

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

COMMISSIONERS:  
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CAMI BREMER (VICE-CHAIR)

FINANCIAL SERVICES DEPARTMENT  
Contracts & Procurement Division

HOLLY WILLIAMS  
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FINANCIAL SERVICES DEPARTMENT  
TRACI GORMAN, CPPO, CPPB, CONTRACTS & PROCUREMENT DIVISION MANAGER

**INVITATION FOR BIDS**

**IFB NO.: 22-053**

Sealed bids for the **Construction of the Main Street & Security Boulevard and the Security/Widefield Boulevard & Fontaine Boulevard Intersection Improvements Projects** for the El Paso County Department of Public Works (Engineering Division) will be received **through Rocky Mountain E-Purchasing System, NO LATER THAN 1:00 PM (MST), May 25, 2022** at which time they will be publicly opened and read aloud. This project is being funded by El Paso County and Pikes Peak Region Transportation Authority (PPRTA). The Project is NOT subject to Davis-Bacon requirements and there is NO DBE goal.

A **VOLUNTARY PRE-BID CONFERENCE** will be held on **May 5, 2022 at 9:00 AM (MST)** at the Department of Public Works, Transportation Division Training Room West, 3275 Akers Drive, Colorado Springs, CO, 80922. 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.

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

Any questions regarding this bid should be submitted through Rocky Mountain E-Purchasing System **NO LATER THAN May 9, 2022 by 11:00 AM (MST)**.

**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.**

**PUBLICATION DATES:**

BidNet April 27, 2022



IFB NO.: 22-053

DUE DATE: May 25, 2022

EL PASO COUNTY  
CONTRACTS AND PROCUREMENT DIVISION

**RESPONSE CHECKLIST**

**FOR**

**CONSTRUCTION OF THE MAIN STREET & SECURITY BOULEVARD INTERSECTION  
AND SECURITY/WIDEFIELD BOULEVARD & FONTAINE BOULEVARD INTERSECTION  
IMPROVEMENTS 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**

<b>Bid Packages Submitted through Rocky Mountain E-Purchasing System</b>	
	Response Checklist
	Addendum(s) Acknowledgement (if applicable)
	Bid Form
	Bid Bond (5%)
	Work Plan and Schedule
	Specimen Copies of Insurance Certificates (See Insurance Checklist)
	Qualification Statement
	Declaration Form

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

**IFB NO.: 22- 053**

**DUE DATE: May 25, 2022**

**EL PASO COUNTY**  
**CONTRACTS AND PROCUREMENT DIVISION**  
**GENERAL SPECIFICATIONS**  
**FOR**  
**CONSTRUCTION OF THE MAIN STREET & SECURITY BOULEVARD INTERSECTION**  
**AND SECURITY/WIDEFIELD BOULEVARD & FONTAINE BOULEVARD INTERSECTION**  
**IMPROVEMENTS PROJECT**

El Paso County, Colorado is seeking bids from qualified, licensed, and experienced contractors to provide all labor, materials, and equipment necessary for the Construction of the Main Street & Security Boulevard Intersection (“Security Project”) and the Security/Widefield & Fontaine Boulevard Intersection Improvement Projects (“Fontaine Project”), which includes but is not limited to: the removal of existing traffic signals and associated equipment, installation of traffic signals and associated conduit and equipment, construction of new ADA compliant pedestrian facilities, and signing/pavement markings, per the attached specifications and drawings herein;

All of the construction will be within County right-of-way or within easements obtained by the County. The Project has El Paso County oversight. The Project is NOT subject to Davis-Bacon requirements and there is no DBE goal.

