

**EL PASO**  **COUNTY**  
**COLORADO**

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FINANCIAL SERVICES DEPARTMENT  
EILEEN GONZALES, CPPO, CPPB – CONTRACTS & PROCUREMENT MANAGER

**INVITATION FOR BIDS**  
**IFB NO.: 21-077**  
**PAVEMENT CRACK SEALING SERVICES**

Sealed bids for **PAVEMENT CRACK SEALING SERVICES** for the El Paso County Department of Public Works (DPW) on behalf of the Pioneer Village Road Public Improvement District (PID), will be received VIA EMAIL by the **Contracts and Procurement Division, 15 E. Vermijo Ave, Colorado Springs, CO 80903, UNTIL 11:00 AM, June 2, 2021. The Bid Form can be faxed to 719-520-6730.**

Sealed best-value bids will be received via EMAIL ONLY to mattstephens@elpasoco.com with a copy to normaingalls@elpasoco.com at which time they will be publicly opened (VIA TELECONFERENCE) and read aloud.

All questions regarding this Invitation for Bid (IFB) should be directed to Matt Stephens, Procurement Specialist, MattStephens@elpasoco.com. Do not contact any other individual regarding this solicitation. **Final questions are due no later than 11:00 AM, May 21, 2021 submitted in writing 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](http://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:**

**BidNet**  
**May 12<sup>th</sup>, 2021**  
**Fountain Valley News**  
**May 12<sup>th</sup> & 19<sup>th</sup>, 2021**

**EL PASO COUNTY  
 CONTRACTS & PROCUREMENT DIVISION**

**RESPONSE CHECKLIST  
 For  
 PAVEMENT CRACK SEALING**

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 IFB (Invitation For Bids) may be cause for rejection of the bid.

Bidder shall check each box indicating compliance: **THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PACKAGE**

**SUBMIT ONE (1) ORIGINAL HARDCOPY SET AND ONE (1) COMPLETE COPY OF ALL BID DOCUMENTS IN THE ORDER LISTED BELOW.**

- |                          |  |
|--------------------------|--|
| <input type="checkbox"/> | RESPONSE CHECKLIST   |
| <input type="checkbox"/> | ADDENDUM(S) ACKNOWLEDGED (if applicable)   |
| <input type="checkbox"/> | BID FORM   |
| <input type="checkbox"/> | WORK PLAN / SCHEDULE   |
| <input type="checkbox"/> | BID BOND (5%)  |
| <input type="checkbox"/> | CONTRACTOR'S QUALIFICATION STATEMENT   |
| <input type="checkbox"/> | NON-COLLUSION AFFIDAVIT  |
| <input type="checkbox"/> | DECLARATION FORM   |
| <input type="checkbox"/> | STATEMENT OF ANTICIPATED SUBCONTRACTORS  |
| <input type="checkbox"/> | COPIES OF GENERAL / VEHICLE LIABILITY INSURANCE and WORKERS' COMPENSATION CERTIFICATES |

|  |                      |
|--|----------------------|
| <b>COMPANY NAME:</b>                           | <b>PHONE NUMBER:</b> |
| <b>STREET ADDRESS:</b>                         | <b>FAX:</b>          |
| <b>CITY, STATE, ZIP:</b>                       | <b>Email:</b>        |
| <b>AUTHORIZED REPRESENTATIVE NAME (PRINT):</b> | <b>TITLE:</b>        |
| <b>AUTHORIZED REPRESENTATIVE SIGNATURE:</b>    | <b>DATE:</b>         |

**GENERAL SPECIFICATIONS  
FOR  
PAVEMENT CRACK SEALING**

El Paso County is seeking best value bids from qualified, experienced contractors to provide all labor, materials and equipment necessary for pavement crack sealing, per the attached and incorporated specifications and crack seal location lists. Quantities on the Bid Form are estimates for all work noted on the location maps. The majority of the work under this IFB is funded by the Pikes Peak Rural Transportation Authority (PPRTA). It is possible there will also be County funds used for County maintenance projects.

**IFB TIMETABLE**

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

|   |                                      |
|---|--------------------------------------|
| IFB NOTICE ADVERTISED                   | <i>May 12 and 19, 2021</i>           |
| FINAL IFB QUESTIONS DUE                 | <i>11:00 AM, May 21, 2021</i>        |
| <b>BID DUE DATE</b>                     | <b><i>11:00 AM, June 2, 2021</i></b> |
| BID REVIEW                              | <i>Week of June 7, 2021</i>          |
| CLARIFICATIONS                          | <i>Week of June 7, 2021</i>          |
| RECOMMENDATION OF AWARD TO BOCC & PPRTA | <i>Week of June 8, 2021</i>          |
| ESTIMATED NOTICE TO PROCEED             | <i>Week of June 18, 2021</i>         |

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

**I. TECHNICAL REQUIREMENTS**

**A. PROJECT STANDARD SPECIFICATIONS**

These bid specifications incorporate the following documents, as if physically attached and bound herein:

- *Standard Specifications for Road and Bridge Construction*, Colorado Department of Transportation, State of Colorado, 2019 or most current edition
- *Standard Plans: M & S Standards*, Colorado Department of Transportation, 2019 or most current edition
- *Engineering Criteria Manual*, Revision 7 or most current edition

Each Bidder/ Successful Contractor (referred as "Contractor" hereafter) shall be responsible for procuring sufficient copies of the Colorado Department of Transportation *Standard Specifications for Road and Bridge Construction* and *Standard Plans: M & S Standards* for use in bidding and construction of the project. Copies are available for examination online at <https://www.codot.gov/business/designsupport/2019-and-2012-m-standards/2019-m-standards-plans/2019-m-standards-plans-and-details>.

