

Financial Services Department
Contracts & Procurement Division

Eileen Gonzales, CPPO, CPPB, Division Manager

O: 719-520-6390
F: 719-520-6730
15 E. Vermijo Avenue
Colorado Springs, CO 80903
www.ElPasoCo.com

Board of County Commissioners

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INVITATION FOR BIDS
IFB NO. 21-036

Sealed best-value bids to construct the **ADA Accessibility Improvements at the El Paso County Fairgrounds** for the El Paso County Community Services Department will be received by the El Paso County Contracts & Procurement Division, 15 E. Vermijo Avenue, Colorado Springs, CO 80903, via **EMAIL ONLY** to davidcarey@elpasoco.com by **no later than 1:00 PM (MT), Thursday, March 18, 2021**, with a copy to normaingalls@elpasoco.com, at which time they will be publicly opened (VIA TELECONFERENCE) and read aloud.

This project is being funded through a Community Development Block Grant. Construction activities are subject to Davis-Bacon Act requirements and 2021 COVID-19 Colorado Construction Guidance. The Project has no DBE requirements.

A **Voluntary Pre-Bid Meeting** will be held at **10:30 AM on Thursday, March 4, 2021** at the El Paso County Fairgrounds, Swink Hall, 366 10th Street, Calhan, CO 80808. While this meeting is not mandatory, it is strongly recommended that interested firms attend to have questions answered and an opportunity to inspect the project site to better understand the project layout. When attending the pre-bid meeting, please bring your business card. **All attendees must comply with COVID-19 social distancing requirements and wear a proper face mask.**

A **Bid Security** in the form of a certified check, cashier's check or bid bond made payable to El Paso County in the amount of 5% of your bid total must accompany your bid. The successful Contractor will be required to furnish 100% Performance and Payment Bonds.

Any questions regarding this bid should be directed to David Carey, CPPB, Procurement Specialist, email davidcarey@elpasoco.com or 719-520-7120. Do not contact any other individual regarding this IFB. **Final questions are due no later than 1:00 PM, Thursday, March 11, 2021 in writing by email.**

All interested firms are invited to submit a bid in accordance with the terms and conditions stated in this Invitation for Bids.

PLEASE USE THE ROCKY MOUNTAIN E-PROCUREMENT WEBSITE & LOG ONTO www.bidnetdirect.com TO DOWNLOAD DOCUMENTS.

EL PASO COUNTY CONTRACTS & PROCUREMENT DIVISION WILL NOT BE HELD RESPONSIBLE FOR MISINFORMATION RECEIVED FROM PRIVATE PLAN HOLDERS.

It is the responsibility of all bidders to make sure that they have obtained all solicitation documents and addendums, and to include signed copies of each addendum signature page with their bid.

BOARD OF COUNTY COMMISSIONERS
EL PASO COUNTY
s/ EILEEN GONZALES
CONTRACTS MANAGER

PUBLICATION DATES
Fountain Valley News
February 24, 2021
March 3, 2021

**EL PASO COUNTY
CONTRACTS AND PROCUREMENT DIVISION**

**RESPONSE CHECKLIST
FOR
ADA ACCESSIBILITY IMPROVEMENTS AT EI PASO COUNTY FAIRGROUNDS**

The Bidder's attention is especially called to the items listed below, which must be submitted in full as part of the bid. Failure to submit any of the documents listed below as a part of your bid, or failure to acknowledge any addendum in writing with your bid, or submitting a bid on any condition, limitation, or provision not officially invited in this Invitation for Bids (IFB) may be cause for rejection of the bid.

The Bidder shall check each box indicating compliance.

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR BID PACKAGE

	Response Checklist
	Addendum(s) Acknowledgement (if applicable)
	Bid Form
	Bid Bond (5%)
	Work Plan and Schedule
	Copies of General/Vehicle Liability Insurance and Worker's Compensation Certificates
	Qualification Statement
	Statement of Anticipated Subcontractors
	Non-Collusion Affidavit
	Declaration Form
	Exceptions to Contract Terms and Conditions (if applicable)

PLEASE READ THE "INSTRUCTIONS FOR SUBMITTING CONSTRUCTION BIDS" INCLUDED IN THIS PACKAGE.

COMPANY	TELEPHONE NUMBER
STREET ADDRESS	FAX
CITY, STATE, ZIP	EMAIL
AUTHORIZED REPRESENTATIVE (PRINT)	TITLE
AUTHORIZED SIGNATURE	DATE

**EL PASO COUNTY
CONTRACTS AND PROCUREMENT DIVISION**

**GENERAL SPECIFICATIONS
FOR
ADA ACCESSIBILITY IMPROVEMENTS AT
EI PASO COUNTY FAIRGROUNDS**

I. INTRODUCTION AND GENERAL INFORMATION

A. INTRODUCTION

El Paso County, Colorado (County) is seeking written best-value bids from qualified, licensed, and experienced contractors (Contractor) to provide all labor, materials, and equipment necessary for the construction of the ADA Accessibility Improvements at the El Paso County Fairgrounds Project ("Project").

The services ("Work") requested in this Invitation for Bids (IFB) include primarily project management and coordination, permitting and construction of the improvements. The successful firm ("Contractor") shall provide the services outlined herein, and as depicted in the plan and other County specifications.

This project is funded through a federal U.S. Department of Housing and Urban Development Community Development Block Grant (CDBG). It includes the construction of asphalt and concrete walkways which will connect the main buildings used at the Fairgrounds. All project elements will meet current ADA accessibility standards.

B. GENERAL INFORMATION

In 2020, El Paso County Parks applied for a community development block grant for ADA accessibility improvements at the El Paso County Fairgrounds to connect several buildings with accessible pathways which includes concrete sidewalks, asphalt paths, and ramps. **The project deadline for substantial completion of this Project is June 30, 2021 to ensure the pathways are complete for the El Paso County Fair scheduled for July 10-17, 2021.**

Contractors shall provide a schedule in their submittal to reflect the construction timeline.

The selected firm shall enter into a Construction Contract with the County to provide the services outlined herein, and will be required to meet all local, regional, state and/or federal codes. Each task, as identified in this scope of work, shall only begin upon issue of the Notice to Proceed, and as directed by the County Project Manager.

NOTE: All construction activities are subject to Federal Regulations, Davis-Bacon Act requirements wage and COVID-19 Colorado Construction Guidance.

The selected contractor will have to be registered through the System for Award Management (SAM) and it will be confirmed that the selected Contractor is not on the federally debarred list. Contractors can visit <https://uscontractorregistration.com> to register.

