability, liquor liability, and inland marine, Successful bidder's insurer shall name County as an additional insured.

Waiver of Subrogation: For all coverages, Successful bidder’s insurer shall waive subrogation rights against County.

Subcontractors: All subcontractors, sub-subcontractors, independent contractors, sub-vendors, suppliers or other entities providing goods or services required by this Agreement shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of Successful bidder. Successful bidder shall include all such subcontractors, independent contractors, sub-vendors suppliers or other entities as insureds under its policies or shall ensure that all subcontractors maintain the required coverages. Successful bidder agrees to provide proof of insurance for all such subcontractors, independent contractors, sub-vendors suppliers or other entities upon request by the County.

The terms of this Agreement are contained in the terms recited in this Request for Bid and in the Response to the Bid each of which forms an integral part of this Agreement. Those documents are specifically incorporated herein by this reference.
PURPOSE:

Weld County is soliciting bids to supply Weld County with Hot and Warm Mix Asphalt for 2020. More than one vendor may be selected for this contract.

General Conditions and Specifications:

1. Weld County will not supply any material for this project.
2. Bidders must indicate the location of their mixing plant.
3. Weld County will pick up all materials from the vendor's plant on an as-needed basis. The vendor will load and scale all materials at the plant.
4. Bids on materials shall be good through April 1, 2021, with the ability to renegotiate unit prices at the end of each calendar year.
5. Weld County will select the bidder based on the lowest cost to the County, considering job-site location and hauling cost. Materials may be purchased from different bidders based on plant location relative to job site. Estimated quantities are the total amounts to be purchased from all vendors. Project job location list supplied upon request.
6. Payment shall be made according to the bid prices per ton times the tons of material supplied as determined by scale tickets from the plant. All tickets must be legibly signed by a Weld County employee. Also, all tickets must have Mix Design and Weld County Material Code printed on them or no payment will be made.
7. The Contractor shall submit on demand, two job mix formulas for testing and approval. CDOT job mix formulas based on the materials to be used are acceptable.
8. Bidders must have storage for the emulsified asphalt and liquid asphalt. Bidder(s) must be able to provide Weld County with precut and preheated liquid asphalt.
9. Weld County will notify the successful bidder(s) twenty-four (24) hours in advance of any asphalt supply needs.
10. The bidder awarded the Hot Mix Asphalt Bid will be required to supply as much as 300 ton per hour to Weld County when requested. In the event where a contractor cannot supply material needed Weld County will use other vendors. The contractor will pay the added cost if the other supplier has a higher price. The contractor will also be responsible for additional hauling costs.
11. Weld County requires that hot mix asphalt be supplied from the first of March to the end of November, weather permitting.
12. The "special provisions" on pages 24 through 29 apply to this request and shall be adhered to.
14. The successful vendor shall execute a supply bond for their awarded materials.
15. The specification for Hot and Warm mix asphalt shall be in accordance with the most recent Colorado Department of Transportation, Standard Specification for Road and Bridge Construction and Field Material Manual, unless otherwise stipulated in this document. Reference to the division shall mean Weld County and all documentation required will be handled through the Public Works Department.
**Weld County Contact**
Questions related to the project and procedures should be directed to:

Neal Bowers
Weld County Public Works
970.400-3744
nbowers@weldgov.com

**Terms and Conditions**

All Vendors will be required to sign Weld County’s Materials Agreement. A sample Agreement is attached to this document.

The Materials Agreement shall commence approximately March 2020 and continue in full force and effect for one year. At the option of the County, the Materials Agreement may be extended for up to two (2) additional years. Cost increases must be consistent with regional trends. Weld County will use the ENR Cost Index (Paving, PG 58 per ton Denver) to measure the percent of increase from year to year to justify increases in cost. Price adjustments will not be implemented without final approval from Weld County.

