

EL PASO  **COUNTY**
COLORADO

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FINANCIAL SERVICES DEPARTMENT

**INVITATION FOR BID
IFB #21-078
for
1099 KACHINA DRIVE DEMOLITION/ABATEMENT PROJECT**

Sealed **best-value** bids for **1099 Kachina Drive Demolition/Abatement Project** for the El Paso County Department of Public Works will be received by the El Paso County Contracts & Procurement Division, 15 E. Vermijo Avenue, Colorado Springs, CO 80903, via Rocky Mountain E-Purchasing System. As a backup please email to beckyschaffstein@elpasoco.com, with a copy to normaingalls@elpasoco.com, no later than **2PM (MT), Monday, August 9, 2021**, at which time they will be publicly opened (via teleconference) and read aloud.

A Pre-Bid meeting will not be held.

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 2PM (MT), Monday, July 26, 2021. Questions should be submitted via Rocky Mountain E-Purchasing System.**

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 Contactor will be required to furnish 100% Performance and Payment Bonds

**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

PUBLICATION DATES:

**BidNet: July 12, 2021
Fountain Valley News: July 14th &
21st, 2021**

IFB 21-078

Due Date: August 9, 2021

**EL PASO COUNTY
CONTRACTS AND PROCUREMENT DIVISION**

**RESPONSE CHECKLIST
FOR
1099 KACHINA DRIVE DEMOLITION/ABATEMENT 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 Bond (5%)
	Bid Form
	Work Plan and Schedule
	References including any required certificates/licenses
	Similar Projects
	Copies of Insurance Certificates
	Qualification Statement
	Statement of Anticipated Subcontractors
	Non-Collusion Affidavit
	Declaration Form
	Statement of Anticipated Subcontractors
	Exceptions to Contract Terms and Conditions (if applicable)
COMPANY	TELEPHONE NUMBER
STREET ADDRESS	FAX
CITY, STATE, ZIP	EMAIL
AUTHORIZED REPRESENTATIVE (PRINT)	TITLE
AUTHORIZED SIGNATURE	DATE

EL PASO COUNTY
CONTRACTS & PROCUREMENT DIVISION

**GENERAL SPECIFICATIONS
FOR
1099 KACHINA DRIVE DEMOLITION/ABATEMENT PROJECT**

I. GENERAL INFORMATION

A. BACKGROUND

El Paso County Department of Public Works (DPW) is seeking written best-value bids from qualified, licensed and experienced General Abatement Contractors to provide all labor, materials and equipment necessary for the permitting, abatement, demolition, removal and environmentally appropriate disposal of all structures and debris located at 1099 Kachina Drive, Colorado Springs, Colorado 80915 (Assessor Parcel Number 507111004), in El Paso County, Colorado (see attached map for location of the project). This effort is in coordination with Pikes Peak Regional Building Department and El Paso County Planning and Community Development Department and is the 1099 Kachina Drive Demolition/Abatement Project (hereinafter Project) which generally includes permitting, utility disconnection, abatement, and the demolition, removal and environmentally appropriate disposal of all existing man-made structures.

The building or structure on the project property was determined to be a dangerous building as defined in Section RBC112.1.7 of the Pikes Peak Regional Building Code (the "Code"), and is hereby declared to be a public nuisance under the provisions of Section RBC112.2.1 of the Code. The building or structure is in a condition as to make it immediately dangerous to the safety of the public or its occupants, if any, despite the Notice to Vacate in accordance with Section RBC112.2.6 of the Code, pursuant to Section RBC112.2.10.1 of the Code, as adopted by the Board of County Commissioners, El Paso County, Colorado.