C. AVAILABLE PROJECT INFORMATION, DOCUMENTS AND ATTACHMENTS

1. Project Site Plan with Construction Details
2. Topographic survey of the El Paso County Fairgrounds.
3. Site Photos (attached)
4. HUD Form 4010
5. HUD Form 92554M
6. Davis-Bacon Prevailing Wages Report.
7. The El Paso County Engineering Criteria Manual can be found online at: <https://publicworks.elpasoco.com/policies-manuals/>

C. IFB TIMETABLE

NOTE: THE DATES SHOWN IN ITALICS ARE APPROXIMATE, ARE NOT BINDING AND ARE SUBJECT TO CHANGE.

IFB NOTICE ADVERTISED	February 24 and March 3, 2021
PRE-BID MEETING	1:00 PM, Thursday, March 4, 2021
FINAL IFB QUESTIONS DUE	1:00 PM, Thursday, March 11, 2021
BID DUE DATE	1:00 PM (MT), Thursday, March 18, 2021
<i>BID REVIEW</i>	<i>Week of March 22, 2021</i>
<i>RECOMMENDATION OF AWARD TO BOCC</i>	<i>Early April 2021</i>
<i>NOTICE TO PROCEED</i>	<i>Week of April 12, 2021</i>

For the purpose of this solicitation, the words “bid”/“bidder” and “proposal”/“proposer” are used interchangeably.

II. SCOPE OF WORK

A. PROJECT DESCRIPTION

This project will connect major buildings at the El Paso County Fairgrounds so that there is an accessible route from the south end of the fairgrounds starting at the ticketing booth to the north end of the fairground at Swink Hall. The main spine of this accessible route will be 10' wide asphalt path. The main spine will take advantage of existing paving through the pavilion, but parts of this paving will need repaired. A 6' wide sidewalk will branch off of the main path, creating an accessible route to Owens Livestock Arena with another smaller branch connecting the existing playground the main accessible route. The 10' asphalt path will continue north through what during the annual fair is a midway and will terminate at Swink Hall. A concrete sidewalk will branch off making a connection to an existing sidewalk that leads up to Whittemore Hall.

The contracted services shall include project coordination, project management, permitting, and construction.

- 1. Asphalt Path** – Approximately 6,420 SF of asphalt paths will be placed. The paths are 10' wide with two 2" lifts of asphalt on 6" of compacted class 6 aggregate base course. All asphalt paths will be ADA compliant, with grades not to exceed 5% longitudinal slope and 2% cross slope.
- 2. Concrete Sidewalk Renovation** – Demolish and reconstruct approximately 500 SF of concrete sidewalks between the pavilion and grandstands to achieve ADA accessibility standards (5% maximum grade).
- 3. Concrete Sidewalks** – Install approximately 1,845 SF of new 6" reinforced concrete sidewalks. One sidewalk will extend from the pavilions to Swink Arena. A second sidewalk will connect the new asphalt path to the existing playground. The third sidewalk will connect the new asphalt path to the existing sidewalk that leads to the Whittemore building.

These bid specifications incorporate the document entitled “STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION”, Colorado Department of Transportation, State of Colorado (2017), plus the documents entitled “Pikes Peak Region Asphalt Paving Specifications” (version 5, March 20, 2019) and “El Paso County Engineering Criteria Manual” (Revised 12/13/2016, revision 6) as if physically attached and bound herein. The bid specification documents also incorporate the document entitled “COLORADO STANDARD PLANS, COLORADO DEPARTMENT OF TRANSPORTATION, M&S STANDARDS” (2012), as if physically attached and bound herein.

Each Bidder/Contractor shall be responsible for procuring sufficient copies of the Colorado Department of Transportation “STANDARD SPECIFICATIONS”, the “COLORADO STANDARD PLANS-M&S STANDARDS”, and the El Paso County Engineering Criteria Manual for use in proposing and construction of the Project.

The Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, 2017, controls construction of this Project. The special provisions supplement or modify the Standard Specifications

and take precedence over the Standard Specifications and Construction Plans. When specifications or special provisions contain both English units and SI units, the {English} units apply and are the specification requirement. All methods of procedures, materials, control or work, materials, and basis of measurements not herein covered will comply with the Standard Specifications for Road and Bridge Construction, Department of Transportation, State of Colorado, 2017.

Asphalt activities shall be performed in accordance with the "Pikes Peak Region Asphalt Paving Specifications".

All concrete shall be rated to minimum 4,500 PSI

The El Paso County Engineering Criteria Manual and the Pikes Peak Region Asphalt Paving Specifications can be downloaded from: <https://publicworks.elpasoco.com/policies-manuals/>

B. PROJECT MANAGEMENT

1. **Project Manager:** The Contractor shall identify a Project Manager for this project who will work directly for and support the County Project Manager in the management and administration of the project. The Contractor's Project Manager shall be available Monday through Friday to respond to the County Project Manager throughout the project. The Contractor shall also identify an Assistant Project Manager capable of filling in for the Project Manager in the event that the Project Manager is not available due to travel, illness, or other event that will be longer than one week in length. The Contractor will coordinate with the County Parks Project Manager and Team to complete project tasks. With the exception of procurement and contract issues for which an assigned Procurement Specialist will serve as the primary contact, the County Parks Project Manager will serve as the main point of contact with the Contractor. County team members will include but are not limited to the County Parks Project Manager, South District Park Supervisor, and Department of Public Works Project Engineer and Construction Inspector.
2. **Work Plan and Schedule:** The Contractor shall provide, track, and update the project schedule and milestones. The schedule shall be developed in sufficient detail to track all project tasking reflected in the statement of work submitted in the approved proposal. Additional tasks and sub-tasks shall also be included in the schedule where appropriate. An updated schedule along with a narrative report detailing progress, key issues, as well as a one-month "look-ahead" of upcoming work efforts, shall be provided to the County Project Manager with the monthly invoice at the end of each month for the project duration. During construction, the Contractor will be required to update the master schedule monthly and provide a 2-week look-ahead schedule at each progress meeting.
3. **Project Updates:** The Contractor shall provide a bi-weekly update for the duration of the project. The update may be via email or at project meetings held at County offices, on-site, or other mutually agreed-upon location.
4. **Progress Payments:** In accordance with the contract general conditions, County staff will process all payment requests for approval. Following initial coordination with the Public Works Project Engineer, pay requests shall be submitted to the County Project Manager who will process for payment.
 - a. The County will reimburse the Contractor's reasonable, allocable, allowable costs of performance of the Work, not exceeding the maximum agreed total amount. To be eligible for reimbursement, costs by the Contractor shall be:
 - i. in accordance with the terms and conditions of the contract;
 - ii. necessary for the accomplishment of the Work;
 - iii. reasonable in the amount for the goods and services provided;
 - iv. actual net cost to the Contractor (i.e. the price paid minus any refunds, rebates, or other items of value received by the Contractor that have the effect of reducing the cost actually incurred);
 - v. incurred for Work performed after the effective date of this contract;
 - vi. satisfactorily documented:
 - a) All allowable costs charged to the project shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature of the charges.