The Contract may be used at the option of other Weld County Departments.
**BID SCHEDULE (based on estimated 2020 quantities)**

<table>
<thead>
<tr>
<th>ITEM #</th>
<th>ITEM</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>BID PRICE PER UNIT</th>
<th>CONTRACT PRICE</th>
<th>PLANT LOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>403.00</td>
<td>HOT MIX ASPHALT (GRADING-SX) (ASPHALT)(100) (PG-64-22) (20% RAP)</td>
<td>NORTH 1,000</td>
<td>TON</td>
<td>403.00</td>
<td>SOUTH 1,000</td>
<td>TON</td>
</tr>
<tr>
<td>403.00</td>
<td>HOT MIX ASPHALT (GRADING-S) (ASPHALT)(100) (PG-64-22) (20% RAP)</td>
<td>NORTH 51,000</td>
<td>TON</td>
<td>403.00</td>
<td>SOUTH 43,750</td>
<td>TON</td>
</tr>
<tr>
<td>403.00</td>
<td>HOT MIX ASPHALT (GRADING-SX) (ASPHALT)(100) (PG-64-28) (20% RAP)</td>
<td>NORTH 18,500</td>
<td>TON</td>
<td>403.00</td>
<td>SOUTH 17,000</td>
<td>TON</td>
</tr>
<tr>
<td>403.00</td>
<td>WARM MIX ASPHALT (GRADING -S) (ASPHALT)(100) (PG 64-22) (20% RAP)</td>
<td>NORTH 1,000</td>
<td>TON</td>
<td>403.00</td>
<td>SOUTH 1,000</td>
<td>TON</td>
</tr>
<tr>
<td>401.00</td>
<td>EMULSIFIED ASPHALT (CSS-1H) (TACK COAT)</td>
<td>NORTH ONLY 40,000</td>
<td>GALLON</td>
<td>401.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Bid Opening Checklist:

All of the following pages must be submitted with every bid submittal. Failure to submit any of these documents will disqualify your bid.

- Bid Schedule/Summary (page 13)
- Signature page (page 14)
- Receipt of addenda(s), if any, should be signed. (page 15)
- Bid Bond (Page 16-17)
- Anti-Collusion Affidavit. (page 18)
- Statement of Qualification (must be signed and notarized) (pages 19-22)

The undersigned, by his or her signature, hereby acknowledges and represents that:

1. The bid proposed herein meets all of the conditions, specifications and special provisions set forth in the request for proposal for Request No. #B2000069.
2. The quotations set forth herein are exclusive of any federal excise taxes and all other state and local taxes.
3. He or she is authorized to bind the below-named bidder for the amount shown on the accompanying proposal sheets.
4. The signed bid submitted, all of the documents of the Request for Proposal contained herein (including, but not limited to the product specifications and scope of services), the formal acceptance of the bid by Weld County, and signature of the Chair of the Board of County Commissioners, together constitutes a contract, with the contract date being the date of signature by the Chair of the Board of County Commissioners.
5. Weld County reserves the right to reject any and all bids, to waive any informality in the bids, and to accept the bid that, in the opinion of the Board of County Commissioners, is to the best interests of Weld County. The bid(s) may be awarded to more than one vendor.

FIRM ______________________________________________________________________________

BUSINESS ADDRESS__________________________________________________________________

CITY, STATE, ZIP CODE ____________________________________________________________

TELEPHONE NO ___________________ FAX ______________________ TAX ID # _________________

PRINTED NAME AND TITLE____________________________________________________________

SIGNATURE ________________________________________________________

E-MAIL _____________________________________________________________________________

DATE____________________________________________

WELD COUNTY IS EXEMPT FROM COLORADO SALES TAXES. THE CERTIFICATE OF EXEMPTION NUMBER IS #98-03551-0000.

**THE SUCCESSFUL BIDDER SHALL PROVIDE A W-9 IF NOT ALREADY ON FILE**
RECEIPT OF ADDENDA

(See Attached Sheet)

Hot & Warm Mix Asphalt Supply 2020

The undersigned acknowledges receipt of the following Addenda to the Invitation for Bids, Drawings, Specifications and other Contract Documents.

