

EL PASO COUNTY

COLORADO

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

INVITATION FOR BIDS
IFB NO.: 22-086

Sealed bids for **2022 American Rescue Plan Act (ARPA) Road Resurfacing Project** for the El Paso County Department of Public Works (Engineering Division) will be received through Rocky Mountain E-Purchasing System until **Wednesday, June 22, 2022, AT 3:00 PM (MT)** at which time they will be publicly opened and read aloud. This project is American Rescue Plan Act (ARPA) funded.

This project is being funded by the following sources: American Rescue Plan Act (ARPA). The project is not subject to Davis-Bacon requirements and there is a DBE goal of 0% and OJT goal of 0%.

There will be a **VOLUNTARY PRE-BID CONFERENCE** held on **Wednesday, June 8, 2022 at 3:00 PM** at the Department of Public Works, Training Room West, 3275 Akers Drive, Colorado Springs, CO 80922. When attending the pre-bid conference, please bring your business card.

Questions need to be submitted no later than **Friday, June 10, 2022 at 3:00 PM (MT)**. Questions must be submitted through 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, Colorado in the amount of 5% of your bid total must accompany your bid. The successful Contractor will be required to furnish 100% Performance & Payment Bonds.

EL PASO COUNTY CONTRACTS & PROCUREMENT DIVISION WILL NOT BE HELD RESPONSIBLE FOR MISINFORMATION RECEIVED FROM PRIVATE PLAN HOLDERS. PLEASE USE OUR WEBSITE ONLY.

Any questions regarding this bid should be directed to Mark Abbotts, Procurement Specialist, email: markabbotts2@elpasoco.com or 719-520-6489.

BOARD OF COUNTY COMMISSIONERS
EL PASO COUNTY

/s/ TRACI GORMAN, CPPO, CPPB
CONTRACTS AND PROCUREMENT MANAGER

Release Date:
BidNet: May 25, 2022

EL PASO COUNTY
 CONTRACTS & PROCUREMENT DIVISION

RESPONSE CHECKLIST
For
2022 ARPA Road Resurfacing Project

***The following items must be submitted through Rocky Mountain E-Procurement Website.
 See Proposal Submission section for details.***

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 BID PACKAGE

	Response Checklist
	Addendum(s) Acknowledgement (if applicable)
	Qualification Statement
	Copies of General Liability Insurance and Workers Compensation Certificates
	Bid Bond (5%)
	Work Plan Narrative and Project Schedule
	Declaration Form
	Non-Collusion Affidavit
	Bid Form

PLEASE READ THE "INSTRUCTIONS FOR SUBMITTING PROPOSALS" INCLUDED IN THIS PACKAGE.

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

**EL PASO COUNTY
CONTRACTS & PROCUREMENT DIVISION**

**GENERAL SPECIFICATIONS
FOR
2022 American Rescue Plan Act (ARPA) Road Resurfacing Project**

BACKGROUND:

El Paso County identified a selection of roadways that required rehabilitation work. The County received American Rescue Plan Act funding and has allocated the funding for 2022. This IFB will award the work for the selected roadways.

OVERVIEW:

El Paso County is seeking bids from qualified, experienced contractors to provide all labor, materials, and equipment necessary for 2022 American Rescue Plan Act (ARPA) Road Resurfacing Project, per the attached and incorporated specifications and paving location lists. This project is funded through American Rescue Plan Act funds. The selected Contractor will be required to follow Federal ARPA guidelines; however, the Project is NOT subject to Davis-Bacon requirements and there is no DBE or OJT goal.

PROJECT GOALS:

El Paso County intends to award this bid to the lowest responsible and responsive bidder.

I. TECHNICAL REQUIREMENTS

A. PROJECT STANDARD SPECIFICATIONS

These bid specifications incorporate the document entitled *Pikes Peak Region Asphalt Paving Specifications*, Version 6 or most current edition, plus *Standard Specifications for Road and Bridge Construction*, Colorado Department of Transportation, State of Colorado, 2021 or most current edition (Standard Specifications), and the *El Paso County Engineering Criteria Manual* (Revised 10/14/2020), as if physically attached and bound herein. The bid specification documents also incorporate the document entitled *Standard Plans: M & S Standards*, Colorado Department of Transportation, 2019 or most current edition, 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 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 at the office of the Owner (Department of Public Works, 3275 Akers Road, Colorado Springs, CO 80922).

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*, Colorado 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, 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.
- 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 Department of Public Works, Engineering Division.
- 1.2.8 "Division of Highways, State of Colorado" shall mean El Paso County, Colorado.
- 1.2.9 "Engineer" shall mean the County Engineer, El Paso County, Colorado, or designated representative.
- 1.2.10 "Project Engineer" shall mean the County Engineer, El Paso County, Colorado or 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 designated 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. 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.

REVISION OF SECTION 108 LIQUIDATED INCENTIVE

Section 108 of the Standard Specifications is hereby revised for this project as follows:

108.09 Liquidated Incentive

This sub-section is deleted in its entirety.

B. PROJECT SPECIAL PROVISIONS

1. The Contractor will be responsible for coordination with utility companies. This coordination shall include, but not be limited to, discussions with utility companies regarding placing or removing rings to raise or lower the elevation of manholes or water valves as required to be no more than 1" below the new pavement elevation. If it is determined through coordination that a utility company wants the Contractor to install rings for the utilities, the Contractor shall continue coordination with the utility company so that the rings are obtained and ready for placement prior to placing asphalt. A Force Account will be used to pay for utility coordination services. The utility company will supply all necessary rings and the Contractor shall install all utility valve covers below the surface of the final pavement elevation but no more than 1" below pavement elevation. Installation of manhole rings or water valve rings will be paid for by the County at the contract unit price for each ring properly installed. Manhole covers or water valve rings or covers not properly installed prior to paving will not be paid for. Once a utility cover has been identified as improperly placed, the contractor shall remove items not meeting this specification, correctly install the item per this specification and patch road surface within 5 days of notification. Prior to reworking any utility covers, the Contractor shall obtain a Work in the Right-of-Way permit. A valid work in the right-of-way permit must be onsite while reworking the utility covers. 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. Pavement degradation costs for the Work in the Right-of-Way Permit will be calculated at a rate of \$10.00 per sq ft of asphalt affected by reworking. Other fees associated with

the Work in the Right-of-Way Permit are shown on the El Paso County website. Failure to obtain written authorization and a Work in the Right-of-Way permit prior to altering any utility cover will require the Contractor to obtain a Work in the Right-of-Way Permit which will include an investigative fee. After final pavement lift is installed, Contractor is responsible for all expenses associated with adjusting utility covers.