- b) Any check or order drawn up by the Contractor, including any item which is or will be chargeable against the project account, shall be drawn up only in accordance with a properly signed voucher then on file in the office of the Contractor, which will detail the purpose for which said check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other such documents.
- b. The Contractor shall prepare and submit to the County, no more often than monthly charges for costs incurred relative to the project:
 - i. Invoices shall include the "Pay Request Number", Contract and Purchase Order numbers, a description of services performed, the dates of performance and the amounts, description of reimbursable expenses, and any other project specific information requested by the County.
 - ii. Invoices shall include a status report that briefly summarizes the work completed within the invoiced pay period and anticipated work for the next month.
 - iii. Updated schedule
 - iv. If personnel (title and/or name) that is not listed on the contract approved rate sheet is used on the project, the Contractor shall provide a brief introduction of the employee including their Name, Title, billable rate and short description of their previous work, on-going work and/or future work on the project. This information shall be included on the status report sheet.
 - v. Invoice shall be signed by the Project Manager
- c. To be eligible for payment, invoices must be received within thirty (30) days after the period for which payment is being requested and final invoices on this contract must be received by the County within thirty (30) days upon completion of the contract work and punch list.

C. PROJECT COORDINATION

The Contractor shall work closely with the County Project Manager to identify impacted or interested parties and to develop strategies and action plans for facilitating communications, obtaining information, and coordinating regulatory approvals, and utility issues as required for advancing the project.

The County Project Manager shall review the project schedule and the Contractor will maintain it throughout the project. At least bi-weekly progress meetings at the project site will be held, as required. Milestone meetings will be required, such as, the kickoff meeting, preliminary plan review, and final plans and specifications review. Weekly progress meetings with the County Team shall be held during the construction phase. The Contractor shall not proceed with project tasks until approved by the County Project Manager.

Unless otherwise specified in writing, all deliverables shall be submitted to the County Project Manager for distribution. Following review by County staff and other team members, requested changes, modifications or additions to plans shall be made by the Contractor.

The Contractor shall contact, and coordinate utility locates with all utility providers within the Project area during design and construction. Potholing, where necessary, shall be included in the work and shall be accomplished during design.

The Contractor's construction activities shall consider and accommodate for utility impacts, drainage, traffic control, staging, stormwater management, permitting, environmental impacts, etc.

1. **Utility Coordination:** The construction may impact existing utilities in the project area. All existing utility systems must be considered in the design. The Contractor shall contact and coordinate with utility providers during conceptual design and obtain the existing locations of the utilities. The Contractor shall obtain and verify all utility specific and/or utility provider owned easements and shall determine utility corridor requirements within the project area and identify any easement or acquisition requirements that may be necessary for relocation. The preliminary and final construction documents shall be distributed to all affected utility companies for review and comment. Multi-provider and individual provider coordination meeting(s) will be held as required. The Contractor shall implement the results of these investigations and recommendations into the construction documents.

2. **Utility Location:** If underground utilities are within the project limits, and changes to vertical grade are anticipated, the Contractor shall pothole to determine accurate horizontal and vertical locations. The Contractor shall implement the results of these investigations and recommendations into the construction documents. The Contractor shall provide an assumed number of potholes and associated costs in their proposal.
3. **Environmental Clearances / Permitting:** The Contractor shall take the lead in initial coordination with the Pikes Peak Regional Building Department to determine appropriate processes and required permitting. These efforts shall commence immediately upon "Notice to Proceed" for the project, and all permits must be approved, and copies submitted to the EPC project manager prior to commencement of construction.

The Contractor shall obtain, on behalf of the County, all necessary permits to advance the project. When all the requirements have been met, the Contractor shall write an Environmental Clearance letter on behalf of the County requesting clearance, where applicable.

4. **Erosion Control and Storm Water Management:** The Contractor shall provide a grading and erosion control plan to illustrate recommended BMPs. Typical erosion control notes along with project specific notes shall be provided. Recommended BMPs shall be quantified and included in the summary of approximate quantities and cost estimate.
5. **Site Access, Staging, and Safety Requirements:** The Contractor shall be responsible for identifying equipment and construction staging area(s). (1) any equipment and construction staging area, trail, or facility closure must be approved by the County Project Manager; (2) all staging and construction areas must be identified and secured with storm water and erosion control BMP's; (3) the Contractor shall return any staging area to a pre-construction condition; (4) Contractor shall post construction signs warning fairground users of construction activities at least 100 feet from any work area and at parking areas; (5) Contractor may close a section of the fairground, but shall notify the Project Manager at least 48 hours in advance and place closure signage; (6) Contractor shall use guides/spotters when traveling by vehicle through the fairground, to avoid conflicts with fairground users.
6. **Traffic Control:** Where necessary, the Contractor shall prepare general traffic control plans for the construction including shoulder work, lane closures, and maintenance of traffic provisions that may be required during each phase of construction. The construction traffic control plans will be prepared for the project in specific conformance with the *Manual of Uniform Traffic Control Devices* (MUTCD). The Contractor shall provide barriers and sidewalk/trail closure signage where necessary within the park. Access to the fairground will be from the drive off of North Calhan Highway on the south side of the fairgrounds.

D. CONTRACTOR RESPONSIBILITIES AND OTHER REQUIREMENTS

1. **Labor:** The Contractor shall conform to all the provisions of the Federal, State, and Local laws and regulations relating to labor. All construction activities are subject to the Davis-Bacon Act.
2. **Work Hours:** The Contractor may work Monday through Saturday during daylight hours only or between 7:00 AM and 7:00 PM, whichever is most strict, unless otherwise approved by the County Project Manager. Work on Sundays may be considered with written request from the Contractor and written approval by the County at least 48 hours in advance of the work.
3. **Licenses & Permits:** The Contractor must have or obtain all necessary licenses and permits required before commencing the Work. Contractor shall be responsible to pay all costs for permit, licenses, certifications, fees, inceptions and insurance which may be required to perform the work required. All costs to apply and comply with the permits shall be included in the contract and shall not be paid for separately. Due to review timeframes, this work shall commence immediately after receipt of the Notice to Proceed.

