

LARIMER COUNTY  
DEPARTMENT OF PUBLIC WORKS

PROJECT NO. 5019 - BID NO. 10-28  
HORSETOOTH RESERVOIR SUNRISE SWIM BEACH IMPROVEMENTS

ADDENDUM NO. 1

December 14, 2010

The following shall become as fully a part of the above named drawings, specifications, and bid documents as if therein written and shall take full and complete precedence over anything therein contained to the contrary.

Acknowledgment: Each bidder shall indicate on the Proposal form his acknowledgment of this addendum.

Each bidder shall be responsible for reading each item of this addendum to ascertain to what extent and in what manner it affects this work to be performed.

- Replace 'Proposal Form' and 'Bid Schedule' of the Bid Documents with attached revised 'Proposal Form' and 'Bid Schedule' Dated December 14, 2010. Add 'Revision to Section 109 of the Specifications - Fuel Cost Adjustment'.
- Larimer County will allow an approved Asphalt Mix Design for use on all asphalt lifts of this project which includes up to 20% Reclaimed Asphalt Materials that meet the requirements of Subsection 703.04 of the Specifications.
- Larimer County will allow use of an approved Warm Asphalt Mix Design for use on the 3" lift of trail pavement, and driveways. This revision does not apply to asphalt within Larimer County Road 54G.

**PROPOSAL FOR PROJECT NO. 5019 – PLEASANT VALLEY TRAIL RECONSTRUCTION PROJECT**

TO THE BOARD OF COUNTY COMMISSIONERS,  
Larimer County, Colorado

I/We have examined the Plans and Specifications and the site of the proposed work and receipt of Addendum No(s). \_\_\_\_\_ is hereby acknowledged.

I/We certify that no illegal aliens will be employed or contracted with to perform work under this contract in compliance with the provisions of C.R.S. 8-17.5-101, et. seq.

I/We understand and accept the proposition that the Estimate of quantities is approximate only, that the quantities are subject to either increase or decrease and propose to perform any increased or decreased quantities of work at the unit price named in this Proposal, except for alterations provided for in the Specifications.

I/We agree that the Invitation for Bids, Proposal Requirements and Conditions, the Plans and Specifications, any Special Provisions, and this Proposal shall form and be part of the Contract to be signed by me/us if this Proposal is accepted, and that I/we will furnish a Contract Bond in a penal sum equal to the estimated contract price, with surety, or sureties, to guarantee the completion of the work and also to guarantee that all material and labor upon this work, or incidental to the completion of this work, shall be fully paid for.

I/We hereby propose to furnish all labor, machinery, equipment, materials and supplies, and to sustain all the expense incurred in doing the work hereinafter described for what is known as: Project No. 5019 – Pleasant Valley Trail Reconstruction Project that may be awarded the undersigned in pursuance of a certain advertisement of the Board of County Commissioners, Larimer County, Colorado, dated November 26, 2010 a copy of which advertisement is attached and made a part hereof, and in accordance with the full details, Plans and Specifications as prescribed by said Board of County Commissioners and under the direction and according to the instructions of said Board or their authorized assistants, for the prices named in the Proposal.

I/We agree to protect my/our employees on this contract, if awarded to \_\_\_\_\_, by adequate compensation insurance.

I/We agree that any Extra Work or materials which the said Board may order in writing is to be paid for either at a lump sum or unit prices agreed upon prior to the work on the force account basis as specified in the Specifications, the force account bills to be checked and signed at the end of each day by the engineer or inspector in charge, and the Contractor's representative; provided that no class or item of work or material for which a unit bid price is provided in this Proposal is to be classified as Extra Work.

I/We hereby agree to execute a Contract and Bond and supply Insurance Endorsement forms provided by the said Board within ten (10) days (or such further time as may be allowed in writing by the Board) after receiving notification of the Award of Contract based on this proposal, and in case I/we do not, the Board may proceed to award the contract to another, re-advertise the work for bids, or proceed in any lawful manner they deem advisable, and the accompanying Guaranty shall become forfeited to Larimer County, Colorado as liquidated damages.