2. The Contractor shall be responsible for Removal of Asphalt Mat (Milling Full Width) by milling asphalt the full width and length of the entire roadway to a depth noted by the rehabilitation specified. Also, work shall include Removal of Asphalt Mat (Milling 0 to 12', Edge) by milling a twelve-foot (12') wide strip of asphalt along the curb and gutter, ranging in depth from the rehabilitation depth specified at the lip to zero inches (0") at the twelve-foot (12') point. If it is determined the milling operation removes all the asphalt, the Contractor shall immediately stop the milling operation and contact the County Engineer or designated representative. If the Contractor continues to mill the asphalt without contacting the County Engineer or designated representative, the Contractor will not be paid for Removal of Asphalt Mat for any subsequent milling at that location. After milling the roadway, the surface shall be overlaid as soon as possible, but shall not exceed 3 calendar days (see Note 1 below). The Contractor is allowed a variance on this duration ONLY with prior written approval from the County. Milling shall be bid separately by unit measure accepted in place.
3. Contractor shall be responsible for Removal of Asphalt Mat (Full Depth Milling) by milling and removing the entire pavement section to the necessary depth. Other removal techniques can be used after approval by the County Engineer or designated representative. After milling the roadway, the surface shall be overlaid as soon as possible, but shall not exceed 3 calendar days (see Note 1 below). The Contractor is allowed a variance on this duration ONLY with prior written approval from the County. Scarify, moisture condition, and compact the subgrade. Construct new pavements on the milled section to plans or *Engineering Criteria Manual* (ECM) standards. Disposal of the millings shall be the responsibility of the Contractor and shall not be paid for separately but included in the cost of the work. Milling shall be bid separately by unit measure accepted in place.

Note 1. Paragraphs B.2 and B.3 require paving to occur within three (3) calendar days of milling. If the paving does not occur within the 3 calendar days, Liquidated Damages will be assessed for each calendar day beyond the 3 calendar days. The Liquidated Damages will be deducted from the Full Width Milling line item on the current estimate. The Project Inspector will document any failure to pave within 3 calendar days to the Engineer. The time count will not include agreed upon weather days or pre-approved work plans. Liquidated Damages assessed will follow the schedule in CDOT Specification 108.09.

4. Contractor is responsible for application of CSS-1h tack coat as required. The tack coat shall be applied in accordance with the latest version of the *Pikes Peak Region Asphalt Paving Specifications*; however, the diluted emulsified asphalt shall be applied at a rate of 0.10 +/- 0.02 gallons per square yard. The pay quantity of emulsified asphalt shall be the number of diluted gallons. Material used in excess of coverage limit prescribed will not be measured or paid.
5. Contractor shall be responsible for application of a one-and-a-half inch (1.5"), two-inch (2"), or three-inch (3") APM Grading SX (With Fiber) overlay to the prepared surfaces. Thicker pavement sections may also be necessary for some roads, which may be directed by the County Engineer or designee. APM Grading SX shall be bid separately by unit measure accepted in place. Performance Graded Binder shall conform to the specifications of the most current version of the *Pikes Peak Region Asphalt Paving Specifications*, which shall either be PG 58-28 or PG 64-22, depending on the roadway traffic volumes and as denoted in this specification. High traffic roads are identified as those roads having higher than 2,500,000 ESALs for a 20-year design life. These roadways will be identified by EPC in the bid documents. Bidders shall provide pricing for both binders as called out in the bid form. Contractor shall provide to the County acceptable "Certification

of Compliance” of each applicable asphalt binder grade that will be used on the project. Binder grades other than those specified in this specification shall not be used unless the proposed binder and the mix design are approved by the County.

In addition, the APM (Grading SX) shall include reinforcement fiber strands with virgin aramids that meet the following requirements:

Property	Requirement
Nominal Specific Gravity	0.91 to 1.44
Length	1.50 inches

Only reinforcing fiber strands that are not detrimental to the pavement will be allowed. The Contractor shall store and maintain reinforcing fiber strands in accordance with the manufacturer’s recommendations and shall ensure that the fiber blend corresponds with the manufacturer’s recommendations for the APM materials being used on the project. The Contractor shall follow the manufacturer’s recommended procedures for placement of fiber strand reinforced warm or APM pavement.

Acceptable products are:

- ACE FIBERTM,
- FORTA-FI®, or
- An approved equivalent.

The Contractor shall ensure there is a manufacturer’s representative experienced in incorporating reinforcing fibers and placing fiber reinforced warm or APM present on the project when placement of the fiber reinforced mix begins. The manufacturer’s representative shall have past experience with fiber reinforced pavements on the basis of the support of at least three projects previously constructed in the United States.

This representative may be a representative of the fiber supplier, the asphalt mix designer, or a private consultant, able to provide sufficient documentation including applicable projects and experience. The representative’s name, qualifications, and previous experience shall be provided to the Engineer for approval at least 5 working days before the fiber reinforced paving operation begins. The representative shall remain on site for the first two days of placing fiber reinforced pavement, at a minimum, and until an acceptable production sequence is established. Any changes to the asphalt mix or fiber material beyond the allowed tolerances during production shall be disclosed by the representative and submitted in writing to the Engineer by the Contractor as a change in mix design.