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, current edition.

**REVISION OF SECTION 101: DEFINITIONS AND TERMS**

The following sections are amended for purposes of identification of the Owner and responsible parties for control of the construction of this project.

**CONTRACT MODIFICATION ORDER:** In addition to the definition given in the Standard Specifications, the term "Contract Modification Order" shall also include and be synonymous with the term "Change Order".

**PROJECT ENGINEER:** This term shall mean the County Engineer, Transportation & Fleet Division, El Paso County Department of Public Works, or designated representative.

**OWNER:** The term "OWNER" shall refer to the El Paso County Department of Public Works acting through and on behalf of the El Paso County Board of County Commissioners.

Other additional terms that may be utilized in the Standard Specifications 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, Transportation & Fleet 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 Transportation & Fleet Division.
- 1.2.8 "Division of Highways, State of Colorado" shall mean El Paso County, Colorado.
- 1.2.9 "Engineer" shall mean the County Engineer, El Paso County, Colorado, or designated representative.
- 1.2.10 "Project Engineer" shall mean the County Engineer, El Paso County, Colorado or designated representative.
- 1.2.11 "Regional Transportation Director" shall mean the El Paso County Engineer or designated representative.
- 1.2.12 "Staff Construction Engineer" shall mean the County Engineer, El Paso County, Colorado, or designated representative.
- 1.2.13 "State", "State Of Colorado", "State Department Of Transportation", or "CDOT" shall mean El Paso County, Colorado (where applicable).

#### REVISION OF SECTION 102: BIDDING REQUIREMENTS AND CONDITIONS

Section 102 of the Standard Specifications is hereby revised for this project as follows:

102.01 Pre-Qualification of Bidders: This sub-section is deleted in its entirety.

#### REVISION OF SECTION 103: AWARD AND EXECUTION OF CONTRACT

Section 103 of the Standard Specifications is hereby deleted in its entirety.

#### REVISION OF SECTION 104: SCOPE OF WORK

Section 104 of the Standard Specification is hereby changed for this project as follows:

104.04 Maintaining Traffic- Delete Section 104.04 and replace with the following:

The Contractor shall provide, erect, and maintain barricades, suitable and sufficient lights, danger signals, signs and other traffic control devices as deemed necessary by the El Paso County Engineer or representative. The Contractor will take all necessary precautions for the protection and safety of motorists and pedestrians. Where necessary, or as directed by the County Engineer, the Contractor will provide and maintain in safe condition temporary crossings or intersections. Wherein streets intersecting with the project are closed to through traffic, the Contractor shall inform the safeguard agencies (Fire Department, Police Department, etc.) about this condition and the hours this closing will remain in effect. When a work zone is set up at an active traffic signal, a uniformed traffic control (UTC) must be used. This is not a pay item, and shall be done wholly at the Contractor's expense, and shall be taken into consideration in its bid. In the event a problem with parking and/or traffic flow is anticipated, the Contractor may be required to work on only one side of the street at a time. Higher fines in work zones signs shall be used.

The Contractor shall provide traffic control in accordance with the Manual on Uniform Traffic Control Devices. Prior to starting any fieldwork, a Method of Handling Traffic (MHT) plan shall be submitted by the Contractor and approved by El Paso County Department of Public Works.

If El Paso County determines a construction site is not safe and determines additional traffic control is necessary, the Contractor will need to obtain a work in the right-of-way permit, pay for El Paso County personnel to place the traffic control, pay for the rental of the traffic control devices, and pay for El Paso County personnel to remove the traffic control. A Work in the Right-of-Way Permit shall be on-site when altering paving markings. Costs to be included in the Work in the Right-of-Way Permit shall include an Obstruction Fee, Degradation Fee, Traffic Management Fee and surcharge.

This is not a pay item, and shall be done wholly at the Contractor's expense, and shall be taken into consideration in their bid.

#### REVISION OF SECTION 408: JOINT AND CRACK SEALANT

Section 408 of the Standard Specification is hereby changed for this project as follows:

408.05 Basis of Payment-Delete Section 408.05 and replace with the following:

The accepted quantities will be paid for at the contract unit price per pound.

Payment will be made under:

| <b>Pay Item</b>                   | <b>Pay Unit</b> |
|-----------------------------------|-----------------|
| Hot Poured Crack Sealant          | Pound           |
| Blotter Agent (Black Beauty Sand) | Pound           |

All materials, equipment, traffic control and costs incidental to the preparation of the surface prior to application of the hot poured joint and crack sealant will not be paid for separately but shall be included in the work.

#### REVISION OF SECTION 409: CHIP SEAL

Section 409 of the Standard Specifications is hereby deleted and replaced with the attached Project Special Provision 409.