B. IFB TIMETABLE

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

IFB NOTICE ADVERTISED	BidNet: July 12 th ; Paper July 14 th & 21 st
FINAL IFB QUESTIONS DUE	Monday, July 26, 2021 at 2PM (MT)
BID DUE DATE	Monday, August 9, 2021 at 2PM (MT)
<i>BID REVIEW</i>	<i>Week of August 9, 2021</i>
<i>RECOMMENDATION OF AWARD TO BOCC</i>	<i>TBD (mid-August) if applicable</i>
<i>NOTICE TO PROCEED</i>	<i>TBD (early September)</i>

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

II. SCOPE OF SERVICE

Work to include, but not limited to, the following:

- a. The selected Contractor shall be responsible for full compliance with all applicable federal, state, and local laws, regulations, codes and permits. The contractor shall provide quality control oversight and the County will provide quality assurance oversight for the project.
- b. Pursuant to § RBC112 of the Pikes Peak Regional Building Code (the "Code"), the project property has been deemed to meet conditions or defects that exist to the extent that the life, health, property, or safety of the public or its occupants are endangered. In this case, the following specific conditions or defects have been found to exist: debris in way of exits, damage by fire, collapsed roof and walls, burnt structure and collapsed roof, burnt structure, burnt or fallen down structure(s), and the building or structure has been so damaged as to become: an attractive nuisance to children, a harbor for vagrants, criminals or immoral persons, or as to enable persons to resort thereto for the purpose of committing unlawful or immoral acts per RBC112.1.7 of the Code.

- c. The scope includes the site located at 1099 Kachina Drive, Colorado Springs, Colorado 80915 (Assessor Parcel Number 5407111004) in unincorporated El Paso County, Colorado. The property is a single-family residence with approximately 1850 square feet of total living area, all located on a parcel that is approximately 15800 square feet.
- d. Due to the nature of the project, the contractor may be escorted by County staff which may include representatives from the El Paso County Sherriff's Department which will be coordinated by El Paso County Department of Public Works. Prior to proceeding with entering the property and the demolition and abatement the El Paso County Sheriff's Office shall execute the Court Ordered warrant.
- e. The contractor shall commence work on or around **September 9, 2021 and time is of the essence for this project.** The Contractor shall not commence work prior to the issuance of a Notice to Proceed by the El Paso County Contracts & Procurement Division. The contractor has ten (10) calendar days to submit an abatement plan to the Colorado Department of Public Health and Environment (CDPHE) and thirty (30) calendar day to coordinate with utilities and any other pertinent entities in preparation to complete the work as described below.
- f. Following the Colorado Department of Public Health and Environment (CDPHE) abatement plan approval, the contractor will be required to obtain all permits (utility disconnects, demolition permit, etc.) required to enable the County to request a warrant as described above within twenty (20) days. Once all the permits are obtained and utilities coordinated, the contractor shall notify the County and immediately be available to complete the work. El Paso County shall file a request to obtain a warrant to enter the property to complete the Project through District Court. Once the District Court grants the warrant, the contractor will immediately receive a second notice to proceed from the County and all remaining work herein shall be completed within ten (10) calendar days in accordance with the Court Order. An extension can be requested as needed. The contractor should be aware that the County will place a lien against the property involved or made a personal obligation of the record owner, or both, at the discretion of the Board of County Commissioners, for all the costs incurred. This will not affect or delay payment to the contractor in any way.
- g. The contractor will complete all demolition/abatement and site restoration within ten (10) calendar days of the second notice to proceed. If additional time is needed to complete the project, justification must be provided, and the request will have to be approved by the court. The contractor will have thirty (30) days after the completion of the site demolition/abatement and restoration to provide all documentation and submit any invoices to close out the contract.
- h. The contractor shall be responsible for obtaining and complying with all Colorado Department of Public Health and Environment, El Paso County Department of Public Health & Environment and Pikes Peak Regional Building regulations related to abatement, demolition, site restoration and removal and disposal of asbestos or lead containing material.