The Contractor shall inject reinforcement fiber strands through the Recycled Asphalt Pavement collar, or prior to the addition of liquid asphalt cement, with a metered blower system. The Contractor shall ensure that reinforcement fiber strands are added at the specified rate per the mix design. The Contractor shall ensure that virgin aramid fibers are introduced at a minimum dosage rate of 2.1 ounces per ton of hot or warm mix asphalt pavement. If there is evidence of fiber balls at the discharge chute, the Contractor shall immediately adjust operations according to the manufacturer’s recommendation to correct the problem. The Contractor shall also remove all observed fiber balls during placement. The Engineer may require the Contractor to cease operations if fiber balls are present, until a correction plan has been submitted and approved. Any delays due to shutting down due to the presence of fiber balls shall be considered non-excusable and non-compensable.

The Contractor shall provide the County with documentation detailing total reinforcement fiber strands added to the warm or APM at the end of each day’s production. The documentation shall

include total reinforcement fiber strands added and the percentage of total reinforcing fibers that are virgin aramid fibers.

If the County determines that the APM with fiber is not beneficial to the project, the County may require the Contractor to cease production of the APM (Grading SX) and continue production with APM (Grading SX) without fiber. If this occurs, there shall be no additional compensation to the Contractor for the cost of deleting a portion or all of the APM (Grading SX) and the mix without fiber will be paid for at original contract unit prices for the mix and binder, with no adjustment made for the changed quantities. The County shall not eliminate the requirement for APM with fibers for the convenience of the Contractor.

Aramid fibers will be paid for separately. Fibers shall be paid for on a per pound of Fiber added basis.

6. Maximum RAP allowed for APM shall be twenty percent (20%). The APM Grading SX shall meet the specifications outlined in the most current version of the *Pikes Peak Region Asphalt Paving Specifications*. County will not accept any other grading, such as Grading S, without prior written authorization of the County Engineer.
7. Roadway approaches that are gravel will be paved with appropriate radius and shall extend fifty feet (50') back from the edge of mat.
8. The Contractor shall perform preparation work on areas needing more attention than milling and leveling. This entire item is identified as Asphalt Patching, and all work necessary to complete the patching and preparation work is incidental to the item. Preparation work shall include dig-out, placing class 6 aggregate base course, and patching with APM as directed by the County Engineer or designated representative. The repair work shall be performed in accordance with the most current version of the *Pikes Peak Region Asphalt Paving Specifications*. For estimating purposes, 6 inches of full-depth asphalt has been used. Areas requiring preparation work will be identified by the County Engineer or designated representative. It is the Contractor's responsibility to stay in close contact with the County Engineer or designated representative to determine the depth of excavation necessary for the preparation work. Asphalt used for preparation work will be paid for by the ton. Traffic control, tack oil used in asphalt, removal of existing asphalt, and removal of any existing subgrade shall be included in the cost of asphalt patching. Asphalt patching will be paid for when the patching area is less than 1,000SF and a paver is not used to complete the patches. If the area is greater than 1,000SF or a paver is used, this will be classified and paid for as paving. The contractor is responsible for the disposal of any excavated material or millings and will not be paid separately but will be included in the cost of the work. If a section or area of road marked as needing patching or deep strengthening by the County is paved prior to patching, the Contractor, at their expense, shall remove new asphalt, perform patching on the area previously identified as needing rework and repave the patch.
9. The Contractor shall perform wide crack repair where directed by the County. The repair shall be estimated two (2) feet in width and six (6) inches in depth, with the repair being made transversely to the direction of travel. All work necessary to complete the wide crack repair is incidental to the item. Tack oil, removal of existing asphalt, and removal of any existing subgrade shall be included in the cost of the item. Preparation work shall include dig-out, placing class 6 aggregate base course, and patching with APM as directed by the County Engineer or designated representative. The repair work shall be performed in accordance with the most current version of the *Pikes Peak Region Asphalt Paving Specifications*. Areas requiring preparation work will be identified by the County Engineer or designated representative. This item will be paid for by the ton of asphalt material used in the repair.
10. Shouldering shall be performed by the Contractor on rural roads that do not have curb and gutter. Shouldering will consist of removing all weeds prior to placing and compacting shouldering material.

The shouldering material will start at pavement level at the edge of asphalt and extend out four (4) feet to match the existing grade. Shouldering material shall conform to the specifications for Class 6 crushed concrete. Refer to AASHTO M147 section 5, note 4, regarding shouldering material. Liquid limit should have a maximum of 35 and plasticity index should be in the range of 4 to 9. Other suitable materials can be used for shouldering but must be approved by the County Engineer or designated representative prior to placement. The shouldering material shall be moisture conditioned to within 2 percent of optimum moisture content and compacted to at least 95 percent of the maximum dry density determined in accordance with AASHTO T 99. The material must be compacted with a roller that is approved by the County Engineer or his representative. After shouldering, all loose material shall be removed from the pavement surface.

Traffic control signs shall be placed at completion of the overlay and be kept in place until the shouldering work is complete. Traffic control for shouldering shall be included in the cost of shouldering.

Shouldering shall occur within three (3) calendar days of milling. If the shouldering does not occur within the 3 calendar days, Liquidated Damages will be assessed for each calendar day beyond the 3 calendar days. The Liquidated Damages will be deducted from the Shouldering line item on the current estimate. The Project Inspector will document any failure to pave within 3 calendar days to the Engineer. The time count will not include agreed upon weather days or pre-approved work plans. Liquidated Damages assessed will follow the schedule in CDOT Specification 108.09.