## B. PROJECT SPECIAL PROVISIONS

1. Work shall consist of:
  - a. Preparing pavement cracks for crack sealing and applying the crack sealant. Preparation shall consist of cleaning as outlined in Section 408.03 of CDOT's Standard Specifications for Road and Bridge Construction.
  - b. Placement of crack sealant shall be in accordance with Section 408.03 of CDOT's Standard Specifications for Road and Bridge Construction and shall be followed by squeegeeing of any excess crack seal.
  - c. The crack seal material shall meet the requirements of Section 702.04 of CDOT's Standard Specifications for Road and Bridge Construction.
2. Prior to starting fieldwork, a Method of Handling Traffic (MHT) plan shall be submitted by the Contractor and approved by the County Engineer or representative. Preparing the MHT and traffic control shall be included in the cost of pavement crack sealing. The Contractor will furnish all materials and labor, including construction signing and flagging, while working in the R.O.W. and shall submit the MHT plan for approval, **a minimum of 48 hours prior to commencing work**. Contractor shall provide all traffic control in accordance with the *Manual on Uniform Traffic Control Devices*.
3. Prior to starting fieldwork, a Technical Data Sheet for the sealer must be submitted by the Contractor and approved by the County Engineer or representative. The Technical Data Sheet shall include specific information for the sealer including the manufacturer's name, trade name of the sealer, material specifications, material limitations, material precautions, application temperature range, recommended application temperature, and safe heating temperature. A Technical Data Sheet for any blotter agent (detack agent) other than the Black Beauty Sand must be submitted by the Contractor and approved by the County Engineer or representative. The Technical Data Sheet shall include specific information for the blotter agent including the manufacturer's name, trade name of the agent, material specifications, material limitations, material precautions, application temperature range, recommended application temperature, and other information.
4. Quantities were estimated based on the square yardage of roadway for cracks to be sealed. For estimating purposes, 0.4 pounds of crack seal was assumed for each square yardage of roadway. The actual crack seal rate could be more or less than this amount. A purchase order will be issued to the selected Contractor for a dollar amount. If more crack seal is used than estimated, the Contractor will be responsible for terminating work when the purchase order has been exhausted. Additional crack seal placed after the purchase order has been exhausted will be considered unauthorized work and would be at the contractor's expense.
5. **Optional** - El Paso County may require the Contractor to perform application of mastic crack sealant where specified. Mastic shall conform to the specifications of CDOT's *Standard Specifications for Road and Bridge Construction* Section 702.04, 2019 Edition. Mastic will be paid for by the pound.
6. **Optional** - El Paso County may require the Contractor to perform application of Fog Seal where specified. Fog Seal shall conform to the specifications of CDOT's *Standard Specifications for Road and Bridge Construction* Table 702-2, 2019 Edition. Fog Seal will be paid for by the gallon.
7. **Optional** - El Paso County may require the Contractor to perform application of Slurry Seal where specified. Slurry seal shall conform to the specifications of CDOT's *Standard Specifications for Road and Bridge Construction* Table 702-4, 2019 Edition. Slurry Seal will be paid by square yard of material placed.
8. **Optional** - El Paso County may require the Contractor to perform application of Cape Seal where specified. Cape seal shall conform to the specifications of CDOT's *Standard Specifications for Road and Bridge Construction* Table 702-4, 2019 Edition. Cape Seal will be paid by square yard of material placed.

### C. GENERAL REQUIREMENTS

1. Bidders must have all licenses required to perform the work requested herein in order to submit a bid.
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 Engineer 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, drawings and figures, 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, location list and all Contract documents related thereto, and the local conditions at the place where the work is to be done.
3. 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.
4. No bid will be accepted from, nor will any contract be awarded to, any person or firm, who is in arrears to County, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to the County, or who is deemed irresponsible or unreliable by County. The County reserves the right to award as is deemed in the best interest of El Paso County.
5. Work Plan/Schedule: A baseline Work Plan/Schedule needs to be submitted with the bid. The Contractor shall submit a detailed construction schedule of work including all the tasks for the project at the pre-construction conference, after award of contract. An updated copy of the schedule shall be provided to the County Engineer or designated representative by the first and fifteenth of each month. This is not a pay item, and shall be done wholly at the Contractor's expense, and shall be taken into consideration in its bid.
6. After work has started under a contract award for this bid, 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 projects within the allotted time. Two pavement crack sealing crews may be allowed, with forty-eight (48) hours prior written notice and approval by the County Engineer or his designated representative. Any such notice and approval shall be documented for the contract. Stopping the work on County projects shall **not** be permitted without forty-eight (48) hours prior written notice from Contractor, and written authorization from the County Engineer or designated representative. If the County Engineer or representative authorizes the Contractor to stop work, the remobilization will be at the Contractor's cost.
7. The County's normal workweek is currently Monday through Friday. Work will be allowed on Saturdays with 7 days prior written notice and approval by the County Engineer or designated representative. Work will only be allowed on Sundays and holidays with seven (7) days prior written notice and adequate justification. Any such notice and approval shall be documented for the contract. If the Contractor provides written notice for work on Saturday, Sunday, or a holiday and the workday is approved by the County, the Contractor will be charged a workable working day unless weather or other conditions not under the Contractor's control do not permit construction operations to proceed. Once the day has been approved, a workable working day will be charged even if the Contractor decides not to work. If weather or other conditions not under the Contractor's control do not permit work, a workable working day will not be charged.
8. If the County Engineer or designated representative requests work in an area that would require an additional mobilization, requires mobilizations to areas not included in the original scope of work, there may be additional costs. Note the price on Bid Form for such additional mobilizations (remobilizations). All costs, including labor, time, materials or other costs for such remobilizations shall be included in the price on the bid form.
9. A Pre-Construction Conference is to be held before work is started on this project. This conference will be held at the Department of Public Works, 3275 Akers Drive, Colorado Springs, CO 80922. The selected contractor shall attend the Pre-Construction Conference. It is anticipated that the Notice to Proceed shall be issued by the Procurement & Contracts Department prior to the date of the Pre-Construction Conference. The El Paso County Engineer will determine the actual starting date, which will not occur before award of a contract.