A. UTILITIES

The contractor shall be responsible to properly terminate all utilities associated with the properties. The water, gas, and electric service lines should be capped and/or abandoned as directed by the utility provider. All utility applications and permits shall be the responsibility of the contractor and shall be included in the cost of Bid Item 4 Demolition / General Site Clean Up / Trash Removal (includes utility terminations).

Known utilities include:

- CSU – Electric
- CSU – Gas
- Cherokee Metro District - Sanitary Sewer & Water Service

B. ASBESTOS & LEAD PAINT ABATEMENT

The contractor shall be responsible for the proper removal of all Asbestos Containing Material (ACM) and Lead Containing Paint (LCP) from the site. Pinyon Environmental, Inc. previously performed a Hazardous Materials Survey for the project and provided an Asbestos and Lead Containing Paint Assessment for the site. The removal of ACM includes the proper disposal of all waste materials. The Contractor must comply with all applicable federal, state, and local regulations, and be capable of performing the work specified. Removal of regulated asbestos-containing material (RACM) and any Category I or Category II non-friable ACM that will become friable during demolition is required by the U.S. Environmental Protection Agency (USEPA) and the Colorado Department of Public Health & Environment (CDPHE) regulations prior to building renovation. The following provides a summary of minimum abatement control procedures by material:

Material Friability	Minimum Engineering Controls
Friable ACM	Full containment for gross removal required in accordance with CDPHE Reg 8.
Non-Friable Category I & II ACM (that may become friable during removal)	Secondary containment for more than minimal breakage (critical barriers & splash guards), or full containment for excessive breakage in accordance with CDPHE Reg 8. Follow OSHA Class II procedures for quantities less than CDPHE Reg. 8 trigger levels.
Non-Friable Category II ACM (that may NOT become friable during removal. i.e. pliable materials)	Drop cloths for minimal breakage and component removal, or secondary containment for excessive breakage (critical barriers & splash guards). Follow OSHA Class II procedures for quantities less than CDPHE Reg. 8 trigger levels.

The work specified herein shall be the removal of Friable ACM and LCP by competent persons who are trained, knowledgeable qualified and experienced in the techniques of asbestos abatement. This includes the handling and disposal of asbestos-containing materials and asbestos-contaminated materials and the subsequent cleaning of contaminated areas. The contractor shall provide a State of Colorado-certified Project Manager (PM) to conduct periodic site visits to track abatement progress, combined with visual inspection of containments. The Contractor shall identify the final destination of removals, structures and debris and provide certification that the destination meets all requirements regarding asbestos and lead containing paint (Hazardous materials certification). An Abatement Certified Supervisor shall be onsite during all abatement activities.

If the structure has LCP, the Contractor shall provide a formal letter to the landfill informing them that the material has LCP and obtain confirmation from the landfill that they acknowledge the letter. Copies of the letter and acknowledgement from the landfill shall be provided to the County. This work will be paid for under Bid Item 3 Asbestos and Lead Paint Abatement (includes permitting).

C. DEMOLITION / GENERAL SITE CLEAN UP / TRASH REMOVAL

The work includes demolition, removal and disposal of all man-made structures, walls, fences, hard / inorganic landscaping features, utility fixtures, sheds, stairways, trash, debris etc. from the site.