11. The Contractor shall be responsible for striping and installing pavement markings in accordance with CDOT's requirements, including "Recommended Pavement Marking Practices," Section 627 of *Standard Specifications for Road and Bridge Construction*, and Standard Plan No. S-627-1, revised February 16, 2021, of the M & S Standards. CDOT's "Recommended Pavement Marking Practices" can be found at:
<https://www.codot.gov/safety/traffic-safety/assets/documents/pavement-marking-practices>

Pavement marking details will not be provided to the Contractor, therefore the Contractor must submit a layout of the existing conditions to the County Engineer and receive approval of that layout, prior to the asphalt milling or asphalt overlay. After the asphalt overlay, striping and pavement markings shall conform to the latest version of CDOT's M & S Standards while maintaining the existing layout unless otherwise directed by the County Engineer. Once temporary striping, permanent striping or thermoplastics are placed on a road, no removing, reworking, or replacing the markings is authorized without prior written County approval. 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. Pavement degradation costs will be calculated at a rate of \$10.00 per sq ft of asphalt affected by pavement marking reworking. Other fees associated with the Work in the Right-of-Way Permit are shown on the El Paso County website. Failure to obtain written authorization and a Work in the Right-of-Way permit prior to altering any pavement markings will require the Contractor to obtain a Work in the Right-of-Way Permit which will include an investigative fee.

Water-based paint or modified epoxy-based paint shall be used for all striping. High volume and high-speed roads will receive the modified epoxy striping. Epoxy-based paint will be used where specified. Traffic control for striping shall be included in the cost of striping. The Contractor shall provide traffic control in accordance with the *Manual on Uniform Traffic Control Devices*.

Preformed thermoplastic pavement markings shall be used for all stop lines, crosswalk lines, words, and symbols. The preformed pavement markings shall comply with CDOT Standard Specifications. Traffic control for installation of pavement markings shall be included in the cost of pavement markings. The Contractor shall provide traffic control in accordance with the *Manual on Uniform Traffic Control Devices*. Preformed pavement markings must be installed within 7 calendar days

following completion of paving, or if shouldering is required, within 7 calendar days following completion of shouldering.

Prior to starting any fieldwork, a Method of Handling Traffic plan shall be submitted by the Contractor and approved by the County Engineer.

For public safety, it is desired to complete the striping as soon as possible after shouldering. However, it is our experience that the shouldering equipment can damage the edge striping if shouldering is done after striping. Therefore, if shouldering is required for a road, edge striping shall be installed after shouldering. Full-compliance markings for center/lane lines must be installed at the end of each workday for all non-residential roads. Permanent center/lane line striping is required after paving is complete. Temporary center lines on milled surfaces must be painted with a minimum 3" wide stripe. Glass beads are not required for temporary center lines. Interim edge lines and interim pavement stencils (SCHOOL, RR-xing, etc.) are not required. Temporary pavement striping will be paid for as a separate item. Contractor shall supply the County Engineer's representative with a daily report of permanent pavement marking, temporary pavement marking, and preformed thermoplastic pavement marking quantities. The report shall be submitted to the County within 24 hours of each day's striping or placement of preformed thermoplastic pavement markings to be considered for payment.

12. The Contractor shall attach a device to the screed of the paver to create a Beveled Edge that confines the material at the end gate and extrudes the asphalt material in such a way that results in a compacted wedge shape pavement edge of approximately 30 degrees (not steeper than 35 degrees). Maintain contact between the device and the road shoulder surface, and allow for automatic transition to crossroads, driveways, and obstructions. Use the device to constrain the asphalt head reducing the area by 10% to 15% increasing the density of the extruded profile. Do not use conventional single plate strike off.
13. The Contractor shall be required to apply leveling courses where designated by El Paso County. This work shall consist of machine application of an average depth of one inch (1.0") of APM Grading ST leveling course, as needed, on curb and guttered residential streets. Also, work shall include machine application of an APM Grading ST leveling course to establish the template, as needed, on non-curb and gutter roadways. Performance Graded Binder is required to meet the specifications in the most current version of the *Pikes Peak Region Asphalt Paving Specifications*. Maximum RAP allowed for APM shall be twenty percent (20%). The APM Grading ST shall meet the specifications outlined in the most current version of the *Pikes Peak Region Asphalt Paving Specifications*. APM Grading ST for leveling shall be bid separately by unit measure accepted in place.
14. Mobilization will be paid once for each project location.

C. GENERAL

1. **Bidders must use the Bid Form included with this IFB (Invitation for Bid) and provide a bid for all items. Only bidders providing a bid for all items, will be considered for award.** The basis of the bid award will be the "Total Project Base Price" noted on the Bid Form.
2. **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. Location of project
 - b. Description of overall project scope including size/cost
 - c. Describe services provided by Bidder and percentage of work provided by Bidder
 - d. Contact name, address, phone number and describe their association with the project

- e. *Specifically identify if the similar projects had Federal funding and what type of Federal funding.*
3. The construction contract is a working day contract and construction shall be completed in eighty (80) workable working days. If work items are removed prior to award of the contract, the County maintains the ability to reduce the workable working days by an appropriate amount for the work that was removed.
 4. Bidders must fill in accurately and completely all forms included herein and may attach additional pages if more space is needed. Bidders must provide customer references on or with the qualification statement form included in this bid. These forms shall serve the purpose of determining whether a bidder is responsive, responsible, and able to perform the work required in the time frame allowed. Bidders must have all licenses and certifications required to perform the work requested herein to submit a bid.
 5. 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.
 6. It is not the intent of these specifications to cover each detail. Any problems that may arise must be promptly reported to the County and 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 quantities, specifications, locations, and all contract documents, 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. All work performed shall meet all federal, state and local regulations and codes.
 7. 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 testing. Contractor shall be responsible to pay all costs for permits, licenses, fees, and insurance which may be required to perform the work required. Surcharges are not allowed.
 8. **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.
 9. El Paso County will work with the selected Contractor to determine the order in which the roads will be paved. **The successful 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 successful vendor, there may be opportunities for flexibility, depending on weather or other issues. The successful vendor must stay in close communication with the County representative in order to maximize the potential for flexibility. The successful vendor 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 successful bidder, after contract

award, and before work commences. If Contractor stops work without prior written County approval, Contractor will be responsible for remobilization cost. Even if the County Engineer or representative approves Contractor's request to stop work, the remobilization will still be at the Contractor's cost. However, if the County directs the Contractor to stop work, remobilization will be at the County's cost.

