**INVITATION FOR BIDS**

**IFB NO. 20-111**

Sealed bids for Construction of the **FOUNTAIN CREEK AT HANSON TRAILHEAD Project** for the El Paso County Department of Public Works (Engineering Division) will be received by the El Paso County Contracts & Procurement Division**,** 15 E. Vermijo Avenue,Colorado Springs, CO 80903**,** via EMAIL ONLY to davidcarey@elpasoco.com **by no later than 2:00 PM (MT), Thursday, September 10, 2020,** with a copy tonormaingalls@elpasoco.com, at which time they will be publicly opened (VIA TELECONFERENCE) and read aloud.

This Project is being funded by: Federal Emergency Management Agency (FEMA) and El Paso County. The Project is exempt from Davis-Bacon requirements. This project does not have CDOT oversight.

A **VOLUNTARY** **PRE-BID CONFERENCE** will be held at **10:00 AM (MT), Tuesday, August 18, 2020**, at the Hanson Trailhead Parking Lot located near the intersection of Trapper Lane and Grinde Drive, Fountain, CO 80817 in the Hanson Nature Park within Fountain Creek Regional Park. While this meeting is not mandatory, it is strongly recommended that interested firms attend to have questions answered. When attending the pre-bid meeting, please bring your business card. **All attendees must comply with COVID-19 social distancing requirements and wear a proper face mask.**

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

Any questions regarding this proposal should be directed to David Carey, CPPB, Procurement Specialist,719-520-7120, email: davidcarey@elpasoco.com. Do not contact any other individual regarding this IFB. **Final questions are due no later than 2:00 PM (MT), Monday, August 24, 2020**, **in writing by email.**

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

EL PASO COUNTY CONTRACTS & PROCUREMENT DIVISION WILL NOT BE HELD RESPONSIBLE

FOR MISINFORMATION RECEIVED FROM PRIVATE PLAN HOLDERS.

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

BOARD OF COUNTY COMMISSIONERS

EL PASO COUNTY

/s/ EILEEN GONZALES

CONTRACTS MANAGER

**PUBLICATION DATES:**

**Fountain Valley News:**

**August 5, 2020**

**August 12, 2020**

|  |  |  |
| --- | --- | --- |
| **IFB NO. 20-111** |  |  **DUE DATE: SEPTEMBER 10, 2020** |
|  |  |  |

**EL PASO COUNTY**

**CONTRACTS AND PROCUREMENT DIVISION**

#### RESPONSE CHECKLIST

**FOR**

**FOUNTAIN CREEK STABILIZATION AT HANSON TRAILHEAD 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 |
|  | Compliance Statements (Socioeconomic Outreach) |
|  | Anticipated MBE/WBE Participation Plan |
|  | Anticipated MBE/WBE Good Faith Effort Report |
|  | Copies of General/Vehicle Liability Insurance and Worker’s Compensation Certificates |
|  | Qualification Statement  |
|  | Statement of Anticipated Subcontractors |
|  | Non-Collusion Affidavit |
|  | Declaration Form |
|  | Exceptions to Contract Terms and Conditions (if applicable) |
|  | Byrd Anti-Lobbying Certification |

PLEASE READ THE **“INSTRUCTIONS FOR SUBMITTING CONSTRUCTION BIDS”** INCLUDED IN THIS PACKAGE.

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

**IFB NO.: 20-111 DUE DATE: SEPTEMBER 10, 2020**

**EL PASO COUNTY**

**CONTRACTS AND PROCUREMENT DIVISION**

**GENERAL SPECIFICATIONS**

**FOR**

**FOUNTAIN CREEK STABILIZATION AT HANSON TRAILHEAD PROJECT**

1. **INTRODUCTION AND GENERAL INFORMATION**

El Paso County (“County”) is seeking written bids from qualified, licensed, and experienced contractors (Contractor) to provide all labor, materials, and equipment necessary for the construction of the **Fountain Creek Stabilization at Hanson Trailhead Project** (Project).

This Project is being funded through the following sources: Federal Emergency Management Agency (FEMA) and El Paso County. The Project is exempt from Davis-Bacon requirements. This project does not have CDOT oversight.