- a. Fences, guardrails, bumpers, signs, clotheslines, and similar facilities shall be completely removed from the site, except fences on the apparent boundary between the contract parcel and an improved non-contract parcel shall not be removed unless specifically stated. All posts for support shall be pulled out or dug up so -as to be entirely removed.
- b. Concrete and masonry foundations, footers, slabs, basement shall be removed, and underground utilities shall be abandoned and capped in place in accordance with the requirements of each utility provider. All piping, posts, reinforcing bars, anchor bolts, railings and all other partly buried objects protruding from the ground shall be removed.
- c. The Contractor shall remove all dead trees, trees identified for removal, stumps as described herein. All trees, bushes, vegetation, brush and weeds, whether standing or fallen which are not an asset to the property unless specifically stated otherwise by the Engineer. The Contractor shall protect all trees not removed from damage by the demolition operation. In the event that the Contractor damages a tree, it shall be removed by the Contractor as directed by the Project Engineer. Dead trees shall be cut off 6” above to 6” below existing grade and removed from the site. Stumps shall remain in place. All materials, rubbish, and trash shall be removed from the demolition area leaving the basements and demolition area free of debris. Excessive ground disturbing activity shall be avoided. The remaining voids shall be filled with soil and compacted in accordance with these specifications.
- d. At no time shall demolition debris be buried on the property or be brought in and used as backfill. All items must be properly disposed of off-site, in accordance with all Federal, State, County and any other local regulations. All salvage shall be the contractor’s responsibility and shall be legally disposed of offsite. Privately-owned property included for demolition under this contract will be strictly to remove a dangerous building and /or remove a public nuisance as directed by the Courts. The Contractor has the authority to complete the work herein, however, the Contractor does not have the right to salvage any materials. The Contractor may recycle demolition debris at a licensed or permitted recycling center, however, all other debris must be disposed of at a licensed

or permitted disposal facility. The contractor shall obtain prior approval from the Engineer for all disposal sites. The Contractor shall provide proof of disposal in the approved location.

- e. The demolition activities may be performed by the prime contractor or a subcontractor. Proof of wrecking license shall be provided with the response. This work will be paid for under Bid Item 4 Demolition / General Site Cleanup / Trash Removal (includes utility terminations)

D. TOPSOIL REMOVAL / BACKFILL / GRADING / SEEDING

- a. Topsoil removal / Backfill: When site conditions permit, as determined by the Engineer, on-site soil shall be used as backfill material. The top 9-12 inches of topsoil shall be stripped and stockpiled on site for use as final topsoil and grading material. If adequate topsoil is not available on site, the Contractor shall bring in enough topsoil from off-site to place a minimum six-inch cover on the entire site. Excess excavation materials shall be removed from the site. Topsoil material shall not be permitted as deep fill material. Any borrow or fill material shall be approved by the Engineer before and during the placing of the material. All depressions on the property shall be filled, compacted and graded to a uniform slope with adequate drainage.
- b. Compaction: All excavations shall be backfilled with acceptable material free of debris and organic material. Compaction should be at a rate to minimize settling of the backfilled area.
- c. Additional Fill Material: All additional fill material shall be of equal quality to the soil adjacent to the excavation, and free of rubble or organic matter. The Contractor shall provide for a minimum depth of six inches of topsoil over the excavated area. There shall be no payment for additional fill material, which shall be considered incidental to the project.
- d. Hand Labor: The Contractor shall employ hand labor where the use of power machinery is unsafe or unable to produce a finished job. Hand labor shall also be used to clean the site of any debris.
- e. Grading: The site shall be graded to conform to all surrounding areas and shall be finished to have a uniform surface that shall not permit ponding of water. The site shall be graded to provide for positive drainage sloping to the street or approved drainage facilities (site grades shall be such that lot to lot drainage does not negatively impact adjacent properties. The Contractor shall grade and shape the site to drain, complete fine grading and final clean up as part of the work.
- f. Final Cleaning Up: Before acceptance of the demolition work, the Contractor shall remove all unused material and rubbish from the site of the work, remedy any objectionable conditions the Contractor may have created on private property, and leave the right-of-way in a neat and presentable condition. The Contractor shall not make agreements that allow salvaged or unused material to remain on private property. All ground occupied by the Contractor in connection with the work shall be restored. Restoration shall include appropriate smoothing to its original condition and seeding of the area.
- g. Contractor shall prevent erosive runoff and sediment transport from the project site using best practices (silt fence, straw matting, erosion control logs, etc.).
- h. On demolition sites where traditional seeding cannot be achieved because of the allowable seeding dates, the Contractor shall complete fine grading and shaping of the site and install hydro mulch. The bid item for seeding shall include preparation of the seedbed, furnishing and installing seed, fertilizer and mulch, maintenance, and guarantee for completed seeded areas, as specified in the Contract Documents.
- i. Backfill and Compaction within County Right-of-Way:
 - 1. Streets: The Contractor shall backfill, compact as specified and patch the surface of all excavations made in streets. This cost shall be paid by the Contractor.
 - 2. County Right-of-Way: All areas within the County right-of-way (including parking and sidewalk areas) shall be compacted and restored in conformance with El Paso County Engineering Criteria Manual. Final cleaning up shall be subject to approval of the Engineer and in accordance with applicable regulations. Any backfill, grading and cleanup shall be included in the work and will not be paid for separately