10. If the County Engineer or designated representative requests work in an area that would require an additional mobilization or 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.
11. The County's normal workweek is currently Monday through Friday. Work will NOT be allowed on weekends or County holidays, unless approved by a representative of the County Engineer. Per CDOT specs Section 108.08(a) if weather or other conditions not under the Contractor's control do not permit work, contract time will not be assessed.

El Paso County Holidays:	New Year's Day
	Martin Luther King Jr. Day
	Presidents' Day
	Memorial Day
	Independence Day
	Labor Day
	Veterans' Day
	Thanksgiving Day
	Day after Thanksgiving
	Christmas Eve Day
	Christmas Day

12. **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. 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. The El Paso County Engineer will determine the actual starting date, which will not occur before award of a contract.
13. The starting date of this project is anticipated to be **Mid July, 2022**. This is a tentative date. The El Paso County Engineer or designee will determine the actual starting date, which will not occur before award of a contract. The El Paso County Contracts & Procurement Division will issue the Notice to Proceed.
14. 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.
15. **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.
16. **Surveying:** Surveying shall be included in the cost of the work and will not be paid for separately.

17. **Inspections:** El Paso County will provide quality assurance inspection. Quality control is the contractor's responsibility.
18. **Warranty:** Contractor must verify all dimensions, measurements, and amounts, and ensure safety and security of the work. The successful 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.
19. **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%) and maintain bid prices. If quantities are increased or decreased by more than 25%, CDOT spec 104.02.C will be followed.
20. **Extra Work:** Per CDOT Spec 104.03, 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.

D. CONTRACTOR RESPONSIBILITIES

1. **Schedule:** Weekly, the selected contractor must submit a revised two-week "look ahead" schedule for approval. Changes to pre-approved schedules require a 24-hour notice to County inspector. Contractor shall submit a revised monthly overall schedule prior to monthly progress payments.
2. **Weekly Project Meeting:** The Contractor shall attend weekly project meetings to discuss time count, schedule, and any other issues necessary. If County decides a weekly meeting is not necessary, the weekly project meetings may at County's sole discretion be changed to bi-weekly (every other week).
3. **Project Shut Down:** The County will follow CDOT Spec 105.01 in the event a project shut down is determined to be required. In addition, the project may be shut down by the County inspector as a result of the following conditions/issues observed:
 - a. Contractor is performing work without authorization (unscheduled work)
 - b. No superintendent or authorized Contractor representative present onsite
 - c. Work product inspected determined to be out of the criteria as defined in Section 1.004.N.4.a of the Pikes Peak Regional Asphalt Paving Specifications
 - d. Work process or operations, (i.e., Traffic control not per approved MHT) determined to be out of specification
 - e. Lack of adequate work crew onsite to carry on work
 - f. Lack of adequate equipment onsite to carry on work
 - g. Any unsafe conditions

In the event of project shut down, the County contract representative shall notify the contractor in writing regarding the reason for stopping the work, identify any corrective action required by the contractor, and other conditions required by the County that must be met by contractor prior to providing authorization for continuing work. If it is necessary for the inspector to shut down the project, the contractor will be assessed damages in accordance with the "Seventy-Two (72) Hour

Notification" section of these specifications as if the contractor had not provided 72-hour notification.

4. **Superintendent:** A qualified representative of the prime contractor with decision making authority shall be onsite at all times during any and all operations pertaining to the work, including striping. The representative shall meet weekly with the County inspector at a time set in the pre-construction meeting. The weekly meeting with the County inspector shall address project concerns, elapsed time, remaining time, and the schedule. The Representative shall sign the weekly time count sheet during that meeting. If the meeting is not held during the pre-scheduled time, an alternate meeting time will be set for that week. An alternate representative of equivalent qualifications shall be specified at the pre-construction meeting who will substitute for the representative in the event that he must leave the job site for any reason. The representative and the alternate representative will receive instructions from the Engineer and shall be authorized to act for the Contractor on the project and to execute orders or directions of the Engineer without delay.
5. **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 overlays. Notification shall be sent to the neighborhood at least seven (7) days before starting any construction work but not more than thirty (30) days before starting any construction work in that neighborhood. The notification will include the extents of the overlay 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. It is the Contractor's responsibility to take the steps necessary to move or remove vehicles or other items interfering with the pavement process.
6. **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 separate pay item and shall be covered under various bid items in the bid form.
7. **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 or designee. The Contractor shall be required to maintain rigid control of all materials, which must comply with the specifications as stated.
8. **Labor:** The Contractor shall conform to all the provisions of the Federal, State, and Local laws and regulations relating to labor. Article XXII, Paragraph 22.12 of the General Conditions to the Construction Contract does not apply to federally funded projects.
9. **Character of Workers, Methods, and Equipment:** The Contractor shall at all times employ sufficient labor and equipment to properly perform the work per this bid. 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 or designee, 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.

10. **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).
11. **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, paving, milling, graveling, and shouldering. The sanitary facility will not be a pay item but will be incidental to the work and shall be taken into consideration in its bid.
12. **Traffic Control:** The Contractor will furnish all materials and labor, including construction signing and flagging, while working in the R.O.W. and shall submit a Method of Handling Traffic (MHT) plan for approval. Contractor shall provide all traffic control in accordance with the *Manual on Uniform Traffic Control Devices*. The MHT plan must be submitted to the County for review, a minimum of two (2) week prior to start of any work. Changes to pre-approved MHT's require written approval from County Engineer or Representative. Any MHT requesting a detour, for a full road closure or lane closure, shall be approved by the County Engineer and shall be submitted at least two (2) weeks prior to beginning work to allow for County review and citizen notification. Unapproved road closures or other variations from a pre-approved MHT (this would be work that has not been previously approved in the project MHT) will result in the need for a Work in the Right-of-Way Permit and additional fees being assessed (Investigative Fee, fees for detour, etc.). In addition to the Work in the Right-of-Way Permit fee as described above, any unapproved road closures will result in an additional fee of \$2000 for closing roads with two traffic lanes or \$3000 for roads with three or more traffic lanes. A road closure is defined as removal or suspension of traffic from using a section of road or intersection for more than 20 minutes.