Addendum No. ______________ Date: ________________________  By: ________________________

Addendum No. ______________ Date: ________________________  By: ________________________

Addendum No. ______________ Date: ________________________  By: ________________________

Bidder agrees to perform all Work described in the Contract Documents for the unit prices as shown in the Bid Schedule. Payment will be based on the Lump Sum price or the actual quantities furnished, installed or constructed.

SIGNATURES:

Dated this ______ day of ____________________________, 20______

FIRM NAME: ____________________________________________

BY: ___________________________________________________

TITLE: _________________________________________________

BIDDER'S LEGAL SIGNATURE: ____________________________

STATE OF INCORPORATION: ______________________________

ADDRESS: _____________________________________________

___________________________________________________________________________

TELEPHONE NO: ____________________________

FAX NO: ____________________________

ATTEST: ____________________________
SAMPLE

BID BOND

Hot & Warm Mix Asphalt Supply 2020

KNOW ALL MEN BY THESE PRESENTS, that ________________________________ as Principal, and ________________________________ as Surety, are hereby held and firmly bound unto Weld County, Colorado (hereinafter called the "Owner") in the penal sum of ________________________________ Dollars ($__________________), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly to these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid dated **February 20, 2020**, for the **Hot & Warm Mix Asphalt Supply 2020** as set out in the accompanying Bid.

WHEREAS, the Owner has required as a condition for receiving said Bid that the principal deposit with the Owner either a certified check equivalent to not less than five percent (5%) of the amount of said Bid or in lieu thereof furnish a Bid Bond for said amount conditioned such that in the event of failure to execute the proposed Contract for such construction if the Contract is to be awarded to him, that said sum be paid immediately to the Owner as liquidated damages and not as a penalty for the principal's failure to perform.

NOW THEREFORE, if the principal shall, within the period specified therefore:

A. On the attached prescribed forms presented to him for signature, enter into a written Contract with the Owner in accordance with his Bid as accepted, and give a Performance Bond with good and sufficient sureties, as may be required upon the forms prescribed by the Owner for the faithful performance and the proper fulfillment of said Contract, or

B. Withdraw said Bid within the time specified, or

Pay to the Owner the sum determined upon herein as liquidated damages, and not as a penalty, then this obligation shall be void and of no effect, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals this___ day of ______________________, 2020, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing board.

Principal________________________

Address____________________________

ATTEST:

____________________________________

By:_________________________________

By:_________________________________

Surety______________________________

Address____________________________

ATTEST:

____________________________________

By:_________________________________
INSTRUCTIONS

1.1 The full firm name and residence of each individual party to the bond must be inserted in the first Paragraph.

1.2 If the principal is a partnership, the full name of all partners must be inserted in the first paragraph which must recite that they are partners composing the partnership (to be named), and all partners must execute the bond as individuals.

1.3 The state of incorporation of each corporate party to the bond must be inserted in the first paragraph and the bond must be executed under the corporate seal of said party attested by its secretary or other authorized officer.

1.4 Power of Attorney must accompany this bond when signed by other than an officer of either the principal or surety.

1.5 A standard printed bond form may be used in lieu of the foregoing form provided that the security stipulations protecting the Owner are not in any way reduced by use of such standard printed bond form.
COLORADO DEPARTMENT OF TRANSPORTATION  
ANTI-COLLUSION AFFIDAVIT  

I hereby attest that I am the person responsible within my firm for the final decision as to the price(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my firm.

I further attest that:
1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement for the purpose or with the effect of restricting competition with any other firm or person who is a bidder or potential prime bidder.

2A. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential prime bidder on this project, and will not be so disclosed prior to bid opening.