E. CONSTRUCTION TRAFFIC CONTROL

The Contractor shall provide traffic control through the Project area with the goal of minimizing the impacts to vehicular and pedestrian traffic. Provisions shall be made to maintain access to all residences. For work that will temporarily prohibit access to an adjacent property, the Contractor shall coordinate with the affected property owners in advance of the Work.

The Contractor shall be responsible for traffic control at the approaches to the entrances of the project site. The Contractor will be responsible for preventing public access to the site to the extent practicable. The Contractor shall provide any signs, flagging, and/or devices needed to accommodate the work. Construction signage shall follow the federal "Manual on Uniform Traffic Control Devices", latest edition. Any required traffic control shall be included in the work and will not be paid for separately.

F. CONTRACTOR RESPONSIBILITIES

- a. 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. Work on the weekends will be allowed if required to meet the schedule. Contractors shall provide a draft schedule in their quote submittal to reflect their best estimated construction duration.
- b. The contractor shall complete all work in accordance with the abatement plan and permits. If there are conflicting elements of the contract documents, the contractor shall notify the Engineer immediately.
- c. Appropriation and availability of funds: In accord with the Colorado Constitution, Article X, Section 20, performance of the County's obligations under this Contract is expressly subject to appropriation of funds by the El Paso County Board of County Commissioners for this contract and the availability of those appropriated funds for expenditure. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of the County's obligations under this Contract, or appropriated funds may not be expended due to Constitutional or County spending limitations, then the County may terminate this Agreement without compensation to the Contractor.
- d. The contractor agrees that they will 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. The contractor will be required to provide any necessary utilities (such as water, electricity, etc.) on site to complete the Project. All costs incidental to these requirements will not be paid for separately (unless specified herein).
- e. It is highly recommended that bidders on this project review the work site and attached reports. The bidder certifies they have examined the location of the proposed work (entrance to the property is not authorized and shall be viewed from the County rights-of-way), 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 will not be responsible for any errors or omissions on the part of the bidder in making this bid.
- f. 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.
- g. Licenses & Permits: Contractor must 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.
- h. The Contractor shall be a General Abatement Contractor licensed in the state of Colorado. All workers associated with the abatement process shall be abatement certified.
- i. A "Work in the Right-of-Way" permit and a "Builders Erosion and Sediment Quality Control Permit" is required for work contracted directly by the County but will be issued to the Contractor by El Paso County without charge.
- j. Other required permits to complete the work shall be obtained as described herein. A Demolition permit from Pikes Peak Regional Building Department (PPRBD) is required. Proof of wrecking license of contractor performing the demolition activities shall be provided with the proposal.
- k. A **Pre-Construction Conference** is to be held before work is started on this project. This conference will be held virtually on Microsoft Teams or in person 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.
- l. **Labor:** The Contractor shall conform to all the provisions of the Federal, State and Local laws and regulations relating to labor.