The Contractor shall post a minimum of two (2) signs at least four feet tall by four feet wide made of 3/4-inch exterior grade plywood at each project location and as approved by the Engineer. The contractor shall maintain the signs in good condition for the duration of the construction period. The sign shall include the Project Title, the County's color logo, and a project description. All content is available electronically through County Staff by request. A draft of the sign shall be submitted to the Engineer for approval prior to the fabrication and posting of the sign. The signage will not be a pay item but will be incidental to the work and shall be taken into consideration in the bid.

13. **Utilities:** The Contractor, prior to commencing work on this project, shall inform the owners of utilities in the overlay areas 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.

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 described in these plans and specifications will require full cooperation between the Contractor and the utility companies in accordance with Subsection 105.10 in conducting their respective operations, so the utility work can be completed with minimum delay to all parties concerned. Also, in accordance with the plans and specifications, and as directed by the County Engineer, the Contractor shall keep the utility company(s) advised of any work being done to their facility, so that the utility company(s) can coordinate their inspections for final acceptance of the work with the County Engineer or designee. No extension of the Contract Time of Performance or additional compensation will be allowed for delays resulting from the Contractor's failure to coordinate with any utility in a timely manner.

14. **Load Restrictions & Truck Routes:** Haul routes must be planned, prior to bidding, observing load limits on bridges or roadways, existing roadway conditions, and Federal, State and local governmental regulations regarding truck traffic and truck routes. The Contractor shall comply with all legal load restrictions in hauling of materials on public roads. Permits as required must be obtained by the Contractor at its cost. Permits 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 El Paso County Engineer. The Contractor shall be responsible for all damage done by his hauling equipment. Contractor and 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.
15. **Legal Relations and Responsibility to the Public:** The Contractor shall keep fully informed of all Federal, State and local laws, ordinances, and regulations and all orders and decrees 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 Federal, State and local 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.
16. **EEO-1 Survey:** An EEO-1 Report shall be submitted to the Joint Reporting Committee if the contractor and subcontractors meet the eligibility requirements (29CFR 1602.7). For additional information regarding these federal requirements, please refer to:
<https://www.eeoc.gov/employers/eeo1survey/faq.cfm>

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 or designee. 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.

G. DUTIES OF THE INSPECTOR:

1. The Inspectors of the El Paso County Department of Public Works, 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 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.

I. DEFAULT AND TERMINATION OF CONTRACT NOTICE

1. If the Contractor:
 - a. Fails to begin the work under the contract within the time specified in the "Notice to Proceed," or
 - b. Fails to perform the work with sufficient workmen and equipment or with sufficient materials to assure the prompt completion of said work or
 - c. Performs the work unsuitably or neglects or refuses to remove or perform anew such work as may be rejected as unacceptable and unsuitable, or
 - d. Discontinues the prosecution of the work, or
 - e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or

- f. Become insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency, or
 - g. Allows any final judgment to stand against him unsatisfied for a period of 10 days, or
 - 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 Engineer or designee will give notice in writing to the Contractor and their 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 eighty (80) 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. If work items are removed prior to award of the contract, the County maintains the ability to reduce the workable working days by an appropriate amount for the work that was removed.
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.
3. For each calendar day that any work shall remain uncompleted for each road/task or after the end of the working day 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 road/task, is established in Section 108.09 of the *Standard Specifications for Road and Bridge Construction*, Colorado Department of Transportation, State of Colorado, current 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 or designee, 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. For billable materials or activities to be considered for payment the Contractor shall submit required documentation to justify payment within 24 hours of the installation

of the material or billable activity. Variance from this schedule must be submitted in writing for approval by the County Engineer or their representative in writing prior to delivery of the material or billable activity.

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 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.

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).

L. ATTACHMENTS (are considered a part of project specifications and requirements):

- a. RESPONSE CHECKLIST (completed **and signed** by authorized representative).
- b. All items on the Response Checklist.
- c. Addendum(s) Acknowledged/signed (if applicable).
- d. Provide evidence of vendor's financial stability, on or with the Qualification Statement.
- e. Summary of vendor's background & experience, including references (3 minimum), on or with Qualification Statement.
- f. List of other projects and firm's availability to complete this project in the County's noted timeframe, on or with Qualification Statement.
- g. References, 3 minimum (on or with Qualification Statement).
- h. Schedule (on or with Qualification Statement).
- i. Bid Form (completed and signed by authorized representative).

II. **BID PROCESS REQUIREMENTS**

- A. **QUESTIONS:** All questions for this IFB must be submitted through Rocky Mountain E-Purchasing System no later than **Friday, June 10, 2022 at 3:00 PM**. All contact regarding this IFB shall be to Mark Abbotts, Procurement Specialist, Contracts & Procurement Division, (719) 520-6489, e-mail: markabbotts2@elpasoco.com.
- B. There will be a **VOLUNTARY PRE-BID CONFERENCE held on Wednesday, June 8, 2022 at 3:00 PM at the Department of Public Works, Training Room (West), 3275 Akers Drive, Colorado Springs, CO 80922**. When attending the pre-bid conference, please bring your business card. The conference attendee shall be an agent of the bidder, familiar and involved in the bidder's work and the bidding process.
- C. **BID SUBMISSION:** Bids must be submitted no later than **3:00 PM (MST), Wednesday, June 22, 2022**, via Rocky Mountain E-Purchasing System. 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 22-086 will take place VIA TELECONFERENCE utilizing the call-in information below:

Participant-guest login:

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

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

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

The Bidder is prohibited from submitting multiple bids in a different form (i.e., as a prime contractor and as a 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.