2B. Neither the prices nor the amount of the bid of any other firm or person who is a bidder or potential prime bidder on this project have been disclosed to me or my firm.

3A. No attempt has been made to solicit, cause or induce any firm or person who is a bidder or potential prime bidder to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.

3B. No agreement has been promised or solicited for any other firm or person who is a bidder or potential prime bidder on this project to submit an intentionally high, noncompetitive or other form of complementary bid on this project.

4. The bid of my firm is made in good faith and not pursuant to any consultation, communication, agreement or discussion with, or inducement or solicitation by or from any firm or person to submit any intentionally high, noncompetitive or other form of complementary bid or agreeing or promising to do so on this project.

5. My firm has not offered or entered into a subcontract or agreement regarding the purchase or sale of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit any intentionally high, noncompetitive or other form of complementary bid or agreeing or promising to do so on this project.

6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting any intentionally high, noncompetitive or other form of complementary bid, or agreeing or promising to do so, on this project.

7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, or other conduct inconsistent with any of the statements and representations made in this affidavit.

8. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as a fraudulent concealment from the Colorado Department of Transportation, of the true facts relating to submission of bids for this contract.

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS, THAT THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

<table>
<thead>
<tr>
<th>Contractor's firm or company name</th>
<th>By</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Date</td>
</tr>
<tr>
<td></td>
<td>Title</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2nd contractor's firm or company name, (If joint venture.)</th>
<th>By</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Date</td>
</tr>
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<td></td>
<td>Title</td>
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</table>

Sworn to before me this day of, 19

Notary Public

My commission expires

NOTE: This document must be signed in ink.
STATEMENT OF QUALIFICATIONS AND SUBCONTRACTORS

DATE OF THIS STATEMENT: ________________________________

All questions herein must be answered by all bidders and the information given must be legible, clear in meaning and comprehensive. The bidder will not be given the opportunity to further explain or defend any answers beyond the time that this statement is submitted with the bid. This statement must be notarized. Questions may be answered on separate attached sheets if necessary. The Bidder may attach and submit any additional information which is believed to be pertinent to this bid. Failure to complete this form pursuant to the directions herein may be cause for rejection of the bid. All bidders are reminded that a contract for the work described in the Contract Documents will be awarded to the lowest reliable, responsible and qualified bidder as determined by the County. The County reserves the right to waive informalities and/or irregularities and to reject any or all bids.

1. Name of Bidder (Company or Firm): ________________________________

2. Permanent main office address: ____________________________________________

   Phone Number: ____________________________________________________________

   Fax Number: _____________________________________________________________

3. Year Company was organized: _____________________________________________

4. Number of years this Company has been engaged similar construction: ____________________________ under what firm, company or trade names has this company been engaged in this type of construction, how long under each name and how long has each company been bonding work?

5. List all projects that the Company has under contract at the present time. Show the contract amount and the anticipated date of completion for each:

   ______________________________ $ ______________________________
   ______________________________ $ ______________________________
   ______________________________ $ ______________________________

6. List all contracts which were not completed by the contracted and completion date. Include the project description and state the number of days beyond the contract completion date.

   ______________________________
   ______________________________

7. List all contracts within the last 3 years for which liquidated damages were assessed or may be assessed.
8. List all contracts within the last 3 years during which or after which the Company filed a protest with the owner.

9. List all contracts within the last 3 years during which or after which any of the Company’s subcontractors or suppliers filed a verified statement of claim with the owner or failed to provide the Company with a lien waiver upon request.

10. Has any owner, as party to any of the Company’s contracts within the last 3 years, contacted the Company’s bonding company concerning late completion of the project, poor performance on the project, etc., or attempted to have the performance bond invoked? If yes, explain in detail.

11. Describe all contracts that the Company failed to complete.

12. Describe all contracts on which the Company defaulted or from which the Company was terminated.

13. List all or a maximum of three (3) of the most recent projects, similar to the project described in these Contract Documents, which the Company has successfully completed within the last 5 years or are under construction at the present time. List the project name, location, project superintendent, owner’s representative and phone number, date completed and contract amount for each project.