10. The **starting date of this project is anticipated to be June 18, 2021**. This is a tentative date. The El Paso County Engineer will determine the actual starting date, which will not occur before award of a contract. The El Paso County Procurement & Contracts Department will issue the Notice to Proceed.
11. **Ninety (90) workable, working days will be allowed for completion** of the baseline locations listed in this bid. Any additional work other than those listed in the baseline locations included with this bid will have additional time as agreed upon by County and Contractor for the additional work.
12. If the Contractor finds it impossible for reasons beyond its control to complete the work within the allotted time, it may, at any time prior to the expiration of time allowed, make a written request to the County Engineer for an extension of time, setting forth therein the reasons it believes will justify the granting of its request. If the County Engineer finds that the work is delayed because of conditions beyond the control and without fault of the Contractor, he may extend the time for completion in an amount as conditions justify. Such authorized extension shall be in writing.
13. All calendar days elapsing between effective dates of orders to suspend work, and to resume work for suspension not the fault of the Contractor, shall be excluded from the allotted work time.
14. 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.
15. The County will be responsible for all product and application testing, but this does not preclude Contractor from providing internal test information to the County, at no additional charge.
16. The Contractor shall perform all the work with its own organization, unless stipulated otherwise in the General Specifications or Standard Specifications, or Contract. The work under this contract shall include all labor, materials, equipment, 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. Contractor shall be responsible to pay all costs for permits, licenses, fees and insurance which may be required to perform the work required.
17. **Labor:** The Contractor shall conform to all the provisions of the Federal, State and Local laws and regulations relating to labor. There are no Federal funds involved in this bid.
18. **Right-of-Way:** All work is to be completed within the County right-of-way. If the contractor needs to encroach on private property, they must obtain written permission directly from the property owner, prior to entering. Contractor shall supply the inspector on-site with a copy of the written permission prior to entering.
19. **Surveying:** Surveying string-line, if required, will be performed by the El Paso County Department of Public Works, Survey/Inspection Division, with two (2) working days prior notice from Contractor.
20. **Warranty:** Contractor must verify all dimensions, measurements and amounts, and ensure safety and security of the work. The Contractor shall, at a minimum, guarantee all work and materials incorporated into this project for a minimum of two (2) years following the date of final acceptance by the County. If it is necessary for the Contractor to do warranty work and repair some work and/or materials, the Contractor shall guarantee like work and like materials that required repair for a minimum of two (2) years following the date of final completion of the repair work.
21. **Estimated Quantities:** At any time throughout the contract progression the County retains the right to increase or decrease line item quantities shown in the bid schedule by an amount not-to-exceed twenty-five percent (25%) thereof.
22. **Extra Work:** The Contractor shall perform unforeseen work whenever it is deemed necessary or desirable by the Contract representative, in order to fully complete the work planned. Any additional work for which no bid price is provided in the original bid submittal shall be covered by a supplemental written request for the additional work from the County, with a written bid response from the Contractor, both of which will then be



incorporated into the existing Contract through either a Contract amendment or Purchase Order change order, before such work is started. The supplemental agreement information shall contain approximate quantities, unit prices, or lump sum price as mutually agreed to by the parties and shall be made part of the Contract.

23. **Sanitary Facility:** Contractor shall provide a sanitary facility for worker usage at each active worksite that will be used for more than one (1) consecutive workable working day. Active work shall include, but is not limited to, pavement crack sealing and preparation for pavement crack sealing. The sanitary facility will not be a pay item but will be incidental to the work.
24. **Inspections:** El Paso County will provide quality assurance inspection. Quality control is the contractor's responsibility. The County will be responsible for all product and application testing, but this does not preclude Contractor from providing internal test information to the County, at no additional charge.
25. **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.

#### **D. CONTRACTOR RESPONSIBILITIES**

1. **WORK SCHEDULE:** The County will work with the Contractor to determine the order in which the roads will be crack sealed. The Contractor shall submit a detailed Construction Schedule reflecting this order of work at the pre-construction conference, after award of contract. Work will not begin until this detailed construction schedule is received and approved by the County. While this schedule of baseline roads included in the IFB will need to be adhered to as closely as possible by the Contractor, there may be opportunities for flexibility, depending on weather or other issues. The Contractor must stay in close communication with the County representative in order to maximize the potential for flexibility. The Contractor shall not change the work schedule without prior notice and approval by the County's representative or his authorized delegate. The authorized County representative(s) will be identified, with contact information, at a pre-construction meeting to be held with the Contractor, after contract award, and before work commences.
2. **CITIZEN NOTIFICATION:** The Contractor shall be responsible for notifying citizens and businesses in the neighborhoods that will be directly or indirectly affected by the proposed crack sealing. Notification shall be sent to the neighborhood at least 3 days before starting any construction work but not more than 30 days before starting any construction work in that neighborhood. The notification will include the extents of the project, the approximate start date, the estimated time to complete the work, and the name and phone number of the Contractor's contact person. The Contractor shall provide the County Engineer or representative with a copy of the proposed notification letter for review and approval prior to distribution to citizens. This is not a pay item, shall be done wholly at the Contractor's expense, and shall be taken into consideration in its bid.
3. **LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC:** Contractor shall at all times observe and comply with all 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 decree, whether by itself or its employees. 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.
4. **CONSTRUCTION WORK AREA:** 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. All loose asphalt shall be removed from

within the right-of-way. This includes, but is not limited to, removing all loose asphalt from curbs, gutters, sidewalks, and driveways. This is not a pay item, shall be done wholly at the Contractor's expense, and shall be taken into consideration in its bid.