I/We hereby agree to commence the work within thirty (30) days following the date of award unless such time for beginning the work is changed by the Engineer in the "Notice to Proceed", and to complete the same within 40 working days in accordance with the "Notice to Proceed".

I/We hereby understand that I/we have the option to accept Fuel Cost Adjustments in accordance with the Revision of Section 109 – Fuel Cost Adjustment.

(Mark only one of the following lines with an "X"):

\_\_\_\_\_ YES, I/we choose to accept Fuel Cost Adjustments for this project

\_\_\_\_\_ NO, I/we choose NOT to accept Fuel Cost Adjustments for this project

It is agreed that in case the Contract is awarded to another, this Proposal Guaranty, unless forfeited as stated herein, will be returned to: \_\_\_\_\_

Respectfully Submitted

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Please Print Clearly:**

\_\_\_\_\_  
Name Title

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

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
County of

\_\_\_\_\_  
State of

(\_\_\_\_\_) (\_\_\_\_\_) \_\_\_\_\_  
Office Facsimile

Attest: \_\_\_\_\_

(SEAL)

(Proposal must be signed in ink by the bidder with the signature in full. When a firm is bidder, the agent who signs the firm name to the Proposal shall state, in addition, the names and addresses of the individuals composing the firm. When a corporation is a bidder, the person signing shall state under the laws of what State the corporation was chartered and the name and the title of the officer having authority under the by-laws to sign contracts. The Proposal shall also bear the seal of the corporation attested by its secretary. Anyone signing the Proposal as agent must file with it legal evidence of his authority to do so. Mailing address, County and State must be given after the signature.)

Each Proposal should contain a unit bid price for each item shown in the bidding schedule, a completed Certificate of Intent to Sublet, a signed affidavit relative to collusion and a completed Bid Bond or Proposal Guaranty in the amount of Five Percent of the Contractor's total bid. If the proposal guaranty is a bid bond, the bid bond will be in the format presented in the proposal. No other wording will be accepted. Failure to include unit bid prices, said certificate, signed affidavit, and bid bond or proposal guaranty may be cause for rejection.

REVISION OF SECTION 109  
FUEL COST ADJUSTMENT

Section 109 of the Standard Specifications is hereby revised for this project as follows:

Subsection 109.06 shall include the following:

(h) *Fuel Cost Adjustments*. Contract cost adjustments will be made to reflect increases or decreases in the monthly average prices of gasoline, diesel and other fuels from the average price for the month preceding the month in which bids were received for the Contract. These cost adjustments are not changes to the Contract unit prices bid. When bidding, the Contractor shall specify on the Form 85 whether the cost adjustment will apply to the Contract. After bids are submitted, the Contractor will not be given any other opportunity to accept or reject this adjustment. If the Contractor fails to indicate a choice on the Form 85, the cost adjustment will not apply to the Contract. If the fuel cost adjustment is accepted by the Contractor, the adjustment will be made in accordance with the following criteria:

1. Cost adjustments will be based on the fuel price index established by the Department and calculated as shown in subsection 109.06(h)2.D below. The index will be the monthly average of the rates posted by the Oil Price Information Service (OPIS) for Denver No. 2 Diesel. The rate used will be the *OPIS Average* taken from the OPIS Standard Rack table for *Ultra-Low Sulfur w/Lubricity Gross Prices* (ULS column), expressed in dollars per gallon and rounded to two decimal places.
2. Cost adjustments will be made on a monthly basis subject to the following conditions:
  - A. Adjustment will be based on the pay quantities on the monthly partial pay estimate for each of the pay items listed in the table below for which fuel factors have been established. Adjustment will be made only when the pay item is measured by the pay unit specified in the table:

Item	Pay Unit	Fuel Factor (FF)
202-Removal of Asphalt Mat (Planing)	Square Yard	0.006 Gal/SY/Inch depth
203-Excavation (muck, unclassified) Embankment, Borrow	Cubic Yard	0.29 Gal/CY
203-Rock Excavation	Cubic Yard	0.39 Gal/CY
206-Structure Excavation and Backfill [applies only to quantities paid for by separate bid item; no adjustment will be made for pay items that include structure excavation & backfill, such as RCP(CIP)]	Cubic Yard	0.29 Gal/CY
304-Aggregate Base Course (Class___)	Cubic Yard	0.85 Gal/CY
304-Aggregate Base Course (Class___)	Ton	0.47 Gal/Ton
307-Processing Lime Treated Subgrade	Square Yard	0.12 Gal/SY
310-Full Depth Reclamation	Square Yard	0.06 Gal/SY
403-Hot Mix Asphalt (HMA) (Grading __) *	Ton	2.47 Gal/Ton
403-Stone Matrix Asphalt (Grading __)	Ton	2.47 Gal/Ton
405-Heating and Scarifying Treatment	Square Yard	0.44 Gal/SY
405-Heating and Repaving Treatment	Square Yard	0.44 Gal/SY
405-Heating and Remixing Treatment	Square Yard	0.44 Gal/SY
406-Cold Bituminous Pavement (Recycle)	Square Yard	0.01 Gal/SY/Inch depth
412- Concrete Pavement ( ___ Inch)	Square Yard	0.03 Gal/SY/Inch thickness
412-Place Concrete Pavement**	Square Yard	0.03 Gal/SY/Inch thickness
*Hot Mix Asphalt (Patching) is not subject to fuel cost adjustment.		
**Use the thickness shown on the plans.		

REVISION OF SECTION 109  
FUEL COST ADJUSTMENT

- A. A fuel cost adjustment will be made only when the current fuel price index varies by more than 5 percent from the price index at the time of bid, and only for that portion of the variance in excess of 5 percent. Fuel cost adjustments may be either positive or negative dollar amounts.
- B. Fuel cost adjustments will not be made for any partial estimate falling wholly after the expiration of contract time.
- C. Adjustment formula:

EP greater than BP:

$$FA = (EP - 1.05 BP)(Q)(FF)$$

EP less than BP:

$$FA = (EP - 0.95 BP)(Q)(FF)$$

Where:

BP	= Average fuel price index for the calendar month prior to the calendar month in which bids are opened
EP	= Average fuel price index for the calendar month prior to the calendar month in which the partial estimate pay period ends
FA	= Adjustment for fuel costs in dollars
FF	= Fuel usage factor for the pay item
Q	= Pay quantity for the pay item on the monthly partial pay estimate

Note: When the pay item is based on area, and the rate of fuel use varies with thickness, Q should be determined by multiplying the area by the thickness. For example: for 1000 square yards of 8-inch concrete pavement Q should be 8000.

Example: Bids are opened on July 16. The BP will be the average of the daily postings for June 1 through June 30. For an estimate cut-off date selected by the Contractor at the Pre-Construction Conference of the 20<sup>th</sup> of the month a February estimate will include HMA quantities (Q) measured from the 21<sup>st</sup> of January through the 20<sup>th</sup> of February, the FF will be 2.47 Gal/Ton, and the EP index used to calculate FA will be the average of the daily postings for January 1 through January 31 as established by CDOT.

- D. Fuel cost adjustment will not be made for the quantity of any item that is left in place at no pay.
- E. Fuel cost adjustments will not be made to items of work added to the Contract by Change Order after the award of the Contract.

The fuel cost adjustment will be the sum of the individual adjustments for each of the pay items shown. No adjustment will be made for fuel costs on items other than those shown. The factors shown are aggregate adjustments for all types of fuels used, including but not limited to gasoline, diesel, propane, and burner fuel. No additional adjustments will be made for any other type of fuel.

Fuel cost adjustments resulting in an increased payment to the Contractor will be paid for under the planned force account item: Fuel Cost Adjustment. Fuel cost adjustments resulting in a decreased payment to the Contractor will be deducted from monies owed the Contractor.