The successful bidder (Contractor) shall enter into a Firm-Fixed Unit Price Construction Contract with the County to provide the services outlined herein. The construction services (Work) requested in this IFB primarily include project coordination, project management, and channel realignment and stabilization. The Work shall only begin upon issue of the Notice to Proceed and as directed by the County Project Manager.

1. **IFB TIMETABLE**

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

|  |  |
| --- | --- |
| IFB NOTICE ADVERTISED | August 5and 12,2020  |
| PRE-BID CONFERENCE | 10:00 AM, August 18,2020  |
| FINAL IFB QUESTIONS DUE | 2:00 PM, August 24, 2020  |
| **BID DUE DATE** | **2:00 PM (MT), September 10, 2020**  |
| BID REVIEW | *Week of Sept 14th*  |
| *CLARIFICATIONS / INTERVIEWS* | *Week ofSept 14th*  |
| *RECOMMENDATION OF AWARD TO BOCC* | *Week of Sept 28th*  |
| *ESTIMATED NOTICE TO PROCEED* | *Week of Oct 5th*  |

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

1. **COMMENCEMENT AND COMPLETION OF WORK**

The Contract is a working day contract and construction shall be completed in **150** workable working days. Time count will begin as agreed upon by the County and awarded Contractor. It is highly recommended that all work in the creek be completed by **April 30, 2021**.

1. **BACKGROUND**

During the incident period of May 4 – June 16, 2015, heavy rainfall produced heavy flows and flash flooding causing damage to this site in El Paso County in multiple storm events. High velocity flood waters and massive volumes of Fountain Creek washed away and destroyed multiple areas on two sites of the Hanson Trailhead, in the general area of the pedestrian bridge, Fountain Creek embankment to the north of the bridge, and pedestrian trail. Flash flooding caused erosion/scouring of the embankment, a large loss of embankment soil material, loss of riprap embankment stabilization material, loss of a section of multi-use trail, large woody debris deposition, damage to grouted riprap embankment protection, damage to soil cement trail base, and damage to the pedestrian bridge abutments. Multiple flash flood events during the incident period exacerbated the damage.

The Project will generally consist of:

* Excavating point bar
* Restoring approximately 600 feet of Fountain Creek,
* Constructing Bioengineered Bank Stabilization
* Constructing Bioengineered Bendway Weirs and J-hooks
* Repairing damaged trail
* Constructing new trail
* Relocating salvaged pedestrian bridge and constructing new pedestrian bridge
* Seeding disturbed areas
* Constructing High Flow Channel (Additive Alternates)

The bidders are advised that the Plans and Specifications included in this solicitation are intended for the purpose of establishing a not-to-exceed cost for constructing the improvements. The plans convey the overall scope of the improvements and general construction layouts, including alignments and configurations for the project elements and define the anticipated pay items and approximate quantities for bidding purposes.

The plans included in this IFB are estimated to be approximately 60% complete with respect to providing all details and information necessary for construction. These plans are not the final construction documents. However, horizontal and vertical alignments and general restoration approach are not anticipated to be significantly revised during preparation of the final construction documents. The selected bidder will be included in a design coordination phase to reach the final 100% construction documents with a focus on providing input for developing the following project elements:

* Plan completion and detail required for successful construction implementation,
* Access & staging,
* Water control and dewatering,
* Erosion control,
* Material sourcing and availability,

The design engineer will be on-site during construction to assist with clarifications, RFI’s and plans and specifications interpretation. El Paso County will provide construction management, inspection and materials testing. The design engineer does not have authority to direct the contractor. Any scope changes during construction must be directed and/or approved by El Paso County and agreed to in writing through meeting minutes, or speed memo with subsequent CMO, as appropriate.

1. **FEDERAL PROVISIONS**
2. **PROJECT OVERSIGHT**

Federal monies will be expended on this Project. Federal and State oversight of the Project is required, including: Colorado Department of Public Safety, Division of Homeland Security and Emergency Management (DHSEM), and FEMA. As such, the selected Contractor shall be responsible for full compliance with all applicable Federal, State, and local laws. El Paso County shall have general oversight during construction.

