

EL PASO COUNTY



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COLORADO

FINANCIAL SERVICES DEPARTMENT
TRACI GORMAN, CPPO, CPPB – CONTRACTS & PROCUREMENT MANAGER

INVITATION FOR BIDS
IFB NO.: 22-034
WIDEFIELD ADA IMPROVEMENTS (CDBG) PROJECT

Sealed bids for the **Widefield ADA Improvements (CDBG) Project** (CDBG #4202606) for the El Paso County Department of Public Works (Engineering Division) will be received by El Paso County Contracts & Procurement Division, 15 E. Vermijo Avenue, Colorado Springs, CO 80903, **via Rocky Mountain E-Purchasing System by no later than 3:00 PM (MT), Tuesday, March 15, 2022**, at which time they will be publicly opened and read aloud (via Teleconference).

This project is being funded by the following sources: Community Development Block Grant and El Paso County. The Project is subject to Davis-Bacon requirements and there is no DBE or OJT set goal for this project.

A **VOLUNTARY PRE-BID CONFERENCE** will be held at 3275 Akers Drive on **Tuesday, March 1, 2022 at 3:00 PM (MT)**. While this meeting is not mandatory, it is strongly recommended that interested firms attend to have questions answered. When attending the Pre-Bid Conference, the attendee should bring his/her business card.

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 Becky Schaffstein, CPPB, Procurement Specialist, email beckyschaffstein@elpasoco.com or 719-520-6392. Do not contact any other individual regarding this IFB. **Final questions are due no later than 3:00 PM (MT), Thursday, March 3. Questions should be submitted via Rocky Mountain E-Purchasing System.**

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/ TRACI GORMAN
CONTRACTS MANAGER

PUBLICATION DATES:

BidNet:

February 14, 2022

15 E. VERMIMO AVENUE
OFFICE: (719) 520-6390



COLORADO SPRINGS, CO 80903
FAX: (719) 520-6730

IFB NO.: 22-034

DUE DATE: March 14, 2022

EL PASO COUNTY
CONTRACTS AND PROCUREMENT DIVISION

RESPONSE CHECKLIST
FOR
WIDFIELD ADA IMPROVEMENTS (CDBG) PROJECT

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
	Declaration Form
	Statement of Anticipated Subcontractors
	Non-Collusion Affidavit
	CDOT Form 606 – Anti-Collusion Affidavit
	CDOT Form 1413 – Bidder's List

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

IFB NO.: 22-034

DUE DATE: March 14, 2022

**EL PASO COUNTY
CONTRACTS AND PROCUREMENT DIVISION**

GENERAL SPECIFICATIONS

FOR

WIDEFIELD ADA IMPROVEMENTS (CDBG) PROJECT

El Paso County (County) is seeking written best value bids from qualified, licensed, and experienced contractors to provide all labor, materials, and equipment necessary for the Construction of the Widefield ADA Improvements (CDBG) Project. This Project is being funded through the following sources: Community Development Block Grant (CDBG Project No. 4202606) and El Paso County.

The Project, to which the construction work covered by this contract pertains, is being assisted by the U.S. Department of Housing and Urban Development (Office of Housing) and the attached Federal Labor Standards Provisions (Attachment 4 – CDBG Special Provisions) are included in this Contract pursuant to the provisions applicable to such Federal assistance. The contractor or subcontractor will insert in any subcontracts the clauses contained in CDBG Special Provisions and such other clauses as HUD or its designee may by appropriate instructions require, a copy of the applicable prevailing wage decision, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The selected prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in the CDBG Special Provisions.

The Project is subject to Davis-Bacon requirements.