- 4. Pre-Construction Conference:** Prior to work commencing on the Project, a Pre-Construction Conference will be held virtually using Microsoft Teams, Zoom, or other application. It is anticipated that the Notice to Proceed shall be issued by the Contracts & Procurement Division prior to the date of the Pre-Construction Conference.
- 5. Legal Relations & Responsibility To The Public:** The Contractor shall keep fully informed of all Federal, State, and Local laws, ordinances, and regulations and all orders and decree of Bodies or tribunals having any jurisdiction or authority, which may in any manner affect those engaged or employed on the Work or which in any way affect the conduct of Work, or Contractor's ability to perform the Work. Contractor shall at all times observe and comply with such laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the County of El Paso, and their representatives, to include employees, agents, consultants, and subcontractors of each, against any claim or liability arising from or based on the violations of any such law, ordinance, regulations, order, or decree, whether by itself or its employees.
- 6. Construction Progress:** After Work has started under a contract award, the Contractor shall maintain a sufficient work force, machinery, and materials, on site at all times to ensure a smooth progression of Work and a timely completion of the Project within the allotted time. Contractor shall be required to maintain rigid control of all materials, which must comply with the specifications as stated. Contractor shall assure that Work is not done, nor equipment parked, in areas outside the construction boundaries.
- 7. Materials and Work:** The Contractor agrees that they will provide the materials and/or perform the work herein under the terms and conditions set forth in the awarded contract and/or purchase order; and shall furnish and be responsible for all the labor, materials, tools, equipment, transportation, insurance, notifications, permits, and all other services and facilities necessary, including all incidental work and appurtenances as may be reasonably implied and as described in the specifications and other Contract documents. All costs incidental to these requirements will not be paid for separately but shall be included in the work, including any testing required to approve alternate source(s) of materials. Contractor shall be responsible to pay all costs for permits, licenses, fees, and insurance which may be required to perform the work required.
- 8. Character of Workers, Methods, & Equipment:** The Contractor shall, at all times, employ sufficient labor and equipment to properly perform the Work per this solicitation. All workers shall have sufficient skill and experience to properly perform the Work assigned them. All equipment, which is proposed to be used on the Work, shall be of sufficient size and in such mechanical conditions as to meet the requirement of the Work. If in the opinion of the El Paso County Project Manager, employees and/or a certain type of equipment are not producing the Work required by the contract, the Contractor shall discontinue the use of said employees and/or equipment, when notified in writing.
- 9. Safety:** The Contractor shall ascertain and ensure that its personnel are equipped with and use all safety devices required to comply with Federal, State, and Local regulations, including but not limited to, the Occupational Safety and Health Administration (OSHA).
- 10. Load Restrictions and Haul Routes:** Haul routes must be planned, prior to construction, observing load limits on bridges or roadways, existing roadway conditions, and Federal, State, and local governmental regulations regarding truck traffic and truck routes. The Contractor shall comply with all legal load restrictions in hauling of materials on public roads. Permits as required must be obtained by the Contractor at its cost. Permits will not relieve the Contractor of liability for damage which may result from moving equipment. The operation of equipment of such weight or so loaded as to cause damage to roadways or to structures or to any type of construction will not be permitted. The Contractor shall be responsible for all damage done by their hauling equipment.
- 11. Utilities:** The Contractor shall coordinate all utility removals, resets, adjustments, or other work as necessary to construct the Project and maintain utility service with each affected utility company. The Work described in these specifications will require full cooperation between the Contractor and the utility companies in conducting their respective operations, so the utility work can be completed with minimum delay to all parties concerned. Also, in accordance with the work described herein, and as directed by the County Project Manager, the Contractor shall keep the utility company(s) advised of any work being done

around or to their facility, so that the utility company(s) can coordinate their inspections for final acceptance of the work with the County Project Manager. No extension of the Contract Time of Performance or additional compensation will be allowed for delays resulting from the Contractor's failure to coordinate with any utility in a timely manner. All costs incidental to the foregoing requirements will not be paid for separately but shall be included in the work.

12. **Warranty:** Paragraph 3.5.3 of the General Conditions to the Contract does apply. Contractor must verify all dimensions, measurements, and amounts, and ensure safety and security of the work.
13. **Compliance with Plans and Specifications:** The Contractor shall be required to maintain rigid control of all materials, which must comply with the plans and specifications as stated. The Contractor shall replace, at no cost to the County, any installed asphalt or concrete that does not meet ADA criteria.
14. **Construction Surveying and Staking:** Construction surveying and staking shall be performed by the Contractor as needed to complete the work.
15. **Quality Assurance, Quality Control and Inspections:** El Paso County (or separate vendor) will provide quality assurance, including materials testing and inspections during construction to monitor work progress and verify quantities for purposes of processing invoices. Quality control, including conformance with plans and specifications, is the Contractor's responsibility.
16. **Traffic Control, Access & Staging:** If necessary, although not anticipated, the Contractor shall prepare general traffic control plans for the construction including shoulder work, lane closures, and maintenance of traffic provisions that may be required during each phase of construction. The construction traffic control plans will be prepared for the project in specific conformance with the *Manual of Uniform Traffic Control Devices* (MUTCD).
17. **Permission to Access:** The Contractor shall assure that work is not done, nor equipment parked, in areas outside the approved construction boundaries within the County owned property without written permission from the property owner or entity. The Contractor will provide a copy of the written permission to the County.
18. **Construction Work Area:** Contractor shall assure that work is not done, nor equipment parked, in areas outside the construction boundaries. The Contractor shall clean areas wherein the construction equipment was parked; shall clear all the areas within the rights of way of all unnatural rubbish, excess materials; and will leave these areas in a condition acceptable to the County. The Contractor shall determine how to best access the project.
19. **Off-site disposal:** A designated off-site disposal area has not been identified. Excess material will become the property of the Contractor and be removed from the project site and disposed of in accordance with State and local requirements.
20. **Erosion Control and Stormwater Management:** The Contractor is responsible for the Erosion Control and Stormwater Management for this project. Prior to construction, the Contractor shall implement initial and/or temporary erosion control measures to minimize impacts to the work due to storm water and/or non-storm water flows. During construction, if additional erosion control measures and/or Best Management Practices (BMPs) are required, the Contractor shall implement the additional measures and/or BMPs.

Prior to construction, the Contractor shall evaluate the project site for water draining on to or through it. If such drainage is identified, Best Management Practices (BMPs) shall be used to prevent/reduce storm water from running on-site and becoming contaminated with sediment or other pollutants.

The Contractor shall evaluate any non-storm water coming onto the site, such as springs, seeps, and landscape irrigation return flow. If such flow is identified, BMPs shall be used to protect off-site water from running on-site and becoming contaminated with sediment or other pollutants.

The Contractor shall review existing inlets and culverts to determine if inlet protection is needed due to water flow patterns. Prior to construction commencing, inlets and culverts needing protection shall be protected and the location of the implemented BMP. BMPs shall be placed by the Contractor, as necessary, to protect the construction site and stockpiles. All erosion control items are subject to the requirements of section 208 of the CDOT specifications.