1. **REQUIRED FEDERAL PROVISIONS**

Contractor shall abide by and follow all federal provisions as stated herein and as applicable. Contractor shall bind all subcontractors and subconsultants to any and all federal provisions identified herein. Contractor shall, at the request of the County, provide any and all documentation substantiating compliance with the aforesaid requirements.

1. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended):**

Contractors and Consultants who apply to bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient. See attached Byrd Anti-Lobbying Certification. Such disclosures are forwarded from tier to tier up to the recipient.

1. **Equal Opportunity:**

During the performance of this contract, the consultant agrees as follows:

* 1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
	2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
	3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the consultant's legal duty to furnish information.
	4. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor’s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
	5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
	6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
	7. In the event of the contractor’s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
	8. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
1. **Clean Air Act and Federal Water Pollution Control Act:**

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq, and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. See Section 13 of the County services contract.

The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Colorado, the U.S. Department of Housing and Urban Development, and the appropriate Environmental Protection Agency Regional Office.

1. **ADDITIONAL FEMA REQUIREMENTS**

**1.** **Contract Work Hours and Safety Standards Act**:

**a.** **Standard.** Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

**b.** **Applicability.** This requirement applies to all FEMA contracts awarded by the nonfederal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

  **c. Suggested Language.:**

 **"**Compliance with the Contract Work Hours and Safety Standards Act.

**(1)** Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**(2)** Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b) (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to Page 14 of 25 [www.fema.gov/procurement-disaster-assistance-team](https://protect-us.mimecast.com/s/eYfaCDkr65uB531wFx52h1) To Table of Contents U. S. Department of Homeland Security Headquarters 500 C St SW Washington, D.C. 20042 the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b) (1) of this section, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

**(3)** Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

**(4)** Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b) (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b) (1) through (4) of this section."

**2.  Procurement of Recovered Materials**

**a. Standard.** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II, ¶ J; and 2 C.F.R. § 200.322.

**b. Applicability.** This requirement applies to all contracts awarded by a nonfederal entity under FEMA grant and cooperative agreement programs.

**c. Requirements.** The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guideline

**d. Suggested Language:**

"PROCUREMENT OF RECOVERED MATERIALS.

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

• Competitively within a timeframe providing for compliance with the contract performance schedule;

• Meeting contract performance requirements; or

• At a reasonable price.

(2) Information about this requirement, along with the list of EPA designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, [https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program](https://protect-us.mimecast.com/s/rjBZCmZ68oH5jWZ8SOPgSp).

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

**3.  Access to Records**

**a. Standard**. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

**b. Suggested Language:**

 Access to Records. The following access to records requirements apply to this contract:

**(1)** The Contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, Page 23 of 25 [www.fema.gov/procurement-disaster-assistance-team](https://protect-us.mimecast.com/s/eYfaCDkr65uB531wFx52h1) To Table of Contents U. S. Department of Homeland Security Headquarters 500 C St SW Washington, D.C. 20042 examinations, excerpts, and transcriptions.

**(2)** The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

**(3)** The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

**(4)** In compliance with the Disaster Recovery Act of 2018, the (write in name of the non-federal entity) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**D. FEMA RECOMMENDED PROVISIONS THAT ARE NOT REQUIRED, BUT RECOMMENDED**

**1.  DHS Seal, Logo, and Flags**

**a. Standard.** Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

**b. Applicability.** FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, Page 24 of 25 [www.fema.gov/procurement-disaster-assistance-team](https://protect-us.mimecast.com/s/eYfaCDkr65uB531wFx52h1) To Table of Contents U. S. Department of Homeland Security Headquarters 500 C St SW Washington, D.C. 20042 crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

**c.** **Suggested Language.** “The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.”

**2.  No Obligation by Federal Government**

**a. Standard.** FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

**b. Applicability.** FEMA recommends that the non-Federal entity include a provision in its contract that statesthat the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**c. Suggested Language.** “The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

**3.  Program Fraud and False or Fraudulent Statements or Related Acts**

**a. Standard**. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

**b. Suggested Language.** “The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.”

1. **SCOPE OF WORK**

The Scope of Work section herein is intended only to give an overview of the nature, complexity and type of work included in this contract.