The County of El Paso, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

IFB TIMETABLE

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

IFB NOTICE BIDNET ADVERTISED	Monday, February 14, 2022
PRE-BID CONFERENCE	3:00 PM (MT), Tuesday, March 1, 2022
FINAL IFB QUESTIONS DUE	3:00 PM (MT), Thursday, March 3, 2022
BID DUE DATE	3:00 PM (MT), Tuesday, March 15, 2022
BID REVIEW	<i>Week of March 14, 2022</i>
<i>CLARIFICATIONS / IF NECESSARY</i>	<i>Week of March 21, 2022</i>
<i>RECOMMENDATION OF AWARD TO BOCC</i>	<i>Late March/ Early April</i>
<i>ESTIMATED NOTICE TO PROCEED</i>	<i>Early April</i>

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

I. GENERAL INFORMATION

A. BACKGROUND

El Paso County proposes to maintain the pedestrian access route (PAR) within the Widefield area by replacing and improving portions of concrete drainage and pedestrian facilities for concrete items such as the existing sidewalks, curb and gutter, curb ramps and cross pans along Kiva Road (starting from Security Blvd. to Otowi Dr.), Delbrook Drive (starting from Fordham St. to Judson St.) and Dean Drive (starting from Cornell St. to Kilgore St.) as funding allows. The Construction priority is planned to begin at Kiva Road and then as funding allows continue to Delbrook Drive and then finish at Dean Drive as funding allows. The Concrete work will require ADA improvements for the pedestrian modal connectivity where needed and as designated by El Paso County Inspection team. Sidewalk improvements will include widening sidewalk width; to four feet minimum (between the resident driveways) and five feet minimum (planned along driveway width). This project will provide the residential neighborhood with an ADA compliant and safer pedestrian link between residences and throughout other neighborhoods.

The Project shall generally consist of removal of old concrete and installing new concrete curb, gutter, sidewalk, and pedestrian ramps where needed and as designated by the El Paso County inspection team.

Due to limited funding, only a portion of the concrete work that is needed will be completed during this phase of construction. Please see the itemized Bid Form for the proposed installed quantities. It is planned that El Paso County Inspection staff will designate areas along Kiva Road (starting from Security Blvd. to Otowi Dr.), as funding allows.

The construction contract is a working day contract and **construction shall be completed in fifty days (50) workable working days. Proposed start date is around April 2022.** Bidders shall provide a schedule in their bid submittal to reflect their best estimated construction duration.

This work shall also include providing all temporary construction best management practices (BMP's) to properly protect storm water systems that are within the El Paso County roadway network and right-of-way (ROW). All required temporary construction BMP's such as rock socks, silt fencing, concrete washout, tracking control pads that are necessary to protect storm inlets and run-on and runoff as per the El Paso County standards shall be included as part of this bid.

The Project requires coordination with the utility companies during construction however there are no known utility impacts for this project. Contractor is responsible for coordinating with the Utility companies such as utility locates before construction can begin.

The Contractor's approved traffic control plan shall always be maintained unless otherwise approved by the Engineer. See specifications for Traffic Control requirements that must meet MUTCD (most recent) at all times. Access to businesses, residences shall be maintained at all times.

All the construction shall be within the County right-of-way or within easements obtained by the County.

Construction Management (CM) services and materials testing for quality assurance (QA) shall be provided by El Paso County. Quality Control (QC) is the contractor's responsibility as per the specifications.

BID FORM CLARIFICATION: The "SUMMARY OF QUANTITIES" on the bid form is for payment of all items that are consider as part of this project and as specified. BID TAB should be considered complete for all project compensation.

B. REQUIRED CDOT FORMS

The Contractor must provide the following CDOT forms with their bid submittal:

Required Form	Due Date
CDOT Form 606 – Anti-Collusion Affidavit	With Bid Submittal
CDOT Form 1413 – Bidders List	With Bid Submittal

C. PERMITS

The following permits are required for the Project and shall be obtained by the Contractor:

- El Paso County Work in the Right-of-Way Permit (fee waived)

The following permits are required for the Project and have been obtained by the County:

- Not Applicable

II. TECHNICAL REQUIREMENTS

A. SCOPE OF SERVICES/SPECIFICATIONS

The work is to include, but shall not be limited to, the following:

These bid specifications incorporate the document entitled “STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION”, Colorado Department of Transportation, State of Colorado (2021), plus the documents entitled “Pikes Peak Region Asphalt Paving Specifications” (version 5, March 2019) and El Paso County Engineering Criteria Manual (Revised 10/14/20) 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” (2021) including all specification issuance updates as applicable, 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”, the “El Paso County Engineering Criteria Manual”, and the “Colorado Springs City Engineering Division Standard Specifications” for use in proposing and construction of the Project.

The Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, 2021, controls construction of this Project. The special provisions supplement or modified Standard Specifications 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, 2021.