   Project Name: ____________________________ Location: ____________________________
   Supt: ____________________ Owner’s Representative: ____________________________
   Phone: ____________________ Completion Date: ____________________________
   Contract Amount: ____________

Project Name: ____________________________ Location: ____________________________
   Supt: ____________________ Owner’s Representative: ____________________________
   Phone: ____________________ Completion Date: ____________________________
   Contract Amount: ____________

Project Name: ____________________________ Location: ____________________________
   Supt: ____________________ Owner’s Representative: ____________________________
   Phone: ____________________ Completion Date: ____________________________
   Contract Amount: ____________

Project Name: ____________________________ Location: ____________________________
   Supt: ____________________ Owner’s Representative: ____________________________
   Phone: ____________________ Completion Date: ____________________________
   Contract Amount: ____________
14. List all of the subcontractors the Company intends to use under this contract, the work that each subcontractor will do and the percentage of the Company’s bid that each contractor’s work comprises. **IF REQUESTED, THOSE CONTRACTORS BEING FURTHER CONSIDERED FOR AWARD SHALL FURNISH, WITHIN 24 HOURS AFTER THE BID OPENING, A SEPARATE STATEMENT OF QUALIFICATIONS COMPLETED BY EACH SUBCONTRACTOR WHO WILL PERFORM 15% OR MORE OF THE WORK.**

<table>
<thead>
<tr>
<th>SUBCONTRACTOR</th>
<th>WORK DESCRIPTION</th>
<th>% OF WORK</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

15. List the principal members of the company who will be involved with this project, including the superintendent, foreman, project manager, etc.

<table>
<thead>
<tr>
<th>NAME</th>
<th>TITLE</th>
<th>YRS. PERTINENT EXPERIENCE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

16. List all lawsuits previously filed against or currently pending against you, the Company or any officers of the Company.
The undersigned hereby swears and affirms that the information contained herein is complete and true and further, hereby authorizes and requests any person, company, firm or corporation to furnish any information requested by the County of Weld in verification of the recitals comprising this Statement of Qualifications and Subcontractors.

Dated this __________ day of ____________________________, 2020.

Bidder: ______________________________________

Company

By: ______________________________________

Name: ______________________________________

(Please Type)

Title: ______________________________________

NOTARY

County of ________________________________)

) ss.

State of ________________________________)

_________________________________________ being duly sworn,
deposes and says that he is

_________________________________________ of __________________________

(Title) (Company Name)

and that the answers to the foregoing questions and all statements therein contained are true and correct. Subscribed and sworn before me this _____ day of ________________________, 2020.

(SEAL)

_________________________________________  __________________________________________

Commission Expires  Notary Public
SAMPLE

SUPPLY CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, That, _________ as Principal, (hereinafter called the Supplier),
(please insert full name and address or legal title of Supplier)

and __________________________ as Surety, (hereinafter called Surety),
(please insert full name and address or legal title of Surety)

are held and firmly bound unto Weld County as Obligee, (hereinafter called the Buyer), in the just and full sum of

____________________________ (please insert full name and address or legal title of the Buyer)

for the payment of which sum, well and truly to be made, the said Supplier and Surety bind themselves, and their
respective heirs, administrators, executors, successors and assigns, jointly and severally firmly by these presents.

WHEREAS, the Supplier has entered into a certain written contract with the Buyer dated _______ 20____ to furnish
the following briefly described supplies: ____________________________, which contract is hereby referred to and made a part
hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, the said Supplier and Surety shall fully
indemnify and reimburse the Buyer for any loss that it may suffer through the failure of the Supplier to furnish
said supplies in accordance with the terms of said contract, at the time(s), and in the manner therein specified.
This includes any reasonable and additional costs the Buyer must expend in order to fulfill the terms of the
contract, such as replacing material at additional cost.