5. **CONTROL OF WORK AND MATERIALS:** All methods of procedure, materials, control of work, and basis of measurement will comply with the *Pikes Peak Region Asphalt Paving Specifications, Standard Specifications for Road and Bridge Construction*, Department of Transportation, State of Colorado, current issue, and/or AASHTO Material Specifications and Testing Procedures, current issue. The Contractor shall assure that work is not done, nor equipment parked, in areas outside the construction boundaries as marked or staked by the County Engineer. The Contractor shall be required to maintain rigid control of all materials, which must comply with the specifications as stated.
6. **CHARACTER OF WORKMEN, METHODS, AND EQUIPMENT:** The Contractor shall at all times employ sufficient labor and equipment to properly perform the work per this bid. All workmen 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.
7. **SAFETY:** To ensure El Paso County maintains compliance with MUTCD guidelines and standards for Temporary Traffic Control Zones found in section 6D.03 "Worker Safety Considerations" and section 6E.02 regarding Flagger Control, all personnel within the County right-of-way who are exposed either to traffic or to work vehicles and construction equipment within the temporary traffic control zone must wear high visibility safety apparel. High visibility safety apparel shall consist of Class 3 safety vests or other class 3 reflective safety apparel. In addition to high visibility safety apparel, all personnel within the County right-of-way shall wear other personal protective equipment (PPE) including long pants, hard hats, safety toe footwear, and depending on work circumstances gloves, safety glasses and/or face shields. All PPE shall be cleaned and stored properly when not in use. Damaged equipment shall be replaced immediately. Soiled or stained garments shall be washed or replaced to ensure proper visibility as required.
8. **UTILITIES:** The Contractor, prior to commencing any excavation work on this project, shall inform the owners of utilities in the area of the proposed work, together with the starting date planned. It is understood and agreed that the Contractor has considered in its bid all utility appurtenances in their present positions and that no additional compensation will be allowed for any delays, inconvenience or damages sustained by Contractor due to an interference from said appurtenances, or the operation of moving and/or repairing them.
9. **LOAD RESTRICTIONS & TRUCK ROUTES:** The Contractor shall comply with all legal load restrictions in hauling of materials on public roads. Permits as required must be obtained by the Contractor at its cost. Permits issued by El Paso County will be provided to the Contractor at no cost. Permits will not relieve the Contractor of liability for damage which may result from moving equipment. The operation of equipment of such weight or so loaded as to cause damage to roadways or to structures or to any type of construction will not be permitted. Hauling of materials over base or surface courses shall be only as directed by the 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.

#### **E. UNACCEPTABLE AND UNAUTHORIZED WORK:**

1. The Contractor will be required to maintain rigid control of all materials which must comply with the specifications as stated. All materials not conforming to the requirements of the specifications at the time they are used shall be considered unacceptable.

2. The Contractor shall assure that work is not done, nor equipment parked, in areas outside the construction boundaries as staked by the County Engineer. All work which does not conform to the requirements of the contract, specifications and drawings will be considered unacceptable.
3. 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.
4. Work shall not be done without lines and grades having been given to Contractor by the County Engineer. Work done contrary to the instruction of the County Engineer, work done beyond the lines shown on the plans, or any extra work done without appropriate written County approval, will be considered unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.
5. 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.

#### **F. AUTHORITY OF THE ENGINEER**

1. The El Paso County Engineer or authorized delegate may undertake the inspection of the material at the source and shall have full entry at all times to those areas wherein the manufacture or production of the materials is taking place. The COUNTY may also request an on-site inspection of the bidder's facility prior to award of contract or at any reasonable time thereafter.
2. The El Paso County Engineer shall have the authority to suspend work wholly or in part because of the failure of the Contractor to properly perform the work in accordance with the Specifications, Provisions, and Contract, as the County Engineer deems to be in the best interest of the County and the public. All calendar days elapsing between effective dates of orders to suspend work and to resume work for suspension not the fault of the Contractor shall be excluded from the allotted time.
3. If the Contractor finds it impossible for reasons beyond its control to complete the work within the allotted time, it may, at any time prior to the expiration of the time allowed, make a written request to the County Engineer for an extension of time, setting forth therein the reasons Contractor believes will justify the granting of its request. If the County Engineer finds that the work is delayed because of conditions beyond the control and without fault of the Contractor, County Engineer may extend, in writing, the time for completion in an amount as conditions justify.

#### **G. DUTIES OF THE INSPECTOR**

1. The Inspectors of the El Paso County Department of Public Works, Engineering Division, will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication, and manufacture of the materials used.
2. The Inspectors are not authorized to alter or to waive any provisions of the Contract, or to issue instructions contrary to plans and specifications, or to act as foremen for the Contractor. Any changes deemed necessary shall be made in writing by the El Paso County Engineer or representative and presented to the Contractor.