- m. **Legal Relations and 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 its representatives 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.
- n. **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.
- o. **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.
- p. **Surveying:** The Contractor shall provide any required surveying and/or staking for the Project. Which shall include property staking. This shall be included in the work and not paid for separately
- q. **Character of Workers, Methods, and 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.
- r. **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).
- s. **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 over base or surface courses shall be only as directed by the County 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.
- t. **Inspections:** Quality control is the Contractor's responsibility. El Paso County will provide quality assurance inspection
- u. **Utilities:** The Contractor shall coordinate all utility removals, resets, adjustments, or other work as necessary for the Project 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 within the 10-day demolition period as granted by the Court Order. The Work described in these plans and specifications will require full cooperation between the Contractor and the utility companies in accordance with Subsection 105.06 in conducting their respective operations, so the utility work can be completed with minimum delay to all parties concerned. Also, in accordance with the plans and specifications, and as directed by the Engineer, the Contractor shall keep the utility company(s) advised of any work being done to their facility, so that the utility company(s) can coordinate their inspections for final acceptance of the Work with the Engineer. 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.

G. UNACCEPTABLE AND UNAUTHORIZED WORK

- a. 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.
- b. Unacceptable work, whether the result of poor workmanship, use of unacceptable materials, 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.
- c. 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 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.

H. EMERGENCY CANCELLATION OF CONTRACT/AGREEMENT

- a. 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.
- b. The Contractor shall 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

- a. 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 contract 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.
- 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 Engineer will make an inspection. 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.
- 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. **The Contractor shall submit form 1418 and/or form 1419; 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 #
 - 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
 - Form 1418 and/or form 1419 to be attached
 - Invoice signed by Contractor
 - Updated schedule

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

III. TECHNICAL REQUIREMENTS

These bid specifications incorporate the document entitled "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", Colorado Department of Transportation, State of Colorado (2019), plus the documents entitled "Pikes Peak Region Asphalt Paving Specifications" (version 5, March 2019) and El Paso County Engineering Criteria Manual (Revised 12/13/2016 Revision 6 together with ECM Revision July 2019 Implementation Directive 6.20.2019) 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" (2019), 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, 2019, controls construction of this Project. The following special provisions supplement or modify the Standard Specifications and take precedence over the Standard Specifications and 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, 2019.

Any asphalt activities shall be performed in accordance with the Pikes Peak Region Asphalt Paving Specification, (version 5, March 2019). A copy of the Pikes Peak Region Asphalt Paving Specifications can be obtained from the Contracts and Procurement Division or downloaded from:

https://coloradosprings.gov/sites/default/files/inline-images/pikes_peak_region_asphalt_paving_specs_-_version_5_3-20-2019.pdf

Construction signage and traffic control as well as any work within the right-s-of-way shall follow the federal "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", latest edition (MUTCD). This shall be included in the work and will not be paid for separately.

A. 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", 2019.

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 her designated representative.
- 1.2.10 "Project Engineer" shall mean the County Engineer, El Paso County, Colorado or her designated representative.
- 1.2.11 "Regional Transportation Director" shall mean the El Paso County Engineer or her designated representative.
- 1.2.12 "Staff Construction Engineer" shall mean the County Engineer, El Paso County, Colorado, or her designated representative.
- 1.2.13 "State, State of Colorado, or State Department of Transportation or CDOT" shall mean El Paso County, Colorado (where applicable).

IV. BID PROCESS REQUIREMENTS

A. PRE-BID MEETING:

No Pre-Bid meeting will be held.

B. INQUIRIES:

All questions shall be submitted via email to Becky Schaffstein, CPPB, Procurement Specialist, Contracts & Procurement Division, email: beckyschaffstein@elapsoco.com. All questions must be submitted by **Monday, July 26, 2021 at 2PM (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. Do not contact any other individual regarding this IFB.