**IFB TIMETABLE**

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

IFB NOTICE ADVERTISED	April 27, 2022
PRE-BID CONFERENCE	9:00 AM, Thursday, May 5, 2022
FINAL IFB QUESTIONS DUE	11:00 AM, Monday, May 9, 2022
<b>BID DUE DATE</b>	<b>1:00 PM, Wednesday, May 25, 2022</b>
BID REVIEW	<i>Week of June 1, 2022</i>
<i>ESTIMATED NOTICE TO PROCEED</i>	<i>Mid-June 2022</i>

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

**I. GENERAL INFORMATION**

**A. SECURITY & MAIN BACKGROUND**

El Paso County proposes to construct intersection improvements at the Main Street and Security Boulevard intersection. This Intersection is currently a four-way intersection with two continuous lanes along Main Street and a single continuous lane along Security Boulevard. Dedicated left turns are on all four sides and Security has dedicated right turn lanes on the north and south sides of the intersection. To the northwest of the intersection is a Walgreens with an attached parking lot and landscaping with sprinklers. The property to the southwest of the intersection is a 7-11 gas station with private electric and landscaping bordering the ROW. The northeast corner of the intersection includes a 25'x25' sight easement and a coffee shop with a drive-thru bordering a large parking lot. Roll Up Food Truck is currently on the southeast corner, with private structures and signs that border the project's work extents.

The Project requires close collaboration and/or coordination with the affected utility companies during construction which include, but are not limited to: CenturyLink, Comcast, Colorado Springs Utilities (CSU), Black

Hills Energy, City of Fountain Electric Department, and Widefield Water and Sanitation District. Utility conflicts during construction are expected due to the age of the intersection and existing overhead lines, however no relocations are currently expected. Contractor is responsible for coordinating any necessary utility relocations to ensure that no delays or required rework occurs as a result of the utility relocations.

The intersection shall be open and 2-way traffic on all legs shall be maintained at all times unless otherwise approved by the Engineer. Access to the gas station shall be maintained at all times and close coordination with neighboring commercial and residential properties will be required to mitigate impacts to local traffic.

Construction Management (CM) services and materials testing for quality assurance will be provided by El Paso County or a contracted vendor on behalf of El Paso County.

### **Security & Main Permits**

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

- Construction Activity Permit (El Paso County Health Department)
- El Paso County Work in the Right-of-Way Permit

### **B. SECURITY/WIDEFIELD & FONTAINE BACKGROUND**

El Paso County proposes to construct intersection improvements at the Fontaine Boulevard and Security/Widefield Boulevard intersection. The intersection is currently a four-way intersection with single continuous lanes in all directions, dedicated right turn lanes on the north, east, and south of the intersection, and dedicated left turn lanes in all four directions. No ADA access currently exists to provide pedestrian movement throughout the intersection. A 3-foot-wide sidewalk exists on the northeast corner. Three properties, *A Good Mechanic*, *3 Margaritas*, and *Morning Glory Espresso*, directly border the proposed improvements partially within the County's right of way on the south side of the intersection. The properties have attached parking lots and private signage, with *3 Margaritas* having additional attached landscaping that includes trees and large shrubs. The northern extent of the intersection largely borders EPC property with no improvements, and all work within the northeastern extents shall fall within the existing 25'x25' sight/utility easement.

The Project requires close collaboration and/or coordination with the affected utility companies during construction which include, but are not limited to: CenturyLink, Comcast, Colorado Springs Utilities (CSU), Black Hills Energy, Fountain Electric, and Widefield Water and Sanitation District. Utility conflicts during construction are expected due to the age of the intersection and existing overhead lines, with three relocations planned and shown on the plans. The intersection is located approximately 200' east of the Burlington Northern (BNSF) joint railway line and existing features of the intersection have preemption technology and associated signal timings that must be maintained throughout construction. The Project shall not encroach into railroad right-of-way at any time, and any work conducted on or around the existing BNSF conduit shall only be done following coordination with BNSF through the contacts provided in the plans and specifications.