#### **H. EMERGENCY CANCELLATION OF CONTRACT**

1. In the event a national emergency crisis exists or arises, creating a shortage of materials, labor, and equipment, and such crisis will probably continue for an unreasonable length of time resulting in the Contractor's inability to continue with construction, the County may cancel, without default, such contract

wholly or in part, with appropriate written notice. In the event of an emergency arising in El Paso County, to such an extent that budgeted monies will have to be used for other more pressing purposes, the County may cancel the Contract, per the provisions of the Contract, without defaulting on the Contract. Such Notice of Cancellation shall be processed through the County Contracts & Procurement Division.

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

#### **I. DEFAULT AND TERMINATION OF CONTRACT NOTICE**

1. The Contractor shall be at default if any one of the following conditions is true. If the Contractor:
  - a. Fails to begin the work under the contract within the time specified in the "Notice to Proceed,";
  - b. Fails to perform the work with sufficient workmen and equipment or with sufficient materials to assure the prompt completion of said work;
  - c. Performs the work unsuitably or neglects or refuses to remove or perform anew such work as may be rejected as unacceptable and unsuitable;
  - d. Discontinues the prosecution of the work;
  - e. Fails to resume work which has been discontinued within a reasonable time after notice to do so;
  - f. Becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency;
  - g. Allows any final judgment to stand against him unsatisfied for a period of 10 days;
  - h. Makes an assignment for the benefit of creditors; or
  - i. For any other cause whatsoever fails to carry on the work in an acceptable manner, the County will give notice in writing to the Contractor and his surety of such delay, neglect, or default.
2. If the Contractor, within a period of fourteen (14) calendar days after such Notice to Proceed, does not proceed in accordance therewith, then the County will, upon written notification from the County Engineer of the fact of such delay, neglect or default and the Contractor's failure to comply with such notice, have full power and authority to proceed with termination of the Contract. The County may appropriate or use any or all materials and equipment located on the site(s) as may be suitable and acceptable, and may enter into another agreement(s) for the completion of the said defaulted or terminated contract according to the terms and provisions thereof, or use such other methods as in the opinion of the Board of County Commissioners, will be required for the completion of said contract in a manner acceptable to the County. All costs and charges incurred by the County, together with the cost of completing the work under the contract, will be deducted from any monies due or which may become due to said Contractor. If such expense exceeds the sum which should have been payable to the Contractor under the contract, then the Contractor and the surety shall be liable and shall pay to the County the amount of such excess.

#### **J. TIME ALLOWANCE AND LIQUIDATED DAMAGES:**

1. After the bid has been awarded, the starting date will be determined jointly by the El Paso County Engineer and the Contractor. The Contractor shall be allowed **ninety (90) workable working days** to fully complete this project. The actual starting date will be determined by the El Paso County Engineer, and the Notice to Proceed will be issued by the El Paso County Contracts & Procurement Division.

2. **Time is of the essence** and in order to prevent delays in completion of this work, Contractor will start work upon Notice to Proceed and devote all necessary equipment, materials and labor required to complete all locations within the required time frame, **without stopping County work for other projects.**
3. For each working day that any work shall remain uncompleted for each road/task or after the end of the Contract period, the amounts set forth in the Standard Specifications will be assessed, not as a penalty but as a predetermined and agreed liquidated damage. The amount of liquidated damages to be paid by the Contractor to El Paso County, for failure to complete fully the work within the allotted time and schedule for each location/task as well as the total project, is established in Section 108 of the *Standard Specifications for Road and Bridge Construction*, Colorado Department of Transportation, State of Colorado, current edition.
4. The amount of liquidated damages to be paid by the Contractor to El Paso County for failure to complete the work as specified, within the allotted time will be per table 108.09 in the CDOT *Standard Specifications for Road and Bridge Construction*, 2019 edition, for Contractor's time beyond the number of workable, working days noted in this bid specification.

#### **K. RETAINAGE, PAYMENTS, ACCEPTANCE, AND FINAL PAYMENT**

1. Partial payment will be made no more frequently than once a month, for work satisfactorily completed, and accepted by the County Engineer, as the work progresses. Said payments will be based upon an invoice submitted by the Contractor, and if necessary, a written estimate prepared by the El Paso County Engineer 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.
2. No partial payments will be made when the total value of the invoice and/or estimate since the previous invoice or estimate is less than \$1,000.00. The County shall retain, from the amount estimated as payable in an amount equal to 5% of the invoiced amount, and 5% of the total original Contract value, until successful completion and acceptance by the County of the entire Contract work. 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.
3. 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.
4. Upon notice from the Contractor of presumptive completion of the entire contracted work, the El Paso County Engineer will make an inspection. If all the work provided per the Contract is found to have been satisfactorily completed, the El Paso 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.
5. 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.
6. 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.