Asphalt materials and activities for the Widefield ADA Improvements Project shall be in accordance with the “Pikes Peak Region Asphalt Paving Specifications”.

Construction signage shall follow the federal “MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES”, latest edition (MUTCD).

The El Paso County Engineering Criteria Manual can be downloaded from:

https://library.municode.com/co/el_paso_county

The Pikes Peak Region Asphalt Paving Specifications can be downloaded from:

<https://publicworks.elpasoco.com/policies-manuals/>

Key Specification Items (1 thru 10)

1. **CONCRETE:** Class B concrete to be used unless otherwise specified or approved by the Engineer. The Contractor can choose to use high early strength concrete, but it is not required. If the Contractor chooses to use high early strength concrete, it will be paid for at the regular unit rate for that item. All concrete mixes must be approved by EPC.
2. **CURING:** Curing concrete shall be as specified in Section 601.13 of CDOT's *Standard Specifications for Road and Bridge Construction*. This item will not be paid for separately but will be incidental to the project.
3. **COLD WEATHER:** Cold weather treatments of concrete shall follow the methods as described in Sections 601.12(c) and 601.13 of *Standard Specifications for Road and Bridge Construction*, Department of Transportation, State of Colorado, 2021. This item will not be paid for separately but will be incidental to the project.
4. **ASPHALT PAVEMENT MATERIAL (APM):** Grade S or SX asphalt with Performance Graded Binder 58-28 (PG 58-28) shall be used for patching, per the *Pikes Peak Region Asphalt Paving Specifications*, Version 5, March 2019.
5. **REMOVALS:** Removals shall be as specified in Section 202 as described in *Standard Specifications for Road and Bridge Construction*, Department of Transportation, State of Colorado, 2021.
6. **SUBGRADE PREP:** Contractor is responsible for Subgrade Preparation that will consist of blading, scarifying, adjusting moisture content, and compacting to at least 95 percent of maximum dry density in accordance with AASHTO T 99. This item will not be paid for separately, but will be in the cost of removal, patching, and concrete placement as necessary. In the event any new disturbance is caused by Contractor, revegetation shall be completed, will not be paid for separately and will be included in the cost of the work. Contractor will need to account for any additional preparation work that is needed where sidewalks are to be widened to meet the 4 feet minimum required width. This preparation work is considered incidental to subgrade prep and will not be paid for separately.
7. **ASPHALT PATCHING:** The Contractor shall perform preparation work on areas where curb, gutter, and sidewalk are removed. This entire item is identified as Asphalt Patching, and all work necessary to complete the patching and preparation work is incidental to the item. Preparation work shall include saw cutting, dig-out and all removals, placing aggregate base course, and patching with asphalt paving material (APM) as directed by the Engineer. The repair work shall be performed in accordance with Section 4.L of the *Pikes Peak Region Asphalt Paving Specifications*. For estimating purposes, 6 inches of full-depth asphalt has been used and 6 inches maximum of subgrade removal and replace with Aggregate Base Course (Class 6) as required. Areas requiring preparation work will be approved by the Engineer prior to proceeding with the work. It is the Contractor's responsibility to stay in close contact with the Engineer to determine the depth of excavation necessary for the preparation work. Prior to starting fieldwork, a Method of Handling Traffic (MHT) plan shall be submitted by the Contractor and approved by El Paso County Department of Public Works. Asphalt used for preparation work will be paid for by the ton. Tack oil used in asphalt, removal of existing asphalt, and removal of any existing subgrade shall be included in the cost of asphalt patching. All removed asphalt shall become the property of the Contractor. The cost for removal and hauling shall be included in the Asphalt Patching item and will not be paid for separately.
8. **SIDEWALKS:** Concrete sidewalk shall be as specified in Section 608 as described in *Standard Specifications for Road and Bridge Construction*, Department of Transportation, State of Colorado, 2021. Reinforcing steel is not required for sidewalks. Sidewalks shall be installed at 4 inches thick as a minimum or match existing or as directed by the Engineer. For estimating purposes assume 6 inches maximum depth of removal and preparation of subgrade may be required. 6 inch concrete sidewalk depth is

anticipated to be used at driveways.