All methods or procedures, control of work, materials and basis of measurements not specified in the construction plans and/or project specifications will comply with the Colorado Department of Transportation (CDOT) 2019 “Standard Specifications for Road and Bridge Construction”, “Colorado Standard Plans, CDOT, M&S Standards, 2019” City of Colorado Springs Standard Specifications, Mile High Flood Control District (MHFD) Standard Specifications, and as if physically attached and bound herein.

1. **PROJECT SPECIFICATIONS**

NOTE: This section is attached as a separate document.

1. **Supplemental information**
2. Drill seeding is preferred. Assume no broadcast seeding.
3. Spring planting is anticipated, dependent upon spring snowmelt and water levels, planting should occur in April.
4. There is a one-year warranty on revegetation. Willow/cottonwood staking: 80% success after one growing season, wetland plugs: 100% success after one growing season, and seeding: 70% success after one growing season.
5. Beaver protection is not anticipated.
6. Irrigation is not anticipated.  It is up to the contractor to meet the revegetation performance specs.
7. **CONTRACTOR RESPONSIBILITIES**
8. **Bidder Requirements:** The Bidder agrees that they will provide the materials and/or perform the Work herein under the terms and conditions set forth in the awarded Contract and/or Purchase Order; and shall furnish and be responsible for all the labor, materials, tools, equipment, transportation, insurance, notifications, permits, and all other services and facilities necessary, including all incidental work and appurtenances as may be reasonably implied and as described in the specifications and other contract documents. All costs incidental to these requirements will not be paid for separately, but shall be included in the Work, including any testing required to approve an alternate source of backfill. The Contractor shall be responsible to pay all costs for permits, licenses, fees, and insurance which may be required to perform the Work required, unless stated otherwise herein. Surcharges are not allowed.
9. **Bid Review:** It is highly recommended that bidders on this Project review the Work site, IFB and attachments. The Bidder certifies that it has examined the location of the proposed Work, and is familiar with the drawings and the specifications and all contract documents related thereto, and the local conditions at the place where the Work is to be done. The Bidder has carefully checked all the quantities and understands that the County will not be responsible for any errors or omissions on the part of the Bidder in making this bid.
10. **Pricing:** For bidding purposes, if there is a conflict between the extended total of an item and the Unit Price, the Unit Price shall prevail. All costs incidental to these requirements will not be paid for separately but shall be included in the work. Quantities noted are estimates based on the most current information available to the County. Any approved changes shall be based upon the unit prices.
11. **Warranty:** Paragraph 3.5.3 of the General Conditions to the Contract does apply. Contractor must verify all dimensions, measurements and amounts, and insure safety and security of the work.
12. **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.
13. **Work Hours:** The Contractor may work Monday through Saturday during daylight hours only or between 7:00 AM and 7:00 PM, whichever is most strict, unless otherwise approved by the Engineer. Work on Sundays may be considered with written request from the Contractor and written approval by the County at least 48 hours in advance of the work.
14. **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.
15. **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.
16. **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 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.
17. **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.
18. **Surveying / Staking:** The Contractor shall provide all surveying and / or staking for the Project. The AutoCAD files are included as an attachment to this IFB. CADD files are included with this IFB for information only and without warranty against deficiencies of any kind. Use of the CADD files does not entitle the Contractor to compensation for damages or loss which could be attributed to such use. For payment of earthwork purposes, the Contractor shall perform a topographic survey of existing conditions prior to beginning earthwork and periodic as-built topographic surveys when phased earthwork is complete. The intent of the topographic survey prior to beginning earthwork and after is to be accurate in paying the earthwork line items. Other methods of measurement may be considered after award.
19. **Character of Workers, Methods, & Equipment:** The Contractor shall at all times employ sufficient labor and equipment to properly and efficiently 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.
20. **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).
21. **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.
22. **Inspections:** **Quality control (QC), including but not limited to, compaction and materials testing is the Contractor’s responsibility.** Type of testing and/ or frequencies may change depending on field conditions and Contractor’s means and methods. El Paso County or its consultant will provide Construction Management (CM) services and will conduct materials testing for quality assurance.

All truck tickets for materials deliveries to the site must be provided to the County within twenty-four (24) hours of delivery. If tickets are not submitted within twenty-four (24) hours, the materials documented on the ticket will not be paid for. Variance from this schedule must be submitted in writing for approval by the County in writing prior to delivery.