The intersection shall be open and 2-way traffic on all legs shall be maintained at all times unless otherwise approved by the Engineer. Access to all commercial properties along Widefield and Fontaine Boulevards shall be maintained at all times, and residential access shall not be infringed throughout the course of the Project. All traffic control implemented shall include coordination with the BNSF Railway, as per the specifications, to ensure proper signal preemption and clear times are maintained throughout the work. No changes, modifications, resets, or removals to BNSF timing or preemption technology, calculations, or setups shall be allowed without the Engineer's approval.

Acquisition of property is required adjacent to the Security/Widefield & Fontaine intersection to construct the proposed improvements. These required areas have been acquired by El Paso County in association with the project and their extents are shown on the plans. All work on the project must be contained within these extents and existing right of way.

### **Security/Widefield & Fontaine Permits**

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

- Construction Activity Permit (El Paso County Health Department)
- El Paso County Work in the Right-of-Way Permit
- Stormwater Construction Permit (CDPS-SCP)

### **C. COMMENCEMENT AND COMPLETION OF WORK**

This construction contract is a working day contract and construction for both sites shall be completed in **one hundred twenty-five (125) workable working days**. The Contractor is anticipated to receive Notice to Proceed (NTP) per the IFB Timetable. This NTP will allow the Contractor to begin acquisition of the traffic signal poles and other items with long acquisition timelines. The time count will begin when the Contractor mobilizes to at least one project site or as agreed upon between the Contractor and the County.

## **II. TECHNICAL REQUIREMENTS**

These bid specifications incorporate the documents entitled “STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION”, Colorado Department of Transportation, State of Colorado (2021), the “PIKES PEAK REGION ASPHALT PAVING SPECIFICATIONS” (version 5, March 20, 2019), the “EL PASO COUNTY ENGINEERING CRITERIA MANUAL” (Revised 12/13/2016, revision 6), and the “COLORADO SPRINGS CITY TRAFFIC SIGNAL INSTALLATION AND PARTS SPECIFICATIONS” (Revised 7/15/2020) as if physically attached and bound herein. The bid specification documents also incorporate the document entitled “COLORADO DEPARTMENT OF TRANSPORTATION, M&S STANDARDS PLANS LIST” (July 31, 2019, Revised on February 16, 2021), as if physically attached and bound herein.

Each Bidder/Contractor shall be responsible for procuring sufficient copies of the Colorado Department of Transportation “STANDARD SPECIFICATIONS”, the “COLORADO STANDARD PLANS-M&S STANDARDS”, the “EL PASO COUNTY ENGINEERING CRITERIA MANUAL”, and the “COLORADO SPRINGS CITY TRAFFIC SIGNAL AND PARTS SPECIFICATIONS” for use in proposing and construction of the Project.

The Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, 2021, controls construction of this Project. The special provisions supplement or modify the Standard Specifications and take precedence over the Standard Specifications and Construction Plans. When specifications or special provisions contain both English units and SI units, the {English} units apply and are the specification requirement. All methods of procedures, materials, control or work, materials, and basis of measurements not herein covered will comply with the Standard Specifications for Road and Bridge Construction, Department of Transportation, State of Colorado, 2019.

Asphalt materials and activities shall be in accordance with the “PIKES PEAK REGION ASPHALT PAVING SPECIFICATIONS”.

Installation activities around and near CSU electric lines shall reference the “COLORADO SPRINGS CITY TRAFFIC SIGNAL AND PARTS SPECIFICATIONS” and attached Project Special Provisions.

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

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

The “COLORADO SPRINGS CITY TRAFFIC SIGNAL AND PARTS SPECIFICATIONS” can be downloaded from: [https://coloradosprings.gov/sites/default/files/traffic\\_signal\\_specs\\_07-15-2020.pdf](https://coloradosprings.gov/sites/default/files/traffic_signal_specs_07-15-2020.pdf)

## A. PROJECT SPECIAL PROVISIONS

NOTE: This section is attached as a separate document.

## B. CDOT STANDARD SPECIAL PROVISIONS

NOTE: This section is attached as a separate document.