9. CURB AND GUTTER: Concrete curb and gutter and Type 2 gutter (cross pan) shall be as specified in Section 609 and as follows. For estimating purposes assume 6 inches maximum depth of removal and preparation of subgrade may be required.
 - a. Curb and Gutter Type E will be 6 inches thick and as shown in the Engineering Criteria Manual Detail SD 2-20 (to remove and replace existing as required).
 - b. Curb and Gutter Type C will be 6 inches thick and as shown in the Engineering Criteria Manual Detail SD 2-20 (to remove and replace existing as required).
 - c. Reinforcing steel is not required for curb and gutter, except for the dowels as required below.
 - d. If the Gutter Type 2 (cross pan) is poured in multiple pours, dowels will be required at the joints between slabs. The dowels will be smooth bars, 18 inches long, and placed 18 inches on center.

10. CURB RAMPS: Curb ramps shall be as specified in CDOT's M&S Standard M-608-1, Type 2A. Reinforcing steel is not required for curb ramps. For estimating purposes assume 6 inches maximum depth of removal and preparation of subgrade may be required.
 - a. All work shall be done in accordance with the Americans with Disabilities Act (ADA) as specified in the El Paso County *Engineering Criteria Manual Chapter 6*, and CDOT's *M&S Standards*.
 - b. Contractor to notify Engineering Division Inspection staff 48 hours prior to concrete placement.
 - c. Pedestrian ramp construction shall be with CDOT Class B concrete, minimum 4" thick at top of ramp, 8" thick minimum at bottom of ramp, non-colored, non-scored, coarse broom finish.
 - d. Ramp location and length may require modification to maintain the 12:1 maximum running ramp slope and 20:1 detectable warning area due to street intersection grades and/or alignment.
 - e. Detectable warning area shall start a minimum of 6" and no more than 8" from the flow line of the curb at any point.
 - f. Detectable warning area shall conform to ADA requirements specified in *the Engineering Criteria Manual*. The detectable warnings shall be cast iron plates. All detectable warning devices must be approved by the Engineer prior to placement.
 - g. The detectable warning area shall be 24" in length and the full width of the ramp.
 - h. Ramp width required is same as approaching sidewalk; 4' minimum.
 - i. Avoid placing drainage structures, traffic signals or signage, utilities or junction boxes, or other obstructions within proposed ramp areas.

Construction modifications may be requested by the Engineer to accommodate existing field conditions.

The El Paso County Engineering Criteria Manual and the Pikes Peak Region Asphalt Paving Specifications can be downloaded from: https://library.municode.com/co/el_paso_county

B. PROJECT STANDARD SPECIFICATIONS

- 1.1 Standard Specifications related to construction materials and methods for the Work embraced under this contract shall consist of the "Colorado Department of Transportation Standard Specifications for Road and Bridge Construction", 2021, and the El Paso County Engineering Criteria Manual, (Revised 10/14/2020). In the event of a conflict between these two documents, the Engineering Criteria Manual shall govern.

- 1.2 Certain terms utilized in the Specifications referred to in Paragraph 1.1 above shall be interpreted to have different meanings within the scope of this contract. A summary of redefinitions follows:
 - 1.2.1 "Central Laboratory" shall mean El Paso County, Colorado or designated representative.
 - 1.2.2 "Chief Engineer" shall mean the County Engineer, El Paso County, Colorado, or designated representative.
 - 1.2.3 "County" shall mean El Paso County, Colorado.
 - 1.2.4 "Department" shall mean El Paso County, Colorado, Department of Public Works.

- 1.2.5 “Department of Transportation” shall mean El Paso County, Department of Public Works, Engineering Division.
- 1.2.6 “District Engineer” shall mean the County Engineer, El Paso County, Colorado, or designated representative.
- 1.2.7 “Division” shall mean the El Paso County Engineering Division.
- 1.2.8 “Division of Highways, State of Colorado” shall mean El Paso County, Colorado.
- 1.2.9 “Engineer” shall mean the County Engineer, El Paso County, Colorado, or designated representative.
- 1.2.10 “Project Engineer” shall mean the County Engineer, El Paso County, Colorado, or his designated representative.
- 1.2.11 “Regional Transportation Director” shall mean the El Paso County Engineer or designated representative.
- 1.2.12 “Staff Construction Engineer” shall mean the County Engineer, El Paso County, Colorado, or designated representative.
- 1.2.13 “State, State of Colorado, or State Department of Transportation or CDOT” shall mean El Paso County, Colorado (where applicable).