1. **Utilities:** Impacts to utilities are not anticipated. However, the contractor shall coordinate all utility removal, resets, adjustments, or other work as necessary for the Project and maintain utility service with each affected utility company. The work described in these specifications will require full cooperation between the Contractor and the utility companies in conducting their respective operations, so the utility work can be completed with minimum delay to all parties concerned. Also, in accordance with the work described herein, and as directed by the Engineer, the Contractor shall keep the utility company(s) advised of any work being done around or to their facility, so that the utility company(s) can coordinate their inspections for final acceptance of the work with the 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.
2. **Traffic Control:** Portions of surrounding roadways may be closed during construction of the Project. Complete directional shutdown of traffic flow will not be allowed for any duration unless otherwise approved by the Engineer. 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.
3. **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 identified project manager shall have demonstrated experience implementing a minimum of five (5) stream restoration projects utilizing similar methods as to the ones outlined in the design plans. The contractor shall also commit to having the identified project manager on-site for a minimum of three (3) working days per week. 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. Substitutions for the project manager will not be allowed unless specified in writing by the County.
4. **Construction Work Area:** Contractor shall assure that work is not done, nor equipment parked, in areas outside the construction boundaries. The Contractor shall clean areas wherein the construction equipment was parked; shall clear all the areas within the rights of way of all unnatural rubbish, excess materials; and will leave these areas in a condition acceptable to the County. The Contractor shall determine how to best access the project. Fountain Creek can be crossed with heavy equipment during the winter months.
5. **Off-site disposal:** A designated off-site disposal area has not been identified. Excess material will become the property of the contractor and be removed from the project site and disposed of in accordance with State and local requirements.
6. **Value Engineering Services:** The County is requesting the Contractor to provide guidance to the design consultant in completing the construction plans and drawings in accordance with the expected services outlined in Section II. This guidance should be based on the Contractor’s previous experience building similar structures, in similar creeks, under similar conditions. Contractor should provide guidance to the design consultant in order to achieve the most cost-effective overall solution while preserving proposed restoration design elements.
7. **COVID-19**: Contractor shall comply with 2020 COVID-19 Colorado Construction Guidance.
8. **UNACCEPTABLE AND UNAUTHORIZED WORK**
9. 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.
10. Unacceptable work, whether the result of poor workmanship, use of unacceptable materials, or damage through carelessness or any other cause found to exist prior to the final acceptance of the Work, shall be removed immediately by Contractor and replaced in an acceptable manner, at no additional cost to the County.
11. 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.
12. **RETAINAGE, PAYMENTS, ACCEPTANCE, AND FINAL PAYMENT**
13. 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.
14. 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.
15. 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.
16. 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.
17. 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.
18. The Contractor shall be responsible for invoicing the County. Invoices shall not reference more than one contract or purchase order. Invoices may not be submitted more frequently than once a month, and payment is Net 30 after receipt of invoice and ALL required backup documentation. ***The Contractor shall submit all 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
* Subcontractor payment verification form
* Updated master schedule (as applicable)
* Progress photos

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

1. **BID PROCESS REQUIREMENTS**
2. **PRE-BID CONFERENCE**:

A VOLUNTARY Pre-Bid Conference will be held at **10:00 AM (MT), Tuesday, August 18, 2020** at the Hanson Trailhead Parking Lot, see attachment #21, Project Location Map. The conference attendee shall be an agent of the Bidder, familiar and involved in the Bidder’s work and the bidding process. While this meeting is not mandatory, it is strongly recommended that interested firms attend to have questions answered. When attending the pre-bid meeting, please bring your business card. **All attendees must comply with COVID-19 social distancing requirements and wear a proper face mask.**

1. **INQUIRIES**

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

1. **IFB REQUIREMENTS**
2. 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.
3. The bidder is expected to carefully examine the size and scope of the proposed work prior to submitting its bid.