21. COVID-19: Contractor shall comply with Colorado COVID-19 Construction Guidance.

22. Invoices and Payment: In accordance with the contract general conditions, Contractor shall submit invoices to the County Project Manager which shall contain at a minimum the following detailed information: issued contract and purchase order number, invoice number, invoice date, timeframe covered by invoice, type and amount of labor and materials used for that time period, dollar amount in unit price, extended price, and total value of invoice. Invoices shall not reference more than one contract or purchase order. Invoices may not be submitted more frequently than once a month, and invoices will be processed for payment or returned to the Contractor for modifications within ten (10) days of receipt of invoice. Coordination and agreement with construction management / inspections will be required prior to submitting the monthly invoice to the Project Manager for processing.

E. UNACCEPTABLE AND UNAUTHORIZED WORK

1. The Contractor shall be required to maintain rigid control of all materials which must comply with the specifications as stated. All materials not conforming to the requirements of the specifications at the time they are used shall be considered unacceptable.
2. Unacceptable work, whether the result of poor workmanship, use of unacceptable materials, or damage through carelessness or any other cause found to exist prior to the final acceptance of the Work, shall be removed immediately by Contractor and replaced in an acceptable manner, at no additional cost to the County.
3. Upon failure on the part of the Contractor to comply with any order of the County Project Manager made under the provisions of this article, the County Project Manager will have authority to cause unacceptable work to be remedied or removed and replaced, and unauthorized work to be removed, and to deduct the costs from any monies due or to become due to the Contractor.

III. EMERGENCY CANCELLATION OF CONTRACT / AGREEMENT

In the event a national emergency crisis exists or arises, creating a shortage of materials, labor, and equipment, and such crisis will probably continue for an unreasonable length of time resulting in the Contractor's inability to continue with construction, the County may cancel, without default, such contract wholly or in part, with appropriate written notice. In the event of an emergency arising in El Paso County, to such an extent that budgeted monies will have to be used for other more pressing purposes, the County may cancel the contract, per the provisions of the contract, without defaulting on the contract. Such Notice of Cancellation shall be processed through the County Procurement & Contracts Department.

The Contractor will be paid for the amount of Work completed and materials used under the contract to the date of cancellation of said contract, for all Work deemed acceptable to the County. The Contractor will also be paid for materials obtained for the Project but not incorporated in the Work performed, said materials becoming the property of El Paso County, with the Contractor executing and delivering titles for said materials to the County representative. Settlement for the Work performed shall not relieve the Contractor or its surety from responsibility for defective work and/or materials on the completed portion of the Work.

IV. RETAINAGE, PAYMENTS, ACCEPTANCE, AND FINAL PAYMENT

- A. Partial payment will be made no more frequently than once a month, for Work satisfactorily completed, and accepted by the County Project Manager, as the Work progresses. Said payments will be based upon an invoice submitted by the Contractor, and if necessary, a written estimate prepared by the County's Inspector of the value of Work performed and materials furnished and placed in accordance with the contract. The invoice shall reference the appropriate Purchase Order number, a detailed description of the Work performed including

location(s), quantities, unit prices and extended prices. The County shall retain 5% of the amount estimated as payable, exclusive of mobilization and payments for materials on hand, to a maximum of 5% of the original contract amount, until successful completion and acceptance by the County of the entire contracted Work. The County Project Manager will approve and process payment requests. Then the balance less all previous payments shall be paid after appropriate Notice of Final Payment has been published by the County Contracts and Procurement Division.

- B.** Prior to acceptance by the County of the Project as fully completed, the Contractor shall clean areas wherein the construction equipment was parked; shall clear all the areas within the rights of way of all unnatural rubbish, excess materials; and will leave these areas in a condition acceptable to the County.
- C.** Upon notice from the Contractor of presumptive completion of the entire contracted Work, the County Project Manager will make an inspection. If all the Work provided per the contract is found to have been satisfactorily completed, the County Project Manager will make final acceptance and shall notify the Contractor in writing of this acceptance. The Department of Public Works will submit a Notice of Substantial Completion to the Contracts & Procurement Division, from which a Notice of Final Payment will be published by Contracts & Procurement. Retainage cannot be released nor final payment made prior to the release date listed in the Notice of Final Payment.
- D.** Final payment will be made after the Contractor has indicated in writing its acceptance of such final payment as full and complete, has released El Paso County from all claims arising from the prosecution of all Work under the contract, and after Notice of Final Payment has been published by the County Contracts & Procurement Division.
- E.** The County reserves the right to not approve payment wherein the service claimed on the invoice is not, in the County's sole opinion, satisfactory or cannot be adequately verified by the County. If the County has to supply services and/or contract with another vendor for the services contracted hereunder, due to Contractor's inability to perform as required, the cost will be charged back to the Contractor.
- F.** The Contractor shall be responsible for invoicing the County. Invoices shall not reference more than one contract or purchase order. Invoices may not be submitted more frequently than once a month, and payment is Net 30 after receipt of invoice and ALL required backup documentation. ***The Contractor shall submit all required forms with their invoice; the County will not approve invoices without the forms.*** The Contractor shall submit invoices which shall contain, at a minimum, the following detailed information:
- Contract Number
 - Issued Purchase Order Number
 - Invoice Number
 - Pay Request Number
 - Invoice date
 - Timeframe covered by Invoice
 - Type and amount of labor and materials used for Invoice time period
 - Dollar amount in unit price, extended price, and total value of Invoice
 - Invoice signed by Contractor
 - Subcontractor payment verification form to be attached
 - Updated master schedule (as applicable)

The County reserves the right to withhold / delay payment until all required information and paperwork are submitted.

V. BID PROCESS REQUIREMENTS

A. PRE-BID MEETING

A Voluntary Pre-Bid Meeting will be held **at 10:30 AM on Thursday, March 4, 2021** at the El Paso County Fairgrounds. The meeting attendee shall be an agent of the Bidder, familiar and involved in the Bidder's work and the bidding process. When attending the Pre-Bid Meeting, the attendee should bring his/her business card. **All attendees must comply with COVID-19 social distancing requirements and wear a proper face mask.**

B. INQUIRIES

All questions shall be submitted to David Carey, CPPB, Procurement Specialist, Contracts & Procurement Division, email: davidcarey@elpasoco.com or 719-520-7120. All technical questions need to be submitted by email. As appropriate, questions submitted in writing shall be answered and published in an addendum(s) on www.bidnetdirect.com

Bidders finding fault in the specifications contained in this IFB should notify the Procurement Specialist named above by the final questions due date and time listed above. The individual listed above is the only representative of the County with authority to provide any information, clarification, or interpretation regarding the plans, specifications, and any other contract documents or requirements. **Do not contact any other individual regarding this IFB.**