C. PROJECT SPECIAL PROVISIONS

NOTE: This section is attached as a separate document. See Attachments

D. CDOT STANDARD SPECIAL PROVISIONS

NOTE: This section is attached as a separate document. See Attachments

E. COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) SPECIAL PROVISIONS

NOTE: This section is attached as a separate document. See Attachments.

F. GENERAL PROVISIONS/CONTRACTOR RESPONSIBILITIES

1. **Warranty:** Paragraph 3.5.3 of the General Conditions to the Contract does apply. Contractor shall verify all dimensions, measurements, and amounts, and ensure safety and security of the work.
2. **Labor:** The Contractor shall conform to all the provisions of the Federal, State, and Local laws and regulations relating to labor. Article XXII, Paragraph 22.12 of the General Conditions to the Construction Contract does not apply to federally funded projects.
3. **Work Hours:** The Contractor shall work during daylight hours only or between 7:00 AM and 7:00 PM, whichever is stricter, unless otherwise approved by the Engineer or as specified in the Project Specifications.
4. **Licenses & Permits:** Contractor shall have or obtain all necessary permits, licenses, certifications, and insurance required before commencing the work. Contractor shall be responsible to pay all costs for permits, licenses, certifications, fees, 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.
5. **Pre-Construction Conference:** Prior to work commencing on the Project, a Pre-Construction Conference will be held at the El Paso County Department of Public Works, 3275 Akers Drive, Colorado Springs, CO, 80922. 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.

- 6. 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.
- 7. EEO-1 Survey:** An EEO-1 Report must be submitted to the Joint Reporting Committee if the contractor and subcontractors meet the eligibility requirements (29CFR 1602.7). For additional information regarding these federal requirements, please refer to:
<https://www.eeoc.gov/employers/eeo1survey/faq.cfm>
- 8. Construction Requirements:** 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.
- 9. Surveying:** All surveying for the project shall be provided by the Contractor.
- 10. 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 Engineer, 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.
- 11. 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).
- 12. Load Restrictions & Truck Routes:** Haul routes must be planned prior to bidding, 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 issued by El Paso County will be provided to the Contractor at no 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. Hauling of materials over base or surface courses shall be only as directed by the Engineer. The Contractor shall be responsible for all damage done by their hauling equipment. Suppliers shall also use County designated truck routes for all through traffic, deviating from the route(s) only at the point closest to the pick-up or drop-off of goods or materials.
- 13. Inspections: Quality control (QC), including but not limited to, compaction and materials testing is the Contractor’s responsibility.** For bidding purposes, the Contractor shall reference the 2021

CDOT Construction Manual for minimum testing and associated frequencies however see Project Special Provisions for anticipated minimum testing requirements provided passing tests are achieved. Type of testing and/ or frequencies may change depending on field conditions, Contractor's means and methods in achieving successful passing tests and at the discretion of El Paso County. El Paso County or its consultant will provide Construction Management (CM) services and will conduct materials testing for quality assurance and the Contractor will be responsible for quality control (QC) (See Project Special Provisions).

- 14. Utilities:** Utility relocations are not anticipated for this project however should any be required 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 will require full cooperation between the Contractor and the utility companies.
- 15. Traffic Control:** Road Closures are not anticipated and will not be allowed without first receiving written approval from El Paso County. The Contractor shall provide traffic control on all roadways within and surrounding the Project area in accordance with an approved Method of Handling Traffic (MHT) for each phase of construction as outlined in the Project Special Provisions. The Contractor shall provide and maintain traffic control for all work within the project limits.
- 16. Project Management:** The Contractor shall identify a project manager 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 responsive on a daily basis Monday through Friday 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 County Project Manager will be the primary point of contact for the County, however daily coordination and communications shall occur between the Contractor and the Project Inspector.
- 17. Public Relations:** Contractor shall support El Paso County as necessary for proper Public Relations requirements however Public Relations will be the responsibility of El Paso County.