1. 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.
2. 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.
3. 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.
4. 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.
5. All work performed shall meet all federal, state and local regulations and codes.
6. **BID REQUIREMENTS**
7. **Bidder Requirements:** The Bidder agrees that they will provide the materials and/or perform the Work herein under the terms and conditions set forth in the awarded Contract and/or Purchase Order; and shall furnish and be responsible for all the labor, materials, tools, equipment, transportation, insurance, notifications, permits, and all other services and facilities necessary, including all incidental work and appurtenances as may be reasonably implied and as described in the specifications and other contract documents. All costs incidental to these requirements will not be paid for separately, but shall be included in the Work, including any testing required to approve an alternate source of backfill. The Contractor shall be responsible to pay all costs for permits, licenses, fees, and insurance which may be required to perform the Work required, unless stated otherwise herein. Surcharges are not allowed.
8. **Bid Review:** It is highly recommended that bidders on this Project review the Work site, IFB and attachments. The Bidder certifies that it has examined the location of the proposed Work, and is familiar with the drawings and the specifications and all contract documents related thereto, and the local conditions at the place where the Work is to be done. The Bidder has carefully checked all the quantities and understands that the County will not be responsible for any errors or omissions on the part of the Bidder in making this bid.
9. **Bid Bond:** Each bid must be accompanied by a Bid Guarantee in the amount not less than five (5%) percent of the total bid price in the form of a bid surety bond issued by a company rated not lower than A- in Best’s Insurance Guide, latest edition, or have a Best’s Financial Rating of at least class X, cashier’s check, or certified check drawn on an acceptable bank and payable without qualification to El Paso County.
10. **References:** Bidders must provide customer references on or with the Qualification Statement Form included in this IFB. These forms shall serve the purpose of determining whether or not a bidder is responsive, responsible, and able to perform the Work required in the time frame allowed.
11. **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. Microsoft Project or bar chart format is preferred.
12. **Key personnel**: The Contractor shall provide the following information for, at a minimum, the Project Manager, Superintendent and Foreman(s):
13. 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)
14. Resume or similar information for each Key Personnel, including details on applicable or similar past projects.
15. **Bid Form:** Contractor shall use the Bid Form attached to this IFB. Other forms/formats will not be accepted.
16. **Pricing:** For bidding purposes, if there is a conflict between the extended total of an item and the Unit Price, the Unit Price shall prevail. All costs incidental to these requirements will not be paid for separately but shall be included in the work. Quantities noted are estimates based on the most current information available to the County. Any approved changes shall be based upon the unit prices
17. **Similar Projects:** Describe/summarize the Company’s relevant experience. Include a maximum of 5 relevant projects with similar services, timelines and/or magnitudes, as applicable, on or with the Qualification Statement Form. Include the following information for each similar project.
	1. The similar projects should have been completed within the last five (5) years. Firms are strongly encouraged to highlight projects of similar size and similar site conditions as this project and that include work performed identified in the list below:
* Floodplain grading
* Bioengineering – Floodplain assemblages, toe wood channel bank protection, placement of salvaged woody vegetation, boulders and debris
* Boulder and riprap bank protection
* Pedestrian trails
* Pedestrian bridge substructures and superstructures
* Site Stabilization and Erosion Control
* Revegetation (Upland, Riparian, Wetland) that includes seeding and live plantings (stakes, poles, and plugs)
	1. Location of project.
	2. Description of overall project scope including size/cost.
	3. Describe services provided by Bidder and percentage of work provided by Bidder.
	4. Contact name, address, phone number and describe their association with the project.
	5. *Specifically identify if the similar projects had Federal funding and what type of Federal funding.*
1. **Equipment**: In addition to the information requested on the Qualification Statement, bidders shall provide a list of equipment anticipated for the work and describe how/what activities the equipment will be utilized for. Due to the conditions expected in the creek, excavators used for building structures and dozers used for grading shall be mounted with, or shall be compatible with, survey-grade GPS equipment such that they can be operated using survey-grade GPS equipment. Bidder shall describe their means and methods for meeting this need.
2. **Dewatering & Diversion:** Bidders shall provide a dewatering plan with their bids. Bidders shall also describe their method of diverting Fountain Creek during construction. Additionally, the Contractor shall generally describe their proposed methodology for installing structures below the design grade knowing that substantial groundwater will be encountered even though surface water will be diverted.
3. **Compliance statements for Socioeconomic Outreach Opportunities and Subcontracting**: Bidder shall provide the following information and forms along with their bid package submittal.