## C. CONTRACTOR RESPONSIBILITIES

1. **Licenses & Permits:** The Contractor must have or obtain all necessary licenses and permits before commencing the Work.
2. **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. A second meeting prior to mobilizing in the field should be expected.
3. **Legal Relations & Responsibility To The Public:** The Contractor shall keep fully informed of all Federal, State, and Local laws, ordinances, and regulations and all orders and decree of Bodies or tribunals having any jurisdiction or authority, which may in any manner affect those engaged or employed on the Work or which in any way affect the conduct of Work, or Contractor's ability to perform the Work. Contractor shall at all times observe and comply with such laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the County of El Paso, and their representatives, to include employees, agents, consultants, and subcontractors of each, against any claim or liability arising from or based on the violations of any such law, ordinance, regulations, order, or decree, whether by itself or its employees.
4. **Labor:** The Contractor shall conform to all the provisions of the Federal, State, and Local laws and regulations relating to labor.
5. **Construction Requirements:** After Work has started under a contract award, the Contractor shall maintain a sufficient work force, machinery, and materials, on site at all times to ensure a smooth progression of Work and a timely completion of the Project within the allotted time. Contractor shall be required to maintain rigid control of all materials, which must comply with the specifications as stated. Contractor shall assure that Work is not done, nor equipment parked, in areas outside the construction boundaries.
6. **Surveying:** All surveying/staking for the project will be provided by El Paso County. 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.
7. **Character of Workers, Methods, & Equipment:** The Contractor shall, at all times, employ sufficient labor and equipment to properly perform the Work per this solicitation. All workers shall have sufficient skill and experience to properly perform the Work assigned them. All equipment, which is proposed to be used on the Work, shall be of sufficient size and in such mechanical conditions as to meet the requirement of the Work. If in the opinion of the El Paso County Engineer, employees and/or a certain type of equipment are not producing the Work required by the contract, the Contractor shall discontinue the use of said employees and/or equipment, when notified in writing.

8. **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).
9. **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.
10. **Inspections: Quality control (QC), including but not limited to, materials testing is the Contractor's responsibility.** For bidding purposes, see attachment for estimated schedule of the minimum required testing and associated frequencies. Type of testing and/ or frequencies may change depending on field conditions and Contractor's means and methods but shall generally conform to CDOT's "2021 FIELD MATERIALS MANUAL" (revised 2/3/2021) unless otherwise specified. El Paso County or its consultant will provide Construction Management (CM) services and may conduct materials testing for quality assurance.
11. **Utilities:** Utility relocations during construction at the Fontaine site are expected. The Contractor shall coordinate all utility removals, resets, adjustments, or other work as necessary to construct the Project and maintain utility service with each affected utility company. The Work will require full cooperation between the Contractor and the utility companies.
12. **Traffic Control:** Portions of both Main Street & Security Boulevard and Fontaine Boulevard & Security/Widefield Boulevard 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 as outlined in the Project Special Provisions. The Contractor shall provide traffic control for all work within the project limits, including utility installations and relocations.
13. **Project Management:** The Contractor shall identify a project manager who will work directly for and support the County Project Manager in the management and administration of the project. The Contractor's project manager shall be responsive on a daily basis Monday through Friday throughout the project. The Contractor shall also identify an assistant project manager capable of filling in for the project manager in the event that the project manager is not available due to travel, illness, or other event that will be longer than one week in length. The County Project Manager will be the primary point of contact for the County, however daily coordination and communications shall occur between the Contractor and the Project Inspector.
14. **Public Relation Services:** The Contractor shall identify a Public Relations Manager (PRM) for this Project, conforming to the Revisions to Section 626 as identified in the Project Special Provisions, who will support the County in outreach and communications for the Project.

#### **D. UNACCEPTABLE AND UNAUTHORIZED WORK**

1. The Contractor shall be required to maintain rigid control of all materials which must comply with the specifications as stated. All materials not conforming to the requirements of the specifications at the time they are used shall be considered unacceptable.
2. Unacceptable work, whether the result of poor workmanship, use of unacceptable materials, or damage through carelessness or any other cause found to exist prior to the final acceptance of the Work, shall

be removed immediately by Contractor and replaced in an acceptable manner, at no additional cost to the County.

