



Fremont County Department of Transportation

1170 Red Canyon Road • Cañon City, Colorado 81212
Phone: 719-276-7430 • Fax: 719-275-2120

3/28/2023

Aggregate Bids:

Fremont County Department of Transportation recommendation for Award of bid as follows:

$\frac{3}{4}$ " aggregate chip rock (\$18.00/ton) to The Aggregate Source (Canon City) for chip seal.

$\frac{1}{2}$ " aggregate chip rock (\$21.00/ton) to The Aggregate Source (Canon City) for chip seal.

Fremont County will pick up aggregate at the quarry.



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Bid sheet: Aggregate

- 1.) 1/2" Rock \$ 21.00 /Ton at Quarry.
- 2.) 3/4" Rock \$ 18.00 /Ton at Quarry.
- 3.) 1/2" Rock \$ 29.00 /Ton Delivered to CR 3 (Parkdale).
- 4.) 1/2" Rock \$ 25.00 /Ton Delivered to 1240 McKinley St. Canon City
- 5.) 1/2" Rock \$ 25.50 /Ton Delivered to 1170 Red Canyon Rd. Canon City
- 6.) 1/2" Rock \$ 29.00 /Ton Delivered to Penrose School.
- 7.) 1/2" Rock \$ 27.50 /Ton Delivered to CR 67 & CR 123
- 8.) 1/2" Rock \$ 32.00 /Ton Delivered to 31379 CR2
- 9.) 3/4" Rock \$ 22.50 /Ton Delivered to 1170 Red Canyon Rd.
- 10.) 3/4" Rock \$ 26.00 /Ton Delivered to Penrose School.
- 11.) 3/4" Rock \$ 24.50 /Ton Delivered to CR 67 & CR 123
- 12.) 3/4" Rock \$ 29.00 /Ton Delivered to 31379 CR2

Quarry address is: 205 Tunnel Dr. Canon City, CO 81212

Company Name: Tezak Heavy Equipment - THE Aggregate Source

Phone Number: 719.371.7272

Signature: Ben Pierce

Date: 03/13/23



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- 1.) 1/2" Rock \$ no bid /Ton at Quarry.
- 2.) 3/4" Rock \$ 22.00 /Ton at Quarry.
- 3.) 1/2" Rock \$ no bid /Ton Delivered to CR 3 (Parkdale).
- 4.) 1/2" Rock \$ no bid /Ton Delivered to 1240 McKinley St. Canon City
- 5.) 1/2" Rock \$ no bid /Ton Delivered to 1170 Red Canyon Rd. Canon City
- 6.) 1/2" Rock \$ no bid /Ton Delivered to Penrose School.
- 7.) 1/2" Rock \$ no bid /Ton Delivered to CR 67 & CR 123
- 8.) 1/2" Rock \$ no bid /Ton Delivered to 31379 CR2
- 9.) 3/4" Rock \$ 27.90 /Ton Delivered to 1170 Red Canyon Rd.
- 10.) 3/4" Rock \$ 31.75 /Ton Delivered to Penrose School.
- 11.) 3/4" Rock \$ 28.75 /Ton Delivered to CR 67 & CR 123
- 12.) 3/4" Rock \$ 30.80 /Ton Delivered to 31379 CR2

Quarry address is: 112 CR 157, Canon City CO 81212

Company Name: Martin Marietta Materials Inc.

Phone Number: 719-258-0414

Signature: 

Date: 3/13/23

* All delivered rates are for semi's.
* All delivered rates do not include fuel surcharge which would be added based on current rates. See terms and conditions in quote.



Account Name : FREMONT COUNTY DOT
 Account Number : 811210
 Customer Address: 1170 RED CANYON, CANON CITY, CO 81212, US
 Customer Contact:

Project Name: 2023 FREMONT COUNTY
 Project Address:
 1170 RED CANYON
 CANON CITY, CO 81212, County

Quote ID: 50143377
 Quote Date: 3/13/2023
 Quote Expiration: 4/12/2023

Martin Marietta is pleased to quote prices on the following products for the above listed project:

Product	Product ID	Plant	Quantity	UM	Unit Price	Haul Rate	Truck Type	Total Price Per Unit
57/67 CRUSHED ROCK - WASHED	6822	Parkdale Quarry	4,900	TN	\$22.00	\$0.00		\$22.00

PAYMENT TERMS NET 30 FROM DATE OF INVOICE

THE FOLLOWING PRICING IS FOR ACCEPTANCE BY THE QUOTE EXPIRATION DATE LISTED ABOVE. IF NOT ACCEPTED BY THE ABOVE DATE, ALL PRICES STATED HEREIN ARE VALID ONLY AT THE OPTION OF MARTIN MARIETTA MATERIALS INC.