C. BID REQUIREMENTS

- 1. Bidder Requirements:** The Bidder agrees that they will provide the materials and/or perform the Work herein under the terms and conditions set forth in the awarded Contract and/or Purchase Order; and shall furnish and be responsible for all the labor, materials, tools, equipment, transportation, insurance, notifications, permits, and all other services and facilities necessary, including all incidental work and appurtenances as may be reasonably implied and as described in the specifications and other contract documents. All costs incidental to these requirements will not be paid for separately, but shall be included in the Work, including any testing required to approve an alternate source of backfill. The Contractor shall be responsible to pay all costs for permits, licenses, fees, and insurance which may be required to perform the Work required, unless stated otherwise herein. Surcharges are not allowed.
- 2. Bid Review:** It is recommended that bidders on this Project review the Work site. The Bidder certifies that it has examined the location of the proposed Work and is familiar with the drawings and the specifications and all contract documents related thereto, and the local conditions at the place where the Work is to be done. The Bidder has carefully checked all the quantities and understands that the County will not be responsible for any errors or omissions on the part of the Bidder in making this bid.
- 3. Bid Bond:** Each bid must be accompanied by a Bid Guarantee in the amount not less than five (5%) percent of the total bid price in the form of a bid surety bond issued by a company rated not lower than A- in Best's Insurance Guide, latest edition, or have a Best's Financial Rating of at least class X, cashier's check, or certified check drawn on an acceptable bank and payable without qualification to El Paso County.
- 4. References:** Bidders must provide customer references on or with the Qualification Statement Form included in this IFB. These forms shall serve the purpose of determining whether or not a bidder is responsive, responsible, and able to perform the Work required in the time frame allowed. Bidders must have all licenses and certifications required to perform the Work requested herein in order to submit a bid.
- 5. Work Plan and Schedule:** Describe/show how the Bidder plans to schedule the Work by task, availability of materials, equipment & labor, etc. to maximize construction efficiency. Schedules shall include start date, key tasks, project milestones, phasing, completion date etc. and shall be as comprehensive as practicable. Schedules submitted for this bid shall assume a Notice to Proceed per the IFB Timetable. The start date will be based on the actual Notice to Proceed and approved schedule.
- 6. Key Personnel:** The Contractor shall provide the following information for, at a minimum, the Project Manager, Superintendent and Foreman(s):

- a. List of Key Personnel with name, title and scope of their work for each applicable phase of construction (multiple people may be named for each position for bidding purposes)
 - b. Provide a resume' or similar information
7. **Bid Form:** Bidders must completely fill out all Forms included in this IFB but may attach additional pages if more space is needed. The Bid Form is a separate document, in spreadsheet format. Other forms/formats will not be accepted.

Bids shall be complete and signed by an authorized representative of the Bidder. These forms shall serve the purpose of determining whether or not a bidder is responsive, responsible, and able to perform the Work required in the time frame allowed.

Failure to submit all information requested may result in the El Paso County Contracts & Procurement Division requiring prompt submission of missing information. Bids which are substantially incomplete or lack key information may be rejected by the Contracts & Procurement Division.

8. **Pricing:** For bidding purposes, if there is a conflict between the Extended Total of an item and the Unit Price, the Unit Price shall prevail. All costs incidental to these requirements will not be paid for separately but shall be included in the Work. Quantities noted are estimates based on the most current information available to the County. Any approved changes shall be based upon the Unit Prices.
9. **Licenses:** Bidders must have all licenses and certifications required to perform the Work requested herein in order to submit a bid.
10. **Similar Projects:** Describe/summarize the Company's relevant experience. Include a maximum of 5 relevant projects with similar services, timelines and/or magnitudes, as applicable, on or with the Qualification Statement Form.
11. **Insurance:** Bidders must submit specimen copies of certificates of insurance identified on the attached Insurance Checklist.
12. **Exceptions:** If the Bidder does not agree with any terms or conditions of the solicitation and award documents, the Bidder must present its exceptions with its bid.

D. BID SUBMISSION

In effort to minimize unnecessary risk of exposure to the Coronavirus and comply with CDC guidelines for group gatherings, bids **MUST be emailed** to davidcarey@elpasoco.com by no later than 1:00 PM (MT), Thursday, March 11, 2021, with copy to normaingalls@elpasoco.com. The Bid Opening for IFB No. 21-036 will take place VIA TELECONFERENCE utilizing the call-in information below:

Participant-guest login:

1. Dial access number: 1-877-820-7831
2. Enter the participant-guest pass code: 514880#

Bidders are NOT required to participate. No in person entry to our building will be permitted

IT IS THE BIDDERS RESPONSIBILITY TO VERIFY BY PHONE (IF ACKNOWLEDGEMENT OF RECEIPT OF BID IS NOT RECEIVED) COUNTY RECEIPT OF EMAILED BID.

The Bidder is prohibited from submitting multiple bids in a different form (i.e. as a prime contractor and as a sub-contractor to another prime contractor). Submittal of multiple bids in different form may result in the disqualification of all Bidders associated with a multiple bid.

Should any such prohibited action stated above in this section be detected any time during the term of the contract, such action shall be considered a material breach and grounds for Contract termination.

By submitting their bid, the Bidder certifies that they are not currently debarred from submitting bids or proposals for contracts by any agency of El Paso County, Colorado and/or the State of Colorado, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by El Paso County, Colorado or the State of Colorado. Also, that the Bidder represents that it has:

- Thoroughly examined and become familiar with the scope of services outlined in this IFB
- Is capable of performing quality work to achieve the County's objectives

A Bidder shall be disqualified and rejected by the County if the price in the bid was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other bidder, County employee, or any competitor.

E. INSURANCE REQUIREMENTS

For bid purposes, bidders must submit copies of certificates of insurance for professional and general liability and workers' compensation, as referenced on the Response Checklist. The successful Bidder will be required to provide original certificates for Professional Liability; Comprehensive General Liability; Automobile Liability; and any specialized liability required by the nature of the Work, prior to commencing Work, at its own expense, **naming El Paso County as an additional insured**, along with an original Workers Compensation certificate, both with a thirty (30) day cancellation notice, and maintain such coverage for the duration of the Bid Award/Contract.

F. BEST VALUE BID EVALUATION CRITERIA

Additional information may be requested from any bidder for clarification purposes. These requests may be made prior to, during or after the bid evaluation, but in no way will change the original submitted bid. Bids will be evaluated for best-value award based on the following criteria:

- Completeness of bid and compliance to the IFB specifications & requirements.
- Bidder's relevant experience in jobs of similar scope and complexity.
- Experience & Qualifications of key personnel assigned to this project.
- References and Past Performance.
- Work Plan and Schedule.
- Pricing.
- Any exceptions submitted.