7. **Method of Payment and Invoices:** The awarded bidder shall be responsible for invoicing the County. 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. Payment is Net 30 after receipt of invoice. **The County prefers to pay by VISA credit card. Please indicate on the Bid Form if you can accept payment by credit card, and if there is an additional cost or restrictions (such as minimum/maximum dollar amounts).**

## II. **BID PROCESS REQUIREMENTS**

### A. **PRE-BID CONFERENCE:** There is **NO Prebid Meeting** scheduled for this solicitation.

- B. **INQUIRIES:** Questions related to this solicitation must be directed to Matt Stephens, C.P.P.B., Procurement Specialist, Contracts & Procurement Division at 719-520-6772 or by e-mail to: [MattStephens@elpasoco.com](mailto:MattStephens@elpasoco.com). All questions shall be submitted in writing. If needed, written responses to those questions shall be published as an addendum after the final questions are due. All final **questions are due no later than 11:00 AM, May 21<sup>st</sup>, 2021** via Bidnetdirect.com. Do not contact any other individual regarding this IFB other than the Procurement Specialists listed above.

### C. **BID SUBMISSION:**

In effort to minimize unnecessary risk of exposure to the Coronavirus and comply with CDC guidelines for group gatherings, bids must be received VIA EMAIL ONLY to [MattStephens@elpasoco.com](mailto:MattStephens@elpasoco.com) and identified as "**IFB NO.:21-077 Pavement Crack Sealing Project**" in the subject line with cc: to [Normalngalls@elasoco.com](mailto:Normalngalls@elasoco.com) **no later than 11:00 A.M, June 2, 2021**. **LATE BIDS WILL NOT BE ACCEPTED.** Bids shall be complete and signed by an authorized representative of the contractor. Failure to submit all information requested may result in the El Paso County Contracts & Procurement Division requiring prompt submission of missing information. Bids which are substantially incomplete or lack key information may be rejected by the Contracts and Procurement Division. Additional information, literature, or brochures may be submitted WITH the bid form, or attached to it.

The Bid Opening for IFB 21-077 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 COUNTY RECEIPT OF BID BY PHONE or FAX (IF ACKNOWLEDGEMENT OF RECEIPT OF BID IS NOT RECEIVED) WITHIN THIRTY (30) MINUTES OF BID DUE DATE.**

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 subcontractor to another prime contractor). Submittal of multiple bids in different form may result in the

disqualification of all Bidders associated with a multiple bid

- C. 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.
- D. BID FORM:** Bidders must completely fill out the Forms included in this bid but may attach additional pages if more space is needed. These documents are available in MS Word format and/or MS Excel to facilitate filling out the forms, bidders may send an email requesting the documents in a non-pdf format. Bids shall be complete and signed by an authorized representative of the bidder. Failure to submit all information requested may result in the El Paso County Contracts & Procurement Division requiring prompt submission of missing information. Bids which are substantially incomplete or lack key information may be rejected by the Contracts & Procurement Division.
- E. INSURANCE REQUIREMENTS:** For bid purposes, bidders must submit copies of certificates of insurance for general liability and workers' compensation, as referenced on attached **Insurance Checklist - Appendix C** (Insurance Checklist) and Response Checklist. The Contractor will be required to provide original certificates for Comprehensive General Liability, Automobile Liability, any specialized liability required by the nature of the work, prior to commencing work, at its own expense, **naming El Paso County and the Pikes Peak Rural Transportation Authority (PPRTA) each as an additional insured**, along with an original Workers Compensation certificate, with a 30-day cancellation notice, and maintain such coverage for the duration of the bid award/contract. The Contractor shall provide this proof of insurance within ten (10) days of Notice of Award.
- F. BEST VALUE BID EVALUATION CRITERIA:** Additional technical 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 experience and qualifications pertinent to the project requirements.
  3. Bidder's financial stability.
  4. References.
  5. Type and availability of bidder's resources, to include but not limited to materials, equipment & labor, to begin contract and perform quality work on schedule, and to complete the work as specified.
  6. Work Plan / Schedule.
  7. Prices.
- G. BID AWARD:** Issuance of this IFB and receipt of bids does not commit the County to award a purchase order or contract. The County reserves the right to postpone opening, to accept or reject any or all bids received in response to this IFB, to award a contract to one (1) or more bidders, or to cancel all or part of this IFB.
- H. TERM OF CONTRACT:** The term of the contract will be from date of award through project completion. The prices shall remain in effect through December 31, 2021. Any contract awarded between the County and the Contractor may consist of a Construction Contract (PPRTA format), this IFB and any addendums, the submitted bid, the resulting Purchase Order, and original certificates of insurance. A contract may be renewed for up to four (4) additional one-year options, at the discretion of the County, upon satisfactory performance by the contractor, approval and adoption of the budget for each fiscal year, and upon approval by the Board of County Commissioners and PPRTA Board.

If bidder does not agree with any terms or conditions of the standard solicitation and award documents, the bidder must present its exceptions to the standard terms and conditions with its bid. If no concerns are expressed by 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.

- I. IFB REQUIREMENTS:** Bids must be received in duplicate form (one original and one complete copy of all bid documents), signed by an authorized representative of the bidder. By submitting a bid, you represent that you have (1) thoroughly examined and become familiar with the scope of services outlined in this IFB, (2) attended the Mandatory Pre-Bid Conference, and (3) are capable of performing quality work in the necessary timeframe to achieve the County's objectives.