G. 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 remedied immediately by the Contractor and corrected to an acceptable manner as determined by the County and at no additional cost to the County.
3. Upon failure on the part of the Contractor to comply with any order of the County Engineer made under the provisions of this article, the County Engineer shall 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.

H. EMERGENCY CANCELLATION OR CONTRACT/AGREEMENT

1. 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 Contracts & Procurement Division.

2. 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

I. RETAINAGE, PAYMENTS, ACCEPTANCE, AND FINAL PAYMENT

1. Partial payment will be made no more frequently than once a month, for Work satisfactorily completed, and accepted by the County Engineer, 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 & Procurement Division.
2. 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.
3. Upon notice from the Contractor of presumptive completion of the entire contracted Work, the County Project Manager shall inspect. If all the Work provided per the contract is found to have been satisfactorily completed, the County Engineer 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.
4. 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.
5. The County reserves the right to reject 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 must supply services and/or contract with another vendor for the services contracted hereunder, due to Contractor's inability to perform as required, the costs associated with such services shall be charged back to the Contractor.

6. 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 days after receipt of and approval of an acceptable invoice and ALL required backup documentation. **The Contractor shall submit all listed information/documents/forms with their invoice.** The Contractor shall submit invoices which shall contain, at a minimum, the following detailed information:

- Contract #
- Issued Purchase Order #
- Invoice #
- 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
- CDOT Form 1418 and/or Form 1419 to be attached
- WH-347 Certified Payroll Form (Davis-Bacon Requirement)
- Updated master schedule (as applicable)

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

III. **BID PROCESS REQUIREMENTS**

A. **PRE-BID CONFERENCE:**

A **VOLUNATRY Pre-bid Conference** will be held at 3275 Akers Drive on **Tuesday, March 1, 2022 at 3:00 PM (MT)**. The conference attendee shall be an agent of the Bidder, familiar and involved in the Bidder's work and the bid process. While this meeting is not mandatory, it is strongly recommended that interested firms participate to have questions answered.

B. **INQUIRIES:**

All questions must be submitted by **Thursday, March 3, 2022 at 3:00 PM (MT) via Rocky Mountain E-Purchasing System**. 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.

C. **BID REQUIREMENTS**

1. **Bidder Requirements:** The Bidder agrees that they shall 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 shall 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:** Pursuant to Subsections 102.04 and 102.05, it is recommended that bidders on this Project review the Work site and Plan details. 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 shall not be responsible for any errors or omissions on the part of the Bidder in making this bid.
3. **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 shall 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.

The following information must accompany your bid, in the order listed:

1. Response Checklist.
2. Addendum Acknowledgment, if applicable.
3. **Bid Form:** Contractor shall use the Bid Form attached to this IFB. Other forms/formats will not be accepted.
4. **CDOT Forms** - Contractor shall provide the following forms with their bid:
 - a) CDOT Form 606 – Anti-Collusion Affidavit
 - b) CDOT Form 1413 – Bidders List
5. **Bid Bond:** Each bid shall 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.
6. **References:** Bidders shall provide customer references on or with the Qualification Statement Form included in this IFB. These forms shall serve the purpose of determining whether a bidder is responsive, responsible, and able to perform the Work required in the time frame allowed. Bidders shall have all licenses and certifications required to perform the Work requested herein to submit a bid.
7. **Similar Projects: Bidder must have a minimum of 3 years' experience of relevant, similar work of equal complexity and magnitude to be deemed responsive.** 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. Include the following information for each similar project.
 - a. Location of project
 - b. Description of overall project scope including size/cost
 - c. Describe services provided by Bidder and percentage of work provided by Bidder
 - d. Contact name, address, phone number and describe their association with the project
 - e. *Specifically identify if the similar projects had Federal funding and what type of Federal funding.*

8. **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.
9. **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. Resume or similar information for each Key Personnel, including details on applicable or similar past projects.
10. Copies of Insurance certificates.
11. Qualifications Statement, using attached form.
12. Declaration Form, using attached form.
13. Statement of Anticipated Subcontractors, using attached form.
14. Non-Collusion Affidavit, using attached form.
15. Exceptions: Explain any exceptions you have with this document and/or the County's standard contract. If none are expressed, the County shall interpret as no exceptions.
16. **Forms:** Bidders must completely fill out ALL forms included in this IFB but may attach additional pages if more space is needed. Bids shall be complete and signed by an authorized representative of the bidder.