* 1. Contractor shall submit a Socioeconomic Outreach Compliance Statement. This statement shall include:
		1. Contractor shall certify that all subcontracted work was awarded subject to competitive bid requirements.
		2. Contractor shall certify that bid opportunities were extended to minority and women owned businesses to the extent feasible.
		3. Contractor shall certify that total requirements were divided into smaller tasks or quantities, when economically feasible, to permit maximum participation by small and minority businesses and women’s business enterprises. *If dividing tasks or quantities was not economically feasible, then state such*.
		4. Contractor shall certify that delivery schedules were established, where the requirement permits, which encouraged participation by small and minority businesses and women’s business enterprises.
		5. Contractor shall certify that if subcontracts are to be let, prime contractor has taken the affirmative steps listed in paragraphs (1) through (5) of the Socioeconomic Outreach Documentation Form (attached for reference).
1. Submit Anticipated MBE/WBE Participation Plan
2. Submit MBE/WBE Good Faith Effort Report
3. *The MBE-WBE Commitment Confirmation will be requested from the apparent low bidder only*

The County reserves the right to request and inspect documentation from Contractor supporting good-faith and compliance actions taken in accordance with the foregoing requirements. Contractor shall upon request from the County, provide all such documentation within the time specified by the County.

1. **Insurance:** Bidders must submit specimen copies of certificates of insurance identified on the attached Insurance Checklist.
2. **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 or not a bidder is responsive, responsible, and able to perform the Work required in the time frame allowed.
3. Bidders must have all licenses and certifications required to perform the Work requested herein in order to submit a bid.
4. **BID DOCUMENTS**

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

1. Response Checklist.
2. Addendum Acknowledgement, if applicable.
3. Bid Bond (5%), if applicable.
4. Bid Form.
5. Work Plan and Schedule: Describe/show how the Bidder plans to schedule the work by task.
6. Key Personnel: List of key personnel with name, title and scope of their work for each applicable task (multiple people may be named for each position for bidding purposes).
7. Qualification Statement, using attached form.
8. Statement of Anticipated Subcontractors, using attached form.
9. Non-Collusion Affidavit, using attached form.
10. Declaration Form, using attached form.
11. References: Bidders must provide customer references on or with the Qualification Statement Form included in this IFB. These forms shall serve the purpose of determining whether a bidder is responsive, responsible, and able to perform the Work required in the time frame allowed.
12. Copies of General Liability Insurance and Worker’s Compensation Certificates.
13. 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.

1. **BID SUBMISSION**

In effort to minimize unnecessary risk of exposure to the Coronavirus and comply with CDC guidelines for group gatherings, bids **MUST be emailed to** davidcarey@elpasoco.com  **by no later than 2:00 PM (MT), Thursday, September 10, 2020, with copy to** normaingalls@elpasoco.com.  The Bid Opening for IFB No. 20-111 will take place VIA TELECONFERENCE utilizing the call-in information below:

Participant-guest login:

**1**.  Dial access number: 1-877-820-7831

**2**. Enter the participant-guest pass code: 514880#

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

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

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:

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

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

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 the U.S. Government System for Award Management (SAM) [www.sam.gov](http://www.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 will notify the State in writing within three (3) days after such event. Upon the occurrence of such event, whether or not 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.

1. **INSURANCE REQUIREMENTS**

For bid purposes, bidders must submit specimen copies of certificates of insurance identified on the attached Insurance Checklist, as referenced on the Response Checklist. The successful Bidder will be required to provide original certificates of insurance identified in the attached Insurance Checklist, prior to commencing Work, at its own expense, **naming El Paso County and State of Colorado as an additional insureds**, along with an original Workers Compensation certificate, both with a 30-day cancellation notice, and maintain such coverage for the duration of the Bid Award/Contract.

Builders Risk Insurance is required for 100% of the project value.

1. **BID AWARD**

The Contract for this Project will be awarded to the lowest qualified and responsible bidder. The lowest bid is determined by the lowest base bid price. However, if the funding is adequate, the lowest bid price is determined by on the lowest sum of the **Base Bid** plus **Additive Alternate Bid**. It is the County’s sole discretion to award the **Additive Alternate Bid**.