C. PROJECT PLAN DOCUMENT REQUIREMENTS

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

1. Response Checklist.
2. Addendum Acknowledgement, if applicable.
3. Bid Bond (5%)
4. Bid Form.
5. **Work Plan and Schedule:** Contractors shall provide Work Schedule for required work, showing how you will meet the County's timeframe and maximize construction efficiency. Describe/show how vendor plans to schedule the work by task; availability of vendor's materials, equipment & labor, to begin contract and perform quality work on schedule, and to complete the work as specified.
6. **References:** Contractors shall 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.
7. **Similar projects:** Describe/summarize the Company's relevant experience. Include a maximum of 3 relevant projects with similar services, timelines and/or magnitudes, as applicable.
 - a. **Generally, describe project scope and services provided.**
 - b. **Specifically identify if the relevant projects had Federal funding and what type of Federal funding.**
8. **Approach:** Contractors shall identify by name, their Abatement Certified Supervisor and shall certify that named supervisor will be onsite during the abatement process. Contractors shall provide a specific and detailed description of their anticipated approach and process for abatement, demolition, and disposal of each structure. This description will be included in the contract and used to assist with quality assurance.
9. **Licenses and Certifications:** Contractors must provide copies of licenses and/or certifications for the company and/or each person involved in the asbestos abatement process.
10. Copies of General Liability Insurance and Worker's Compensation Certificates.
11. Qualification Statement, using attached form.

12. Statement of Anticipated Subcontractors, using attached form.
13. Non-Collusion Affidavit, using attached form.
14. Declaration Form, using attached form.
15. Exceptions: Explain any exceptions you have with this document and/or the County's standard contract. If none expressed, the County will interpret as no exceptions.

D. BID SUBMISSION

Bids must be received via Rocky Mountain E-Purchasing System. As a backup email to BeckySchaffstein@elpasoco.com and cc noramingalls@elpasoco.com **by no later than Monday, August 9, 2021 by 2:00 PM (MT)**. The Bid Opening for IFB 20-076 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.

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

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

By submitting a bid, 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.

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.

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.

V. 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.

VI. 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:

1. Completeness of bid and compliance to the IFB specifications & requirements.
2. Bidder's relevant experience in jobs of similar scope and complexity.
3. Experience & Qualifications of key personnel assigned to this project.
4. References and Past Performance.

5. Work Plan and Schedule.
6. Type and availability of bidder's resources, to include but not limited to, materials, equipment & labor, to being contract and perform quality work on schedule, and to complete the work as specified (include information on/with Qualification statement).
7. Pricing-For bid 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
8. Any exceptions submitted.

VII. 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.

The Department reserves the right to award one or more contracts or no contracts at all in response to any proposals submitted and to the entire RFP process. In the event that more than one contract is awarded, it is expected that each vendor will collaborate with the Department and with any other vendors who receive a contract under this RFP, as necessary for proper and efficient performance of all contract responsibilities.

VIII. TERM OF CONTRACT

The term of the contract will be from date of award through completion of the project. Please refer to the required schedule outlined in the Commencement and Completion of Work Section.

It is not the intent of these specifications to cover each and every detail. Any problems that may arise must be promptly reported to the County and will 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 will 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 will 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 Documents.

IX. ATTACHMENTS

1. CONSTRUCTION CONTRACT
2. GENERAL CONDITIONS TO CONSTRUCTION CONTRACT
3. INSTRUCTIONS FOR SUBMITTING CONSTRUCTION BIDS
4. INSURANCE CHECKLIST
5. BID FORM
6. ASBESTOS SPILL ASSESSMENT REPORT (PINYON ENVIRONMENTAL, INC.)
7. SUBCONTRACTOR MONTHLY PAYMENT SUMMARY
8. SUBCONTRACTOR PERIODIC PAYMENT CONFIRMATION
9. 1099 KACHINA DRIVE VICINITY MAP
10. 1099 KACHINA DRIVE PICTURES
11. EXAMPLE DEMOLITION PERMIT APPLICATION
12. 2018-09-27 REGIONAL BUILDING DEPARTMENT NOTICE AND ORDER

13. 2018-11-05 REGIONAL BUILDING DEPARTMENT ORDER TO DEMOLISH

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.