These forms shall serve the purpose of determining whether a bidder is responsive, responsible, and able to perform the Work required in the time frame allowed. Bidders shall have all licenses and certifications required to perform the Work requested herein to submit a bid. Failure to submit all information requested may result in the El Paso County Contracts & Procurement Division requiring prompt submission of missing information. Bid packages which are substantially incomplete or lack key information may be rejected by the Contracts & Procurement Division.

E. BID SUBMISSION

In effort to minimize unnecessary risk of exposure to the Coronavirus and comply with Centers for Disease Control (CDC) guidelines for group gatherings, bids must be received via **Rocky Mountain E-Purchasing System no later than Monday, March 14, 2022 at 3:00 PM (MT)**.

The Bid Opening for IFB 21-116 will take place VIA TELECONFERENCE utilizing the call-in information below:

Participant-guest login:

1. Dial access number: 1-720-279-0026
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 BIDDER'S RESPONSIBILITY TO VERIFY COUNTY RECEIPT OF BID

Bids shall be complete and signed by an authorized representative of the Bidder. 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 and Procurement Division. Additional information, literature, or brochures may be submitted WITH the bid form, or attached to it.

By submitting a bid, the bidder represents that it has:

- Thoroughly examined and become familiar with the scope of services as outlined in this IFB.
- Can perform quality work to achieve the County's objectives.

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 forms 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.

A Bidder shall be disqualified, and their bid rejected by the County if County determines 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.

F. INSURANCE REQUIREMENTS

For bid purposes, bidders may submit specimen copies of certificates of insurance for general liability and Workers' Compensation, as referenced on the Response Checklist. Upon receipt of Notice of Award, the successful Bidder shall submit original certificates for Comprehensive General Liability; Automobile Liability; Worker Compensation and any specialized liability required by the nature of the Work and as stated in the Insurance Checklist – Appendix C of this IFB. COIs shall name the Board of County Commissioners, El Paso County, CO as an additional insured and certificate holder, and shall include a thirty (30) day cancellation notice and maintain such coverage for the duration of the Bid Award/Contract.

G. BID AWARD

This Contract for this project will be awarded to the lowest qualified and responsible bidder. 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. Any Contract awarded between the County and the successful Contractor may consist of Construction Contract (a copy of which is included in this IFB package) signed by both the parties, this IFB and its attachments and any addendums, the submitted bid package, 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 shall 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.

The bidder shall be deemed responsive and responsible to be awarded this Project. To be deemed responsive, the bidder shall 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 shall 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.

H. SINGLE BID RECEIVED

If a single bid is received, the County may require the single bidder to provide a complete cost breakdown and perform a cost analysis of the proposed price and negotiate profit separately. If the County determines that the price is not fair and reasonable and re-solicitation would likely be futile, negotiations may be entered into with the single bidder.

When negotiating profit, the County will consider *all* of the following:

- The complexity of the work to be performed.
- Contractor's risk.
- Contractor's investment (labor, oversight, etc.) including how much and what type of resources the Contractor shall dedicate to performing the Contract.
- Subcontracting to include the complexity, the size, nature, and oversight needs of the subcontracts the Contractor will use.
- Quality of the Contractor's past performance.
- Industry profit rates in the surrounding geographical areas for similar work.

If the bidder refuses to provide a breakdown of their costs, the County reserves the right to cancel the solicitation and resolicit bids.

I. IFB REQUIREMENTS

It is not the intent of these specifications to cover each detail. Any problems that may arise must be promptly reported to the County and shall be subject to the decision of the County. The bidder is expected to carefully examine the size and scope of the proposed work prior to submitting its bid. The bidder certifies it has checked carefully all the specifications and attachments and understands that the County shall not be responsible for any errors or omissions on the part of the bidder in compiling and submitting this bid. The bidder has examined the location(s) of the proposed work and is familiar with 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 checked carefully all the quantities and understands that the County shall not be responsible for any errors or omissions on the part of the bidder in making this bid. All work performed shall meet all federal, state, and local regulations and codes. The bidder furthermore agrees, if awarded a contract for work included in this proposal, to begin and to complete and to deliver the work contemplated in accordance with the conditions set forth in the contract.