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.

The County intends to award a contract to the lowest responsible and responsive bidder for each project, which shall be based on the TOTAL BID provided for each respective project. Each

bidder will provide pricing for scope of work listed on the roads in the bid forms for both project 1 and project 2. A bidder may elect to only bid one project and is not required to bid on both projects.

It is the intention for all work quantities identified in the Bids Form and the streets identified on the project map to be completed; however, bidders shall be aware that funding is fixed for this project. The County reserves the right to delete or reduce any one or number of bid quantities or schedules by deleting project work as required. Unit Pricing shall be all and include all costs associated with each individual project area and line item.

Bid prices shall be based on overall quantities and not on individual roadways.

- E. **INSURANCE REQUIREMENTS:** For bid purposes, bidders must submit copies of certificates of insurance for general liability and workers' compensation, as referenced on the Response Checklist. The successful 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 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 successful bidder shall provide this proof of insurance within ten (10 days of Notice of Award).**
- 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, or to cancel all or part of this IFB. Any contract awarded between the County and the successful bidder may consist of a Construction Contract, this IFB and any addendums, the submitted bid, the resulting Purchase Order, and original certificates of insurance. 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.
- G. **TERM OF CONTRACT:** The initial term of the contract will be from date of award through May 31, 2023. All pricing shall be held firm-fixed for the contract term.
- H. **IFB REQUIREMENTS:** It is not the intent of these specifications to cover 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.

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.

THE FOLLOWING INFORMATION MUST BE PROVIDED ON OR WITH THE BID FORM INCLUDED IN THIS IFB:

- j. RESPONSE CHECKLIST (completed **and signed** by authorized representative).
 - k. All items on the Response Checklist.
 - l. Addendum(s) Acknowledged/signed (if applicable).
 - m. Provide evidence of vendor's financial stability, on or with the Qualification Statement.
 - n. Summary of vendor's background & experience, including references (3 minimum), on or with Qualification Statement.
 - o. List of other projects and firm's availability to complete this project in the County's noted timeframe, on or with Qualification Statement.
 - p. Schedule (on or with Qualification Statement).
 - q. Bid Form (completed and signed by authorized representative).
- I. OTHER DOCUMENTS INCLUDED FOR REVIEW:**
- 1. Location list: locations, including approximate dimensions & quantities.
 - 2. ARPA Funding Road Resurfacing Project bid form
 - 3. APM Mixture Design Requirements (for SX, ST, and S mix) per the *Pikes Peak Region Asphalt Paving Specifications*.
 - 4. Dimensions (drawings) for the narrow arrow and narrow "ONLY" (attached)
 - 5. *Pikes Peak Region Asphalt Paving Specifications* (not included, but available at the following web address: <https://assets-publicworks.elpasoco.com/wp-content/uploads/Documents/Pikes-Peak-Region-Asphalt-Paving-Specs-Version-6-March-2022.pdf>)
 - 6. Construction Contract
 - 7. General Conditions to the Contract
 - 8. Federal Requirements
 - 9. Insurance Checklist

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.

Any questions regarding the contents of this IFB should be directed to Mark Abbotts, Procurement Specialist, at 719-520-6489, or email at markabbotts2@elpasoco.com



MARK ABBOTTS, PROCUREMENT SPECIALIST



EL PASO COUNTY

COLORADO

COMMISSIONERS:
 STAN VANDERWERF (CHAIR)
 CAMI BREMER (VICE-CHAIR)

HOLLY WILLIAMS
 CARRIE GEITNER
 LONGINOS GONZALEZ, JR.

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

IFB NO.: 22-086

DATE: June 22, 2022

EL PASO COUNTY
CONTRACTS & PROCUREMENT DIVISION

CONTRACTOR'S QUALIFICATION STATEMENT for
2022 American Rescue Plan Act (ARPA) Road Resurfacing 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) or Request for Proposals (RFP). Please complete this form in its entirety and submit it along with the other required bid documents. If there is not enough room on the form to answer the questions, attach additional pages if necessary.

If additional information is provided on a separate sheet for any of these items, clearly specify where it can be located in your submittal package.

(PRINT or TYPE)

FIRM NAME: _____

ADDRESS: _____

CITY STATE ZIP: _____

PHONE: _____ FAX: _____ Email: _____

AUTHORIZED REPRESENTATIVE NAME: _____

AUTHORIZED REPRESENTATIVE TITLE: _____

AUTHORIZED REPRESENTATIVE SIGNATURE (sign here):

1. TYPE OF BUSINESS

Corporation Individual
 Partnership Joint Venture
 Other: _____

2. TYPE OF LICENSE & LOCATION

3. CONTRACTOR CLASSIFICATION

<input type="checkbox"/> General Contractor	<input type="checkbox"/> Electrical Contractor
<input type="checkbox"/> Plumbing Contractor	<input type="checkbox"/> HVAC Contractor
<input type="checkbox"/> Roofing Contractor	<input type="checkbox"/> Asbestos Removal
<input type="checkbox"/> Other (Please Specify): _____	

4. NUMBER OF YEARS IN BUSINESS: _____

5. On a separate sheet provide a brief history of your firm, staff size and experience, include a resume for the project manager and each key personnel assigned to this project.

6. What other name(s) has your company operated under:

7. Have you or your firm ever failed to complete any work awarded to you?

NO YES IF "YES", EXPLAIN:

8. Has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a construction contract within the last five (5) years?
NO YES IF "YES", EXPLAIN:

9. Has your firm or any partners or officers ever been involved in any bankruptcy action?
NO YES IF "YES", EXPLAIN:

10. Are you presently involved in any litigation with an owner or other government agency?
NO YES IF "YES", EXPLAIN type, kind, plaintiff, defendant, etc. and state the current status (attach pages if necessary):

11. List three (3) similar projects (local or state-wide) from last five (5) years: (include location of project; contact name, address, phone number; size of project (contract \$ amount):
(NOTE: Detailed information on these projects may also be requested in the solicitation package.)