G. BID AWARD

Issuance of this IFB and receipt of bids does not commit the County to award a purchase order or contract. The County reserves the right to postpone opening, to accept or reject any or all bids received in response to this IFB, to award a contract to one (1) or more bidders, or to cancel all or part of this IFB.

The bidder must be deemed responsive and responsible to be awarded this Project. To be deemed responsive, the bidder must be a person whose bid conforms in all material respects to the terms set out by the County in this Invitation for Bids. To be deemed responsible, the bidder must be a person who has the capability in all respects to perform in full the Contract requirements and the integrity and reliability that will assure good faith performance.

Any contract awarded between the County and the successful Contractor may consist of this IFB and any addendums, the submitted bid, original certificates of insurance, and the resulting Purchase Order(s). If the Bidder does not agree with any terms or conditions of the solicitation and award documents, the Bidder must present its exceptions with its bid. If no concerns are expressed by the Bidder, the County shall consider that all terms and conditions of the standard contract shall control. El Paso County reserves the right to reject bids based upon exceptions to the standard contract terms and conditions.

H. TERM OF CONTRACT

The term of the contract will be from date of award through Project completion.

I. ATTACHMENTS

1. Project Site Plan with Construction Details
2. Topographic Survey-EPC Fairgrounds.
3. Site Photos
4. HUD Form 4010
5. HUD Form 92554M
6. Davis-Bacon Prevailing Wages Report.
7. Bid Form
8. Instructions for Submitting Construction Bids
9. County Construction Contract
10. General Conditions to the Construction Contract
11. Insurance Checklist
12. Colorado COVID-19 Construction Guidance

EL PASO COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY BIDS BASED ON ABILITY TO MEET OR EXCEED THE MINIMUM SPECIFICATIONS, PRICE, QUALITY, DELIVERY, AVAILABILITY OF MATERIALS, QUALIFICATIONS, EXPERIENCE, REFERENCES, DISCOUNTS, MANPOWER, EQUIPMENT, INSURANCE, BONDS, SCHEDULING, OR CAPABILITY OF BIDDERS TO PERFORM THE REQUIREMENTS AND ACCEPT THE BID THAT IS DEEMED TO BE IN THE BEST INTEREST OF EL PASO COUNTY.

David Carey

David Carey, CPPB
Procurement Specialist

EL PASO COUNTY
 CONTRACTS AND PROCUREMENT DIVISION

CONTRACTOR'S QUALIFICATION STATEMENT
 FOR
 ADA ACCESSIBILITY IMPROVEMENTS AT EI PASO COUNTY FAIRGROUNDS

This statement will provide information which will enable the County to evaluate the qualifications of your firm and staff with regard to the requirements of this Invitation for Bids (IFB). **Please complete this form in its entirety and submit it along with the other required bid documents.** If there is not enough room on the form to answer the questions, attach additional pages as necessary. If additional information is provided on a separate sheet for any of these items, clearly specify where it can be located in your submittal package.

(PRINT or TYPE)

FIRM NAME: _____
 ADDRESS: _____
 CITY STATE ZIP: _____
 AUTHORIZED REPRESENTATIVE NAME: _____
 AUTHORIZED REPRESENTATIVE TITLE: _____

AUTHORIZED REPRESENTATIVE SIGNATURE (sign here):

PHONE: _____ FAX: _____ EMAIL: _____

1. TYPE OF BUSINESS

CORPORATION INDIVIDUAL
 PARTNERSHIP JOINT VENTURE
 OTHER: _____

2. TYPE OF LICENSE & LOCATION

3. CONTRACTOR CLASSIFICATION

<input type="checkbox"/> GENERAL CONTRACTOR	<input type="checkbox"/> ELECTRICAL CONTRACTOR
<input type="checkbox"/> PLUMBING CONTRACTOR	<input type="checkbox"/> HVAC CONTRACTOR
<input type="checkbox"/> ROOFING CONTRACTOR	<input type="checkbox"/> ASBESTOS REMOVAL
<input type="checkbox"/> OTHER (PLEASE SPECIFY): _____	

4. NUMBER OF YEARS IN BUSINESS: _____

5. ON A SEPARATE SHEET PROVIDE A BRIEF HISTORY OF YOUR FIRM, STAFF SIZE AND EXPERIENCE. SUBMIT A RESUME FOR THE PROJECT MANAGER AND EACH KEY PERSONNEL ASSIGNED TO THIS PROJECT.

6. WHAT OTHER NAME(S) HAS YOUR COMPANY OPERATED UNDER:

7. HAVE YOU OR YOUR FIRM EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU?
 YES NO IF "YES", EXPLAIN:

8. HAS ANY OFFICER OR PARTNER OF YOUR ORGANIZATION EVER BEEN AN OFFICER OR PARTNER OF ANOTHER ORGANIZATION THAT FAILED TO COMPLETE A CONSTRUCTION CONTRACT WITHIN THE LAST FIVE (5) YEARS? YES NO IF "YES", EXPLAIN:

9. HAS YOUR FIRM OR ANY PARTNERS OR OFFICERS EVER BEEN INVOLVED IN ANY BANKRUPTCY ACTION? YES NO IF "YES", EXPLAIN:

10. ARE YOU PRESENTLY INVOLVED IN ANY LITIGATION WITH AN OWNER OR OTHER GOVERNMENT AGENCY? YES NO IF "YES", EXPLAIN TYPE, KIND, PLAINTIFF, DEFENDANT, ETC., AND STATE THE CURRENT STATUS (attach pages if necessary):

11. BANK REFERENCE: _____

ADDRESS: _____

CONTACT: _____

PHONE: _____

12. LIST THREE (3) SIMILAR PROJECTS (LOCAL OR STATE-WIDE) FROM LAST FIVE (5) YEARS. INCLUDE LOCATION OF PROJECT; CONTACT NAME, ADDRESS, PHONE NUMBER; SIZE OF PROJECT (CONTRACT AMOUNT):

NOTE: DETAILED INFORMATION ON THESE PROJECTS MAY ALSO BE REQUESTED IN THE IFB PACKAGE.

1. _____

2. _____

3. _____

13. LIST CURRENT SIMILAR PROJECTS (LOCAL OR STATE-WIDE) UNDER CONTRACT- INCLUDE LOCATION OF PROJECT, CONTACT NAME, ADDRESS, TELEPHONE NUMBER, SIZE OF PROJECT (CONTRACT AMOUNT). NOTE: DETAILED INFORMATION ON THESE PROJECTS MAY ALSO BE REQUESTED IN THE IFB PACKAGE.