ALL SALES ARE PRESUMED TO BE TAXABLE UNLESS AND UNTIL A COMPLETE AND ACCURATE SALES TAX EXEMPTION CERTIFICATE IS RECEIVED. QUOTED PRICES DO NOT INCLUDE SALES TAX.

Terms & Conditions
<p>Haul: A fuel surcharge will be assessed when fuel prices become greater than \$4.00/gallon. On the last Monday of each month, the current diesel fuel pricing will be obtained from the EIA.GOV Rocky Mountain PADD-4 tables. An initial surcharge of 1% will apply between \$4.00 and \$4.09/gallon and then will increase at a rate of 1.0% per \$0.10 over \$4.00/gallon starting the first day of each month.</p> <p>Beginning January 1, 2024, a 4% cost of living increase will apply on all haul rates. The increase will occur on the same date in subsequent years until project completion.</p> <p>End Dump Haul Rates Quoted Above: Should your project require alternate truck types, the following additional costs will be added to the haul charge: Belly Dump requests will not incur any additional haul charge. Side Dump requests will incur an additional 8% haul charge. Live Floors requests will incur an additional 10% haul charge. Tandem requests will incur an additional 47% haul charge.</p>



Account Name : FREMONT COUNTY DOT

Account Number : 811210

Customer Address: 1170 RED CANYON, CANON CITY, CO 81212, US

Customer Contact:

Terms:

1. This quotation will be valid for a period of thirty (30) days unless otherwise set forth on the face hereof. In order to make it a binding agreement, the Customer must accept all of its terms by either signing and returning a copy to Martin Marietta or by accepting products sold by Martin Marietta within that period of time. Any quotation that does not become binding prior to the quote expiration date above will lapse.
2. If the terms of this quotation are accepted, it will constitute an agreement under which Martin Marietta will sell the products shown to the Customer, and the Customer will purchase such products from Martin Marietta, for the prices indicated, during the time period specified at the time of sale or agreed to by the parties in writing.
3. At the time of shipment, Martin Marietta warrants good title and conformance to the specifications set forth on the face hereof or, if no specifications are so referenced, the customary specifications of Martin Marietta for such products from the facility of Martin Marietta indicated above. No other specifications will apply, including, without limitation, those relating to moisture. Other than the warranties stated in the first sentence of this paragraph, MARTIN MARIETTA HEREBY EXCLUDES ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND ALL WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE AND ALL OTHER WARRANTIES, EXPRESS OF IMPLIED, AS TO THE PERFORMANCE OF ITS AGGREGATES, WHETHER WITH RESPECT TO ALKALI-AGGREGATE REACTIVITY. IF PRODUCT IS UNSATISFACTORY, MARTIN MARIETTA'S LIABILITY IS LIMITED TO FURNISHING REPLACEMENT MATERIAL. IN NO EVENT SHALL MARTIN MARIETTA BE LIABLE TO CUSTOMER FOR LOSS OF PROFITS OR REVENUE OR FOR ANY OTHER CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES.
4. All products will be delivered FOB at the particular facility of Martin Marietta indicated above or as otherwise shown. Deliveries will occur in a manner that conforms to customary industry practice. If deliveries are to occur at a jobsite, a safe and secure delivery area must be provided by the Customer. Deliveries made inside curb line or on the lot are at Customer's risk only, and Martin Marietta accepts no responsibility whatsoever for damage resulting from such deliveries.
5. The Customer will be responsible for all compaction and other preparatory work required at the jobsite prior to the placement of the products shown. Martin Marietta will not be responsible for any problems that may arise if such preparatory work is not properly performed.
6. The prices set forth above are based upon the provisions of this quotation and the customary production and delivery practices of Martin Marietta. If the Customer hereafter requests action by Martin Marietta that is not customary, Martin Marietta will attempt to comply with the request, subject to the following:
 - A. If the Customer requests additives to products which are not a part of the applicable specifications described above, they will be added by Martin Marietta, if available, and an amount equal to the then standard price of Martin Marietta for such additives will be added to the purchase price. Customer remains responsible for determining appropriate specifications and additives, if any, appropriate for its specific project.
 - B. If the Customer requests delivery FOB at the jobsite in trucks or trailers that are different from customary tractors with end or bottom dump trailers, Martin Marietta will attempt to comply with such request and, if successful, will add the then standard prices of Martin Marietta for such trucks or trailers to the purchase price.
 - C. If the Customer requests deliveries of products at night or on weekends or holidays, Martin Marietta will attempt to comply with such request, subject to sufficient advance notice and a prior agreement with the Customer regarding additional charges for such services that will be added to the purchase price.
7. In addition, Martin Marietta may also add amounts to the purchase prices to reflect fuel surcharges that are imposed by third parties in connection with any shipment of the products shown or any materials that are used in the production thereof, or any other recuperative charges that are then applied by Martin Marietta to similar sales. Demurrage charges will begin after the first hour of waiting at the jobsite and will be \$50 per hour per truck, charged in no less than 30 minute increments.
8. Shipments are subject to prior credit approval. If credit is approved, all payments must be made in accordance with the then applicable credit policies of Martin Marietta, and if not so made, the agreement that is contemplated herein may be terminated by Martin Marietta immediately. Terms of payment are net 30 days following date of invoice, and payment is not dependent on receipt of payment by Customer from Owner or others. If not paid when due, Customer agrees to pay interest charges at the rate of 1.5% per month or the maximum lawful rate, whichever is lower, and Martin Marietta's reasonable costs of collection, including reasonable attorney's fees.
9. All deliveries of products are subject to delays that may be experienced by Martin Marietta in connection with adverse weather conditions, labor disputes, strikes, sabotage, war, governmental action, mechanical failures, inventory shortages, rail or truck transportation, and other similar events. Under such circumstances, Martin Marietta shall have the additional time needed to complete the order and/or the right to allocate the available supply in any manner it selects.
10. The Customer will be responsible for any taxes owed as a result of the sale of products hereunder unless the Customer provides Martin Marietta with a valid tax exemption certificate or other documentation properly indicating that such taxes should not be collected.
11. Martin Marietta shall not be deemed to have waived any right, power, privilege or remedy unless such waiver is expressly in writing and duly executed. No partial exercise, failure to exercise, delay in exercising or course of dealing with respect to any right, power, privilege or remedy shall operate as a waiver thereof by Martin Marietta or of any other right, power, privilege or remedy.
12. These terms shall control the sale and purchase of the products shown and shall be a part of the Customer's purchase agreement and may not be modified or altered in any way unless expressly approved in writing by a duly authorized representative of Martin Marietta. Any acceptance by the Customer that changes the terms hereof will not be effective. Martin Marietta is not bound by any Prime Contract between Owner and Customer which Seller has not signed.
13. The laws of the state of North Carolina shall govern the validity, interpretation, construction and effect of these terms and conditions and any Order,



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without regard to principles of conflict or choice of law.

BY SIGNING BELOW OR ACCEPTING PRODUCTS SOLD BY MARTIN MARIETTA, THE CUSTOMER AGREES TO BE BOUND BY THE TERMS AND CONDITIONS FOLLOWING THIS SIGNATURE LINE:

Signature

Print Name

Date

Should you have any questions concerning this quote, please contact
LAURA BEASLEY at (719) 258-0414 or Laura.Beasley@martinmarietta.com

FREMONT COUNTY COLORADO
PURCHASE ORDER

P. O. No 41273

FREMONT COUNTY COLORADO
615 MACON
CAÑON CITY, COLORADO 81212

DATE 3/28/2023

SHIP TO: (Department making request)

VENDOR: The Aggregate Source

FCDOT

ADDRESS: (Grenada)

1170 Red Canyon Rd

Canon City CO 81212

QUANTITY	DESCRIPTION	ACCOUNT CODE	UNIT PRICE	TOTAL
2976	1/2" Rock	46100	21.00	62,496.00
1912	3/4" Rock	46100	18.00	34,416.00
TOTAL AMOUNT				96,912.00

Colorado Sales Tax Exempt #98-04996

Tony Adamsic
Department Head

3/28/2023
Date

I certify that the articles requested hereon are necessary to conduct properly the activities of this agency, the line-item account code is proper and authorized within this Department Budget, and I have followed the Fremont County Procurement Policy.

County Manager

Date

Date

Date

Finance Officer

Date

WHITE - Vendor Copy
YELLOW - Finance Office Copy
PINK - Department Copy