IN WITNESS WHEREOF, the said Supplier and Surety have signed and sealed this instrument this the ______ day
of ________, 20___

__________________________
(Principal)

__________________________
(Seal)

__________________________
(Title)

__________________________
(Witness)

__________________________
(Surety)

__________________________
(Seal)

__________________________
(Title)

Attach valid Corporate Power of Attorney Form

__________________________
(Witness)
INDEX

PROJECT SPECIAL PROVISIONS

Index 24

Revision of Section 104, Scope of Work 25

Revision of Section 105, Claims for Contract Adjustment 26

Revision of Section 105, Conformity to the Contract 27

Revision of Section 106, Control of Material 27

Revision of Section 403, Hot Mix Asphalt 28

Revision of Section 702, Bituminous Materials 29

The specifications for material supply shall be in accordance with the most recent Colorado Department of Transportation, Standard Specifications for Road and Bridge Construction and CDOT Field Materials Manual, unless otherwise stipulated in this document. The super pave mix design procedure should be run at a minimum 100 gyrations of compactive effort. References to the Division shall mean Weld County and all documentation required will be handled through the Weld County Public Works Department.

Section 105.04 Conformity to the contract of Superpave Performance Graded Binders...

Section 105.05 Conformity to the Contract of Hot Mix Asphalt

Section 105.09 Coordination of Plans, Specification, Supplemental Specification and Special Provisions

Section 105.10 Cooperation by contractor

Section 105.22 Dispute Resolution
Section 106.01 Source of Supply and Quality Requirements
Section 106.02 Material Sources
Section 106.03 Samples, Tests, Cited Specifications
Section 106.04 Qualification of Testing Personnel and Laboratories

Section 106.05 Sampling and Testing of Hot Mix Asphalt

Section 106.07 Material Inspections at Plant
Section 106.08 Storage Materials
Section 106.09 Hauling Materials
Section 107.01 Laws to be Observed
Section 109.01 Measurement of Quantities
Section 401.01 Description (Plant Mix Pavements)
Section 401.02 Composition of Mixtures
Section 401.03 Aggregates
Section 401.04 Mineral Filler
Section 401.05 Hydrated Lime
Section 401.06 Asphalt Cements
Section 401.08 Asphalt Mixing Plant
Section 401.09 Hauling Equipment
Section 401.13 Preparation of Asphalt Cements
Section 401.14 Preparation of Aggregates
Section 401.15 Mixing
Section 401.21 Method of Measurement
Section 702.01 Asphalt Cement
Section 703.04 Aggregate for Hot Mix Asphalt
REVISION OF SECTION 104

SCOPE OF WORK

Section 104 of the Standard Specifications is hereby revised for this project as follows:

Subsection 104.2-(c) shall be revised as follows:

Delete 2nd paragraph starting with “If the alterations” to 3th paragraph subsection .

and revise with

Approximate quantities to be purchased from all vendors are stated for 2020. Estimated quantities are provided for 2021 through 2022. Estimated quantities will be provided to the successful bidder(s) upon the completion of Weld County’s Maintenance and Capital Programs for 2020 through 2021. Weld County reserves the right to increase or decrease the quantities up to twenty-five percent (25%) of the total bid as best fits its needs.
REVISION OF SECTION 105

CLAIMS FOR CONTRACT ADJUSTMENT

Section 105 of the Standard Specifications is hereby revised for this project as follows:

Subsection 105.17 shall be revised as follows:

The Colorado Department of Transportation will not participate in the resolution process for any claims filed by the Contractor.

Contract claims will follow the appropriate procedures of Subsection 105.17 except that all claim reviews will be handled by Weld County or its duly authorized representative. The following terms of this subsection shall be defined as follows:

Project Engineer shall be Weld County Public Works.

District Engineer shall mean the Weld County Public Works Department or its duly authorized representative.