1. _____

2. _____

3. _____

14. LIST OF SUB-CONTRACTORS TO BE USED FOR THIS PROJECT: (INCLUDE NAME, ADDRESS, TELEPHONE NUMBER, TYPE OF WORK, PERCENTAGE OF THE WORK)

1. _____

2. _____

3. _____

4. _____

5. _____

15. LIST OF MATERIAL SUPPLIERS TO BE USED FOR THIS PROJECT:
 (INCLUDE NAME, ADDRESS, TELEPHONE NUMBER, TYPE OF MATERIAL)

1. _____
2. _____
3. _____
4. _____
5. _____

16. BONDING COMPANY AND AGENT:

NAME: _____
 PHONE: _____
 (A) CURRENT BONDING RATE: _____
 (B) LARGEST INDIVIDUAL PROJECT BOND TO DATE: _____

17. SURETY (insurance) REFERENCE FOR LAST FIVE (5) YEARS: _____

IF ADDITIONAL INFORMATION IS PROVIDED ON A SEPARATE SHEET FOR ANY OF THESE ITEMS, CLEARLY SPECIFY WHERE IT CAN BE LOCATED IN YOUR BID PACKAGE.

The Signatory of this questionnaire guarantees the truth and accuracy of all statements herein.

1. I/We have cash and other liquid assets available for this project, independent of all other undertakings, in the amount of \$_____.

2. Following is a list of all work I/We have under contract at the present time:

Location Of Work	Character Of Work	Total \$ Amount	% Complete	Date Of Completion

3. The proposed work has been inspected by the BIDDER's representative, _____ as follows:

4. If awarded the Contract, I/We propose to carry out the work according to the following plan (attach pages if necessary):

5. I/We own and have available for the work the following equipment (attach additional pages if needed):

EQUIPMENT: (fully describe: size, condition, years of service, etc.)	LOCATED AT:	DATE AVAILABLE:

6. I/We expect to purchase the following equipment, which will reduce the available quick assets indicated in Paragraph 1 of this form by \$_____:

7. I/We expect to rent the following equipment:

8. I/We expect to sublet the following items: (If the total amount of items is more than 20% of the entire contract, the name of the sub-contractor* must be given.)

*The proposed sub-contractor must add his statement that his name has been used with his knowledge and consent, and add his proper signature to such statement.

EL PASO COUNTY
CONTRACTS AND PROCUREMENT DIVISION

DECLARATION FORM
FOR
ADA ACCESSIBILITY IMPROVEMENTS AT EI PASO COUNTY FAIRGROUNDS

TO: EL PASO COUNTY
COLORADO SPRINGS, CO
SIR:

I have examined the specifications for the proposed work.

I understand and accept the proposition that the estimate of quantities is approximate only, that the quantities are subject to either be increased or decreased and therefore propose to perform any increase and/or decrease in quantities at the unit price named in the bid schedule.

I agree that the Invitation for Bid, Instructions to Bidders, the General Specifications, any Addendums, Non-Collusion Affidavit, Bid Form and this Declaration Form shall be part of the Contract.

If my bid is accepted, I will furnish a Performance Bond and labor and material Payment Bond in a form acceptable to the Procurement Director, in a sum equal to 100% of the contract price, with surety listed on the Federal Treasurer's list, to guarantee the completion of the work and also to guarantee that all labor and material used in this work, or incidental to the completion of this work, shall be fully paid for.

I hereby propose to furnish all labor, equipment, materials and supplies and to sustain all the expenses incurred in doing the work hereinafter described and in accordance with the Plans and bid Specifications and under the direction and instructions of the County Project Manager or his authorized assistant, for the prices shown in the bid schedule.

I agree to protect all of my employees on this contract by enforcing adequate safety practices and providing Workman's Compensation insurance.

I agree that any extra work and/or materials which the County Project Manager may order in writing is to be paid for either at a unit price and extended price as agreed upon prior to the work. Force account bills will be checked and signed at the end of each day by the County Project Manager or his designated representative and the Contractor's Representative provided that nothing for which a bid price is provided in this bid schedule is to be classed as extra work.

I hereby agree to execute a Contract and provide Bonds as required within ten (10) days, or such further time as may be allowed in writing by the Procurement Director, after receiving the Notification of Award based on this bid. If I do not respond within the designated time frame, the Board of County Commissioners may proceed to award the contract to another, to re-advertise the work for bids or proceed in any lawful manner deemed advisable. The Bid Bond accompanying my bid shall become forfeited to the County of El Paso as liquidated damages.

I hereby agree to conform to the specifications, which indicate procedures of commencing and completing the work or to bid by any changes thereof as may be designated in writing by the County Project Manager and mutually agreed to.

It is agreed that in case the Contract is awarded another, the Bid Bond, unless forfeited as stated above, will be returned to my firm designated below.

RESPECTFULLY SUBMITTED:

AUTHORIZED SIGNATURE:

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

DATE: _____

PHONE: _____

ATTEST:

This bid must be signed in ink by a signing officer for the company. When a corporation is the bidder, the person signing shall state under the laws of what state the corporation was chartered and the name and title of the officer having authority under the by-laws to sign contracts. The bid shall also bear the seal of the corporation attested by its secretary. Anyone signing the bid as agent must file with it legal evidence of their authority to do so.

EL PASO COUNTY
CONTRACTS & PROCUREMENT DIVISION

STATEMENT OF ANTICIPATED SUBCONTRACTORS
FOR
ADA ACCESSIBILITY IMPROVEMENTS AT EI PASO COUNTY FAIRGROUNDS

1. SUBCONTRACTOR'S NAME: _____
ADDRESS: _____
CONTACT NAME: _____ PHONE: _____
DESCRIPTION OF WORK: _____
ANTICIPATED SUBCONTRACTED AMOUNT \$ _____

2. SUBCONTRACTOR'S NAME _____
ADDRESS: _____
CONTACT NAME: _____ PHONE: _____
DESCRIPTION OF WORK: _____
ANTICIPATED SUBCONTRACTED AMOUNT \$ _____

3. SUBCONTRACTOR'S NAME: _____
ADDRESS: _____
CONTACT NAME: _____ PHONE: _____
DESCRIPTION OF WORK: _____
ANTICIPATED SUBCONTRACTED AMOUNT \$ _____

IF ADDITIONAL SUBCONTRACTORS ARE ANTICIPATED, LIST ON A SEPARATE PAPER AND ATTACH TO THIS DOCUMENT.

UPON REVIEW OF SUBCONTRACTOR LIST, EL PASO COUNTY RETAINS THE RIGHT TO APPROVE OR DISAPPROVE ANY SUBCONTRACTOR ON THIS LIST.

NOTE: SUBCONTRACTORS SHALL ABIDE BY THE SAME GENERAL CONDITIONS AND CONTRACT TERMS AS CONTRACTOR.

CONTRACTOR NAME

AUTHORIZED REPRESENTATIVE (PRINT) TITLE

AUTHORIZED SIGNATURE DATE