Any questions regarding this IFB should be directed to Becky Schaffstein, CPPB, Procurement Specialist, Contracts & Procurement Division by email to beckyschaffstein@elpasoco.com.

Becky Schaffstein

Becky Schaffstein, CPPB
Procurement Specialist II

EL PASO COUNTY
CONTRACTS & PROCUREMENT DIVISION

QUALIFICATION STATEMENT
For
1099 KACHINA DRIVE DEMOLITION/ABATEMENT 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 Bid (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 if 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: _____

PHONE: _____ FAX: _____ Email: _____

AUTHORIZED REPRESENTATIVE NAME: _____

AUTHORIZED REPRESENTATIVE TITLE: _____

AUTHORIZED REPRESENTATIVE
SIGNATURE (sign here):

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, include 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?
NO YES 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?
NO YES IF "YES", EXPLAIN:

9. Has your firm or any partners or officers ever been involved in any bankruptcy action?

NO YES IF "YES", EXPLAIN:

10. Are you presently involved in any litigation with an owner or other government agency?

NO YES IF "YES", EXPLAIN type, kind, plaintiff, defendant, etc. and state the current status (attach pages if necessary):

11. 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 solicitation package.)

1. _____

2. _____

3. _____

12. 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 solicitation package.)

1. _____

2. _____

3. _____

13. BANK REFERENCE:

Address: _____
Contact Name: _____ Phone: _____

14. BONDING COMPANY AND AGENT:

Company Name: _____
Agent Name: _____ Phone: _____
(A) Current Bonding Rate: _____
(B) Largest Individual Project Bond To Date: \$ _____

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

Company Name: _____
Agent Name: _____ Phone: _____

The Signatory of this questionnaire guarantees the truth and accuracy of all statements herein, including the following items:

- 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 Completed

3. The proposed work has been inspected by the Bidder's representative (list name and title):
_____ 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. List of Material Suppliers to be used for this project: (include name, address, phone number, type of material):

9. 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 their statement that their name has been used with their knowledge and consent, and add their proper signature to such statement:

If additional subcontractors are anticipated, list on a separate piece of paper and attach to this document:

- a. Subcontractor's Name: _____
Street Address: _____
City, State, Zip _____
Contact Name: _____
Anticipated Subcontracted Amount \$ _____
Description of Work: _____

- b. Subcontractor's Name _____
Street Address: _____
City, State, Zip _____
Contact Name: _____ Phone: _____
Anticipated Subcontracted Amount \$ _____ Email: _____
Description of Work: _____

- c. Subcontractor's Name: _____
Street Address: _____
City, State, Zip _____
Contact Name: _____ Phone: _____
Anticipated Subcontracted Amount \$ _____ Email: _____
Description of Work: _____

- d. Subcontractor's Name: _____
Street Address: _____
City, State, Zip _____
Contact Name: _____ Phone: _____
Anticipated Subcontracted Amount \$ _____ Email: _____
Description of Work: _____

NOTE: Subcontractors shall abide by the same general conditions and contract terms as contractor.

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

**EL PASO COUNTY
CONTRACTS AND PROCUREMENT DIVISION**

**DECLARATION FORM
FOR
1099 KACHINA DRIVE DEMOLITION/ABATEMENT PROJECT**

TO: EL PASO COUNTY
COLORADO SPRINGS, CO

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 PM 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 PM 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 PM 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 PM 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 its legal evidence of their authority to do so.

**EL PASO COUNTY
CONTRACTS & PROCUREMENT DIVISION**

**STATEMENT OF ANTICIPATED SUBCONTRACTORS
FOR
1099 KACHINA DRIVE DEMOLITION/ABATEMENT 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
1099 KACHINA DRIVE DEMOLITION/ABATEMENT PROJECT
NON-COLLUSION AFFIDAVIT

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 21-078** 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 _____, 2021.

(NOTARY PUBLIC)

My Commission Expires: _____