3. Upon failure on the part of the Contractor to comply with any order of the County 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.

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

1. Partial payment will be made no more frequently than once a month, for Work satisfactorily completed, and accepted by the County Engineer, as the Work progresses. Said payments will be based upon an invoice submitted by the Contractor, and if necessary, a written estimate prepared by the County's Inspector of the value of Work performed and materials furnished and placed in accordance with the contract. The invoice shall reference the appropriate Purchase Order number, a detailed description of the Work performed including location(s), quantities, unit prices and extended prices. The County shall retain 5% of the amount estimated as payable, exclusive of mobilization and payments for materials on hand, to a maximum of 5% of the original contract amount, until successful completion and acceptance by the County of the entire contracted Work. The County Project Manager will approve and process payment requests. Then the balance less all previous payments shall be paid after appropriate Notice of Final Payment has been published by the County Contracts & Procurement Division.
2. Prior to acceptance by the County of the Project as fully completed, the Contractor shall clean areas wherein the construction equipment was parked; shall clear all the areas within the rights of way of all unnatural rubbish, excess materials; and will leave these areas in a condition acceptable to the County.
3. Upon notice from the Contractor of presumptive completion of the entire contracted Work, the County Project Manager 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.
4. Final payment will be made after the Contractor has indicated in writing its acceptance of such final payment as full and complete, has released El Paso County from all claims arising from the prosecution of all Work under the contract, and after Notice of Final Payment has been published by the County Contracts & Procurement Division.
5. The County reserves the right to 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.
6. The Contractor shall be responsible for invoicing the County. Invoices shall not reference more than one contract or purchase order. Invoices may not be submitted more frequently than once a month, and payment is Net 30 after receipt of invoice and ALL required backup documentation. ***The Contractor shall submit all required forms with their invoice; the County will not approve invoices without the forms.*** The Contractor shall submit invoices which shall contain, at a minimum, the following detailed information:



- Contract #
- Issued Purchase Order #
- Invoice #
- Pay Request #
- Invoice date
- Timeframe covered by Invoice
- Type and amount of labor and materials used for Invoice time period
- Dollar amount in unit price, extended price, and total value of Invoice
- Invoice signed by Contractor
- Subcontractor payment verification form to be attached
- Updated master schedule (as applicable)

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

### **III. BID PROCESS REQUIREMENTS**

#### **A. PRE-BID CONFERENCE:**

A Pre-Bid Conference will be held Thursday, May 5, 2022 at 9:00 AM (MST) at the Department of Public Works, Transportation Division Training Room West, 3275 Akers Drive, Colorado Springs, CO, 80922. The conference attendee shall be an agent of the Bidder, familiar and involved in the Bidder's work and the bidding process. When attending the Pre-Bid Conference, the attendee should bring his/her business card.

#### **B. INQUIRIES:**

All questions shall be submitted through Rocky Mountain E-Purchasing System ([www.bidnetdirect.com](http://www.bidnetdirect.com)) by no later than Monday, May 9, 2022 at 11:00 AM (MST).