Chief Engineer shall mean the Weld County Public Works Department or its duly authorized representative.

For this project the Weld County Duly Authorized Representatives are:

Project Manager: Neal Bowers, Pavement Management Supervisor
Project Engineer: Don Dunker, P.E., County Engineer
Project Inspector: Josh Holbrook, Inspection Supervisor
REVISION OF SECTION 105

CONFORMITY TO THE CONTRACT OF

HOT & WARM MIX ASPHALT

Section 105.05 of the Standard Specifications shall include the following:

No incentive payment will be made under this Contract.

No disincentive payments will be made under this Contract.

REVISION OF SECTION 106

CONTROL OF MATERIAL

Section 106.05 (b) of the Standard Specifications shall include the following:

Samples for project acceptance testing shall be taken on grade from windrow.

Samples for project acceptance testing shall be taken by the Contractor. If the Contractor is not on site at the time a sample needs to be taken a Weld County employee will take the sample.

Section 106.5 (g.3) of the Standard Specifications shall include the following:

In the event where a contractor’s production is suspended due to Condition red, Weld County will use another vendor/contractor during the suspended time frame. The Contractor will pay the added cost if the other supplier(s) has a higher price per ton and will also be responsible for additional hauling cost.
REVISION OF SECTION 403
HOT & WARM MIX ASPHALT

Section 403 of the Standard Specifications is hereby revised for this project as follows:

Subsection 403.02 shall include the following:

- Hot Mix Asphalt (Grading SX)(Asphalt)(100 Gyrations)(PG 64-22)
- Hot Mix Asphalt (Grading S)(Asphalt)(100 Gyrations)(PG 64-22)
- Hot Mix Asphalt (Grading SX)(Asphalt)(100 Gyrations)(PG 64-28)
- Warm Mix Asphalt (Grading S)(Asphalt)(100 Gyrations)(PG 64-22)

Aggregate, asphalt recycling agent, additives, hydrated lime, and all other work necessary to complete each hot bituminous pavement item and Warm Mix Asphalt will not be paid for separately, but shall be included in the unit price bid. When the pay item includes the PG binder grade, the asphalt cement will not be measured and paid for separately, but shall be included in the work.

All mix designs shall be run with a gyratory compaction angle of 1.25 degrees and properties must satisfy Table 403-1. Form 43 will establish construction targets for Asphalt Cement and all mix properties at Air Voids up to 1.0 percent below the mix design optimum. Weld County will establish the production asphalt cement and volumetric targets based on the vendors mix design and the relationships shown between the hot mix asphalt mixture volumetric properties and asphalt cement contents on the Form 429. Weld County may select a different AC content other than the one shown at optimum on the vendors mix design in order to establish the production targets as contained on the Form 43. Historically, Air Voids adjustments typically result in asphalt cement increases from 0.1 to 0.5 percent. Contractors bidding the project should anticipate this change and factor it into their unit price bid.
Table 403-2

<table>
<thead>
<tr>
<th>Nominal Maximum Size*, mm (inches)</th>
<th>*<strong>Design Air Voids</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>3.5%</td>
</tr>
<tr>
<td>37.5 (1½)</td>
<td>11.6</td>
</tr>
<tr>
<td>25.0 (1)</td>
<td>12.6</td>
</tr>
<tr>
<td>19.0 (¾)</td>
<td>13.6</td>
</tr>
<tr>
<td>12.5 (¾)</td>
<td>14.6</td>
</tr>
<tr>
<td>9.5 (⅜)</td>
<td>15.6</td>
</tr>
<tr>
<td>4.75 (No. 4)</td>
<td>16.6</td>
</tr>
</tbody>
</table>

* The Nominal Maximum Size is defined as one sieve larger than the first sieve to retain more than 10%.