However, 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 Contractor may consist of a 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. **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 documents shall control. El Paso County reserves the right to reject bids based upon exceptions to the standard contract terms and conditions.

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.

1. **SINGLE BID RECEIVED**

If a single bid is received, the County shall 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:

1. The complexity of the work to be performed.
2. Contractor’s risk.
3. Contractor's investment (labor, oversight, etc.) including how much and what type of resources the contractor have to dedicate to performing the contract.
4. Subcontracting to include the complexity, the size, nature and oversight needs of the subcontracts the contractor will use.
5. Quality of the contractor's past performance.
6. 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.

1. **TERM OF CONTRACT**

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

Appropriation and availability of funds: In accordance 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 sending limitations, then the County may terminate the Agreement without compensation to the Contractor.

1. **EMERGENCY CANCELLATION OF CONTRACT / AGREEMENT**
2. 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.
3. 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.
4. **ATTACHMENTS**
5. Bid Form
6. 60% Construction Plans
7. 60% Project Specifications
8. Bridge Performance Specification
9. USACE NWP14 and NWP37 Permitting Requirements
10. Geotechnical Report
11. County Construction Contract
12. General Conditions to Construction Contract
13. Supplemental Contract Provisions
14. Instructions for Submitting Construction Bids
15. Appendix II to 2 CFR 200
16. Byrd Anti-Lobbying Certification
17. Socioeconomic Outreach Documentation Form (for reference only)
18. Anticipated MBE/WBE Participation Plan
19. MBE/WBE Good Faith Effort Report
20. MBE/WBE Commitment Confirmation
21. Subcontractor Monthly Payment Summary Form
22. Subcontractor Periodic Payment Confirmation Form
23. Insurance Checklist
24. 2020 COVID-19 Colorado Construction Guidance
25. Hanson Trailhead Location Map
26. To download the CD files, click the link below:

ftp://EPCDOT\_FilesOut:DOT\_output0@elpxfr.elpasoco.com:51171/Hanson Trailhead Project-IFB

Click and go, or, Preferably Copy/Paste into Windows Files Explorer. Please Note: Not Internet Explorer!

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| --- |
| **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 David Carey, CPPB, Procurement Specialist, email, davidcarey@elpasoco.com.

|  |  |
| --- | --- |
|  | *David Carey* |
|  |  David Carey, CPPB,  Procurement Specialist  |

**IFB NO. 20-111 DUE DATE: SEPTEMBER 10, 2020**

# EL PASO COUNTY

**CONTRACTS AND PROCUREMENT DIVISION**

**CONTRACTOR’S QUALIFICATION STATEMENT**

**FOR**

**FOUNTAIN CREEK AT HANSON TRAILHEAD 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** | **2. TYPE OF LICENSE & LOCATION** |
|  CORPORATION |  |  INDIVIDUAL |  |  |  |
|  PARTNERSHIP |  |  JOINT VENTURE |  |  |  |
|  OTHER: |  |  |  |
|  |
| **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; PROJECT SCOPE OF WORK; BIDDER’S SCOPE OF WORK; 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 OVERALL 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** | **Character** | **Total $** | **%** | **Date Of** |
| **Of Work** | **Of Work** | **Amount** | **Complete** | **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 NO. 20-111 DUE DATE: SEPTEMBER 10, 2020**

**EL PASO COUNTY**

**CONTRACTS AND PROCUREMENT DIVISION**

**DECLARATION FORM**

**FOR**

**FOUNTAIN CREEK STABILIZATION AT HANSON TRAILHEAD 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 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.

**IFB NO. 20-111 DUE DATE: SEPTEMBER 10, 2020**

**EL PASO COUNTY**

**CONTRACTS AND PROCUREMENT DIVISION**

**NON-COLLUSION AFFIDAVIT**

**FOR**

**FOUNTAIN CREEK STABILIZATION AT HANSON TRAIL PROJECT**

|  |  |  |
| --- | --- | --- |
| **STATE OF** |  | **)** |
|  |  | **) SS** |
| **COUNTY OF** |  | **)** |
|  |  |  |

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 NO.: 20-111** 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 affiant.
6. Signed:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

B. Subscribed and sworn to before me this \_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2020.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (NOTARY PUBLIC)

 My commission expires:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_