#### **C. BID REQUIREMENTS**

1. **Bidder Requirements:** The Bidder agrees that they will provide the materials and/or perform the Work herein under the terms and conditions set forth in the awarded Contract and/or Purchase Order; and shall furnish and be responsible for all the labor, materials, tools, equipment, transportation, insurance, notifications, permits, and all other services and facilities necessary, including all incidental work and appurtenances as may be reasonably implied and as described in the specifications and other contract documents. All costs incidental to these requirements will not be paid for separately, but shall be included in the Work, including any testing required to approve an alternate source of backfill. The Contractor shall be responsible to pay all costs for permits, licenses, fees, and insurance which may be required to perform the Work required, unless stated otherwise herein. Surcharges are not allowed.
2. **Bid Review:** Pursuant to Subsections 102.04 and 102.05, it is recommended that bidders on this Project review the Work site and Plan details. The Bidder certifies that it has examined the location of the proposed Work and is familiar with the drawings and the specifications and all contract documents related thereto, and the local conditions at the place where the Work is to be done. The Bidder has carefully checked all the quantities and understands that the County will not be responsible for any errors or omissions on the part of the Bidder in making this bid.
3. **Pricing:** For bidding purposes, if there is a conflict between the extended total of an item and the Unit Price, the Unit Price shall prevail. All costs incidental to these requirements 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.

**The following must be provided with your bid:**

4. **Bid Form:** Contractor shall use the Bid Form attached to this IFB. Other forms/formats will not be accepted.
5. **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.
6. **References:** Bidders must provide customer references on or with the Qualification Statement Form included in this IFB.
7. **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.
  - a. The similar projects should have been completed within the last five (5) years. Bidders are strongly encouraged to highlight projects of similar size and similar site conditions as this project and that included work performed identified in the list below:
    - i. Traffic signal removals, resets, and installations
    - ii. Asphalt mill & overlay work
    - iii. Concrete flatwork and curb ramp installations
  - b. Location of project
  - c. Description of overall project scope including size/cost
  - d. Describe services provided by Bidder and percentage of work provided by Bidder
  - e. Contact name, address, phone number and describe their association with the project
8. **Work Plan and Schedule:** Describe/show how the Bidder plans to schedule the Work by task, availability of materials, equipment & labor, etc. to maximize construction efficiency. Schedules shall include start date, key tasks, project milestones, phasing, completion date etc. and shall be as comprehensive as practicable. It is understood that the traffic signal poles will have a significant acquisition time and schedules shall reflect such; However, surface improvements can be completed during the acquisition time and schedules shall reflect such. Schedules submitted for this bid shall assume a Notice to Proceed per the IFB Timetable. The start date will be based on the actual Notice to Proceed and approved schedule.
9. **Key Personnel:** The Contractor shall provide the following information for, at a minimum, the Project Manager, Superintendent and Foreman(s):
  - a. List of Key Personnel with name, title and scope of their work for each applicable phase of construction (multiple people may be named for each position for bidding purposes)
  - b. Resume or similar information for each Key Personnel, including details on applicable or similar past projects.
10. **Insurance:** Bidders must submit specimen copies of certificates of insurance identified on the attached Insurance Checklist.

**11. Forms:** Bidders must completely fill out the 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. Bidders must have all licenses and certifications required to perform the Work requested herein in order to submit a bid. Failure to submit all information requested may result in the El Paso County Contracts & Procurement Division requiring prompt submission of missing information. Bid packages which are substantially incomplete or lack key information may be rejected by the Contracts & Procurement Division.

#### **D. BID SUBMISSION**

Bids must be submitted through Rocky Mountain E-Purchasing System no later than Wednesday, May 25<sup>th</sup> at 1:00 PM (MST).

Bids will be publicly opened and read aloud via Teleconference utilizing the call-in information below:

Participant-guest login:

1. Dial access number: 1-720-279-0026
2. Enter the participant-guest pass code: 514880#

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

#### **E. 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 PPRTA as 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.

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

The bidder must be deemed responsive, 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.

## **G. IFB REQUIREMENTS**

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

Bid packages must be received in duplicate form [one (1) original and one (1) complete copy], signed by an authorized representative of the bidder. The Bid Form is a separate document, in spreadsheet format. By submitting a bid, you represent that you have thoroughly examined and become familiar with the scope of services outlined in this IFB and are 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 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.

## **H. TERM OF CONTRACT**

**The term of the contract will be from Notice to Proceed through March 17<sup>th</sup>, 2023.**

## **I. EMERGENCY CANCELLATION OF CONTRACT / AGREEMENT**

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

the contract. Such Notice of Cancellation shall be processed through the County Procurement & Contracts Department.