THE FOLLOWING INFORMATION MUST BE INCLUDED IN THE ORDER LISTED BELOW:

1. Response Checklist (completed and signed by authorized representative)
2. Addendum(s) Acknowledgement (if applicable)
3. Bid Form
4. Work Plan/Schedule
5. Bid Bond (5%)
6. Qualifications Statement (Included in IFB)
7. Non-Collusion Affidavit (Included in IFB)
8. Declaration Form (Included in IFB)
9. Statement of Anticipated Subcontractors
10. Copies of General/Vehicle Liability Insurances and Workers' Compensation Certificates

**K. OTHER DOCUMENTS INCLUDED FOR REVIEW:**

1. Location list: locations, including approximate dimensions & quantities
2. 2021 Project Maps
3. Project Special Provision 409
4. Instructions for Submitting Construction Bids
5. PPRTA Construction Contract
6. PPRTA General Conditions to the Contract
7. PPRTA Special Funding Provisions
8. Insurance Checklist – Appendix C
9. Bid Form (Rev 1)

**EL PASO COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY BIDS BASED ON BIDDER'S ABILITY TO MEET OR EXCEED MINIMUM SPECIFICATIONS, FUNCTIONALITY, PRICE, DISCOUNTS, QUALITY, DELIVERY, QUANTITY OR AVAILABILITY OF MATERIALS, LEAD TIME, INSTALLATION, QUALIFICATIONS, EXPERIENCE, REFERENCES, MANPOWER, EQUIPMENT, INSURANCE, SCHEDULING, OR CAPABILITY OF BIDDERS TO PROVIDE OR PERFORM THE REQUIREMENTS, AND ACCEPT THE BID(S) THAT IS DEEMED TO BE IN THE BEST INTEREST OF EL PASO COUNTY and PPRTA.**

Any questions regarding the contents of this IFB should be directed to Matt Stephens, Procurement Specialist, at 719-520-6772, or email at [MattStephens@elpasoco.com](mailto:MattStephens@elpasoco.com)

*Matt Stephens*

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MATT STEPHENS, CPPB, PROCUREMENT SPECIALIST III



EL PASO COUNTY  
CONTRACTS AND PROCUREMENT DIVISION

CONTRACTOR'S QUALIFICATION STATEMENT  
FOR  
PAVEMENT CRACK SEALING PROJECT

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

(PRINT or TYPE)

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY STATE ZIP: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE NAME: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE TITLE: \_\_\_\_\_

**AUTHORIZED REPRESENTATIVE  
SIGNATURE (sign here):**

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

**1. TYPE OF BUSINESS**

CORPORATION  INDIVIDUAL   
PARTNERSHIP  JOINT VENTURE   
OTHER: \_\_\_\_\_

**2. TYPE OF LICENSE & LOCATION**

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

**3. CONTRACTOR CLASSIFICATION**

GENERAL CONTRACTOR  ELECTRICAL CONTRACTOR  
 PLUMBING CONTRACTOR  HVAC CONTRACTOR  
 ROOFING CONTRACTOR  ASBESTOS REMOVAL  
 OTHER (PLEASE SPECIFY): \_\_\_\_\_

**4. NUMBER OF YEARS IN BUSINESS:** \_\_\_\_\_

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

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

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

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

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

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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):

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11. BANK REFERENCE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT: \_\_\_\_\_ PHONE: \_\_\_\_\_

12. LIST THREE (3) SIMILAR PROJECTS (LOCAL OR STATE-WIDE) FROM LAST FIVE (5) YEARS. INCLUDE LOCATION OF PROJECT; CONTACT NAME, ADDRESS, PHONE NUMBER; SIZE OF PROJECT (CONTRACT AMOUNT):  
**NOTE: DETAILED INFORMATION ON THESE PROJECTS MAY ALSO BE REQUESTED IN THE IFB PACKAGE.**

1. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

1. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

1. \_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_

3. \_\_\_\_\_  
4. \_\_\_\_\_  
5. \_\_\_\_\_

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

1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_  
4. \_\_\_\_\_  
5. \_\_\_\_\_

**16. BONDING COMPANY AND AGENT:**

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

**17. SURETY (insurance) REFERENCE FOR LAST FIVE (5) YEARS:** \_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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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.)

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\*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 21-077**

**DUE DATE: June 2, 2021**

**EL PASO COUNTY  
CONTRACTS AND PROCUREMENT DIVISION**

**DECLARATION FORM  
FOR  
PAVEMENT CRACK SEALING PROJECT**

TO: EL PASO COUNTY  
COLORADO SPRINGS, CO  
SIR:

I have examined the specifications for the proposed work.

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

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

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

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

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

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

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

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

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

**RESPECTFULLY SUBMITTED:**

**AUTHORIZED SIGNATURE:**

**COMPANY NAME:**

**ADDRESS:**

**CITY/STATE/ZIP:**

**DATE:**

**PHONE:**

**ATTEST:**

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

EL PASO COUNTY  
CONTRACTS & PROCUREMENT DIVISION

NON-COLLUSION AFFIDAVIT  
PAVMENT CRACK SEALING PROJECT

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

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

1. Representative is the \_\_\_\_\_ (Owner, partner, officer, representative or agent) of (name of firm) \_\_\_\_\_ who is submitting the attached bid.
2. Representative is fully informed respecting the preparation and contents of the bid and of all pertinent circumstance respecting such bid;
3. Such information provided as a response to **IFB 21-077** 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: \_\_\_\_\_

EL PASO COUNTY  
CONTRACTS & PROCUREMENT DIVISION

STATEMENT OF ANTICIPATED SUBCONTRACTORS  
FOR  
PAVEMENT CRACK SEALING 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

\_\_\_\_\_