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.

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.

Further, Contractors and authorized Subcontractors affirm they registered on sam.gov and are not presently excluded from participation, debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise ineligible to participate in a federal payment program by any federal or State of Colorado department or agency. If Contractor or Subcontractor, or any of their respective employees or authorized agents, is excluded from participation, or becomes otherwise ineligible to participate in any such program during the term of the Contract, County shall notify the State in writing within three (3) days after such event. Upon the occurrence of such event, whether such notice is given to County, the County in its sole discretion, reserves the right to immediately cease contracting with Contractor and terminate this Contract without penalty to the County.

J. TERM OF CONTRACT

The term of the Contract will be from date of award estimated April 1, 2022, through July 1, 2022. Construction shall be completed in fifty days (50) workable working days.

K. ATTACHMENTS

Note: attachment items 6 thru 14 are consider as if attached but bidder is required to submit most current CDOT Forms as applicable and as required according to project specifications

1. Bid Form
2. Project Special Provisions
3. CDOT Standard Special Provisions (Spec Issuances)
4. Community Development Block Grant (CDBG) Special Provisions
5. Project Site Map
6. CDOT Form 205 – Sublet Permit Application
7. CDOT Form 605 – Contractors Performance Capability Statement
8. CDOT Form 606 – Anti-Collusion Affidavit
9. CDOT Form 621 – Assignment of Antitrust Claims
10. CDOT Form 1413 – Bidders List
11. CDOT Form 1416 – Good Faith Effort Report
12. CDOT Form 1418 – Monthly Payment Summary
13. CDOT Form 1425 – Supplier List
14. EEO-1 Report Sample
15. Construction Contract
16. General Conditions to the Contract
17. Instructions for Submitting Construction Bids
18. Insurance Checklist-Appendix C

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.

Becky Schaffstein

Becky Schaffstein, CPPB
PROCUREMENT SPECIALIST II

EL PASO COUNTY
CONTRACTS AND PROCUREMENT DIVISION

CONTRACTOR'S QUALIFICATION STATEMENT
FOR
WIDEFIELD ADA IMPROVEMENTS (CDBG) PROJECT

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

GENERAL CONTRACTOR ELECTRICAL CONTRACTOR
 PLUMBING CONTRACTOR HVAC CONTRACTOR
 ROOFING CONTRACTOR ASBESTOS REMOVAL
 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.

IFB 22-034

DUE DATE: March 15, 2022

**EL PASO COUNTY
CONTRACTS AND PROCUREMENT DIVISION**

**DECLARATION FORM
FOR
WIDEFIELD ADA IMPROVEMENTS (CDBG) PROJECT**

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 Engineer 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 Engineer 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 Engineer 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 Engineer 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
WIDEFIELD ADA IMPROVEMENTS (CDBG) PROJECT

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

EL PASO COUNTY
CONTRACTS & PROCUREMENT DIVISION

NON-COLLUSION AFFIDAVIT
WIDEFIELD ADA IMPROVEMENTS (CDBG) PROJECT

STATE OF _____)
COUNTY OF _____) SS

A. _____, being first duly sworn, deposes and says that:

1. Representative is the _____ (Owner, partner, officer, representative or agent) of (name of firm) _____ who is submitting the attached bid.
2. Representative is fully informed respecting the preparation and contents of the bid and of all pertinent circumstance respecting such bid;
3. Such information provided as a response to **IFB 22-034** is genuine and not collusive;
4. No representative(s) or any of the officer(s), partner(s), owner(s), agent(s), employee(s) or party(s) in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other company, firm or person replying to this IFB to submit information that is collusive or a sham in connection with such contract or has any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other company, firm or person to fix any overhead, profit or cost element of the submitted proposed price or the proposed price of any other company/firm submitting a bid, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against El Paso County or any person interested in the proposed contract; and
5. The price(s) quoted in the attached bid is fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the company or firm submitting a bid or any of its agent(s), owner(s), representative(s), employee(s), or party(s) in interest, including this affidavit.
6. Signed: _____

B. Subscribed and sworn to before me this _____ day of _____, 2022.

(NOTARY PUBLIC)

My Commission Expires: _____