** Interpolate specified VMA values for design air voids between those listed.

*** Extrapolate specified VMA values for production air voids beyond those listed.

Approved Warm Mix Asphalt (WMA) may be allowed on this project in accordance with CP 59. Unique requirements for WMA design, production and acceptance testing as documented during Weld County WMA approval shall be submitted and approved prior to creation of the Form 43 and before any WMA production on the project.
REVISION OF SECTION 702
BITUMINOUS MATERIALS

Section 702.1 of the Standard Specifications is hereby revised for this project as follows:

Table 702-1 shall remove the following:

The Toughness, Joules (inch-lbs and Tenacity, joules (inch-lbs), and Ductility specifications properties will be removed for the PG 64-28 binder.

<table>
<thead>
<tr>
<th>Property</th>
<th>Requirement for PG Binder</th>
<th>AASHTO Test No.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Original Binder Properties</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flash Point Temp., °C, minimum</td>
<td>230  230  230  230  230  230</td>
<td>T 48</td>
</tr>
<tr>
<td>Viscosity at 135 °C, Pa-s, maximum</td>
<td>3   3   3   3   3   3</td>
<td>T 316</td>
</tr>
<tr>
<td>Dynamic shear, Temp. °C, Where ( G/\sin \delta ) @ 10 rad/s ≥1.00 kPa</td>
<td>58  58  64  64  70  76</td>
<td>T 315</td>
</tr>
<tr>
<td>Ductility, 4 °C (5 cm/min.), cm minimum</td>
<td>-   -   -   -   -   -</td>
<td></td>
</tr>
<tr>
<td>Toughness, joules (inch-lbs)</td>
<td>-   -   -   -   -   -</td>
<td></td>
</tr>
<tr>
<td>Tenacity, joules (inch-lbs)</td>
<td>-   -   -   -   -   -</td>
<td></td>
</tr>
<tr>
<td>Acid or Alkali Modification (pass-fail)</td>
<td>Pass  Pass  Pass  Pass  Pass  Pass</td>
<td>CP-L 2214</td>
</tr>
<tr>
<td><strong>RTFO Residue Properties</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mass Loss, percent maximum</td>
<td>1.00 1.00 1.00 1.00 1.00 1.00</td>
<td>CP-L 2215</td>
</tr>
<tr>
<td>Dynamic Shear, Temp. °C, where ( G/\sin \delta ) @ 10 rad/s ≥ 2.20 kPa</td>
<td>58  58  64  64  70  76</td>
<td>T 315</td>
</tr>
<tr>
<td>Elastic Recovery, 25 °C, percent min.</td>
<td>-   -   -   -   50  50</td>
<td>T 301</td>
</tr>
<tr>
<td>Ductility, 4 °C (5 cm/min.), cm minimum</td>
<td>-   -   -   -   -   -</td>
<td></td>
</tr>
<tr>
<td><strong>PAV residue Properties, aging Temperature 100 °C</strong></td>
<td></td>
<td>R 28</td>
</tr>
<tr>
<td>Dynamic Shear, Temp. °C, where ( G/\sin \delta ) @ 10 rad/s ≤ 5000 kPa</td>
<td>19  16  25  22  25  28</td>
<td>T 315</td>
</tr>
<tr>
<td>Creep Stiffness, @ 60 s, test Temperature in °C</td>
<td>-18 -24 -12 -18 -18 -18</td>
<td>T 315</td>
</tr>
<tr>
<td>S, Maximum, MPa</td>
<td>300 300 300 300 300 300</td>
<td>T 313</td>
</tr>
<tr>
<td>m- vale, minimum</td>
<td>0.300 0.300 0.300 0.300 0.300 0.300</td>
<td>T 313</td>
</tr>
<tr>
<td>** direct tension, temperature in °C, @ 1 mm/min., where failure strain ≥ 1.0%</td>
<td>-18 -24 -12 -18 -18 -18</td>
<td>T 314</td>
</tr>
</tbody>
</table>

** Direct tension measurements are required when needed to show conformance to AASHTO M 320