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.

#### J. ATTACHMENTS

1. Bid Form
2. PPRTA Construction Contract
3. PPRTA General Conditions to the Contract
4. Instructions for Submitting Construction Bids
5. Construction Plans (Bid Set) – Security & Main
6. Construction Plans (Bid Set) – Security & Fontaine
7. Project Special Provisions and CDOT Standard Special Provisions
8. Subcontractor Monthly Payment Summary
9. Subcontractor Periodic Payment Confirmation
10. QC Materials Testing Frequency Schedule

Construction Plans, Project Special Provisions, and Standard Special Provisions are available online for download at the following link: <https://tinyurl.com/IFB-SecurityIntersections>

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

Any questions regarding this IFB should be directed to Becky Schaffstein, Contracts & Procurement Division by email to [beckyschaffstein@elpasoco.com](mailto:beckyschaffstein@elpasoco.com).

***Becky Schaffstein***

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BECKY SCHAFFSTEIN, CPPB

LEAD PROCUREMENT SPECIALIST

EL PASO COUNTY  
CONTRACTS AND PROCUREMENT DIVISION

CONTRACTOR'S QUALIFICATION STATEMENT  
FOR

CONSTRUCTION OF MAIN STREET & SECURITY BOULEVARD INTERSECTION IMPROVEMENT  
PROJECT AND SECURITY/WIDFIELD BOULEVARD & FONTAINE BOULEVARD INTERSECTION  
IMPROVEMENT 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:

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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):

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

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

EL PASO COUNTY  
CONTRACTS AND PROCUREMENT DIVISION  
DECLARATION FORM  
FOR

CONSTRUCTION OF THE MAIN STREET & SECURITY BOULEVARD INTERSECTION IMPROVEMENT PROJECT AND THE SECURITY/WIDEFIELD  
BOULEVARD & FONTAINE BOULEVARD INTERSECTION IMPROVEMENT PROJECT.

TO: EL PASO COUNTY  
COLORADO SPRINGS, CO

SIR:

I have examined the specifications for the proposed work. I understand and accept the proposition that the estimate of quantities is approximate only, that the quantities are subject to either be increased or decreased and therefore propose to perform any increase and/or decrease in quantities at the unit price named in the bid schedule. I agree that the Invitation for Bid, Instructions to Bidders, the General Specifications, any Addendums, Non-Collusion Affidavit, Bid Form and this Declaration Form shall be part of the Contract.

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

I hereby propose to furnish all labor, equipment, materials, and supplies and to sustain all the expenses incurred in doing the work hereinafter described and in accordance with the Plans and bid Specifications and under the direction and instructions of the County Engineer or his authorized assistant, for the prices shown in the bid schedule. I agree to protect all of my employees on this contract by enforcing adequate safety practices and providing Workman's Compensation insurance.

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

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

I hereby agree to conform to the specifications, which indicate procedures of commencing and completing the work or to bid by any changes thereof as may be designated in writing by the County Engineer and mutually agreed to. It is agreed that in case the Contract is awarded another, the Bid Bond, unless forfeited as stated above, will be returned to my firm designated below.

**RESPECTFULLY SUBMITTED:**

**AUTHORIZED SIGNATURE:**

**COMPANY NAME:** \_\_\_\_\_

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

**CITY/STATE/ZIP:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_

\_\_\_\_\_

**ATTEST:**

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

EL PASO COUNTY  
CONTRACTS & PROCUREMENT DIVISION

STATEMENT OF ANTICIPATED SUBCONTRACTORS  
FOR  
CONSTRUCTION OF THE MAIN STREET & SECURITY BOULEVARD INTERSECTION  
IMPROVEMENT PROJECT AND THE SECURITY/WIDEFIELD BOULEVARD & FONTAINE  
BOULEVARD INTERSECTION IMPROVEMENT 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

\_\_\_\_\_