- 1.

- 2.

- 3.

12. List current similar projects (local or state-wide) under contract: (include location of project, contact name, address, telephone number, size of project (contract \$ amount).
(NOTE: detailed information on these projects may also be requested in the solicitation package.)

- 1.

- 2.

- 3.

13. BANK REFERENCE:

Address:

Contact Name:

 Phone:

14. BONDING COMPANY AND AGENT:
Company Name:

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

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

Company Name: _____
 Agent Name: _____ Phone: _____

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

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

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

Location of Work	Character of Work	Total \$ Amount	% Complete	Date Completed

3. The proposed work has been inspected by the Bidder's representative (list name and title): _____ as follows:

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

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

Equipment (fully describe: size, condition, years of service, etc.):	Located At:	Date Available:

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

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

8. List of Material Suppliers to be used for this project: (include name, address, phone number, type of material):

9. I/We expect to sublet the following items*:

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

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

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

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

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

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

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

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

EL PASO COUNTY

COLORADO

COMMISSIONERS:
STAN VANDERWERF (CHAIR)
CAMI BREMER (VICE-CHAIR)

HOLLY WILLIAMS
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LONGINOS GONZALEZ, JR.

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

**EL PASO COUNTY
CONTRACTS & PROCUREMENT DIVISION
DECLARATION FORM
for 2022 American Rescue Plan Act (ARPA) Road Resurfacing Project**

TO: EL PASO COUNTY
COLORADO SPRINGS, CO

I have examined the specifications for the proposed work.

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

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

If my bid is accepted, I will furnish a Performance Bond and labor and material Payment Bond in a form acceptable to the Contracts and 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 Contracts & 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 abide 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 to another, the Bid Bond, unless forfeited as stated above, will be returned to my firm designated below.

RESPECTFULLY SUBMITTED:

AUTHORIZED SIGNATURE:

COMPANY NAME:

ADDRESS:

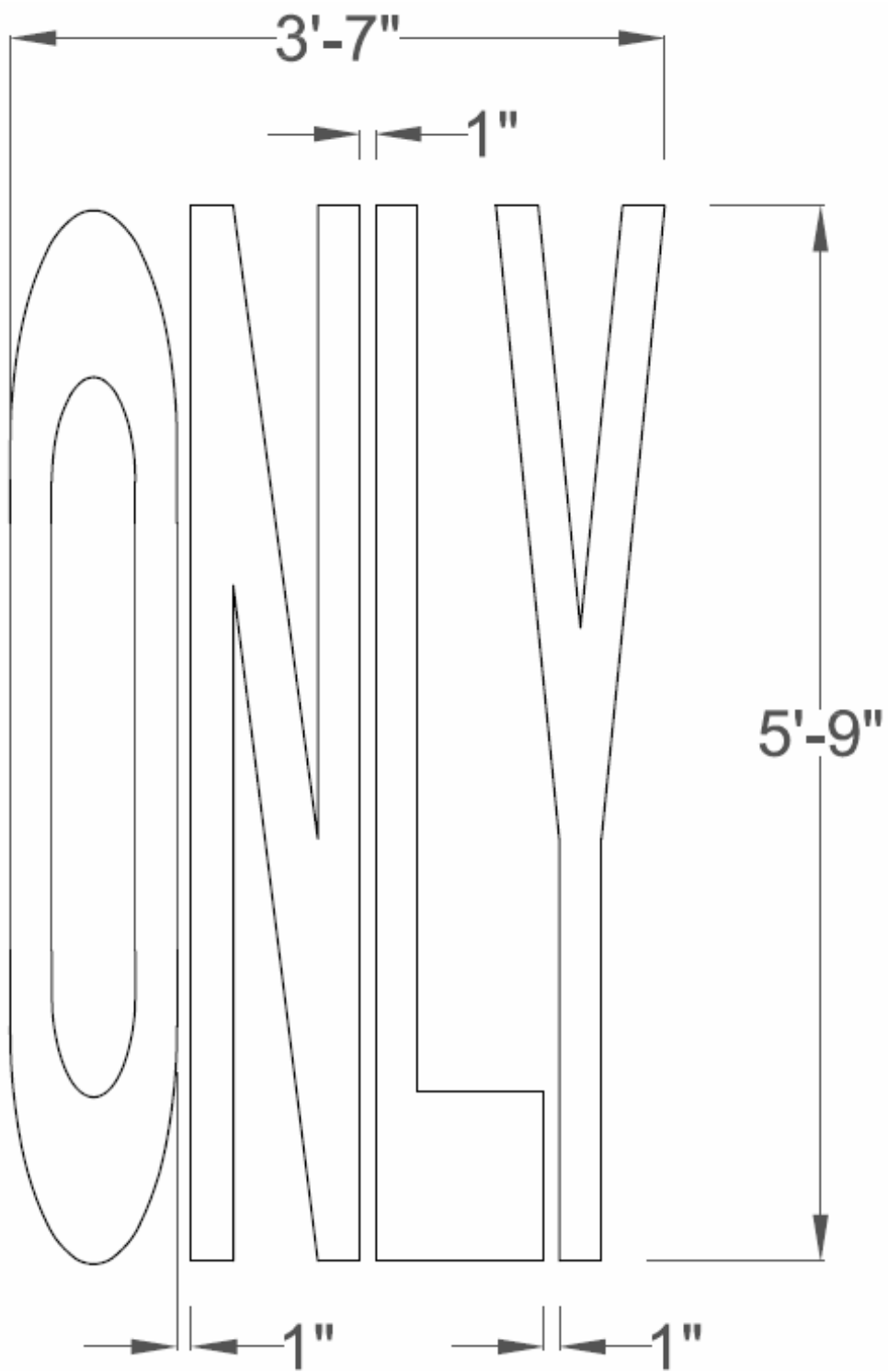
CITY/STATE/ZIP:

DATE:

PHONE:

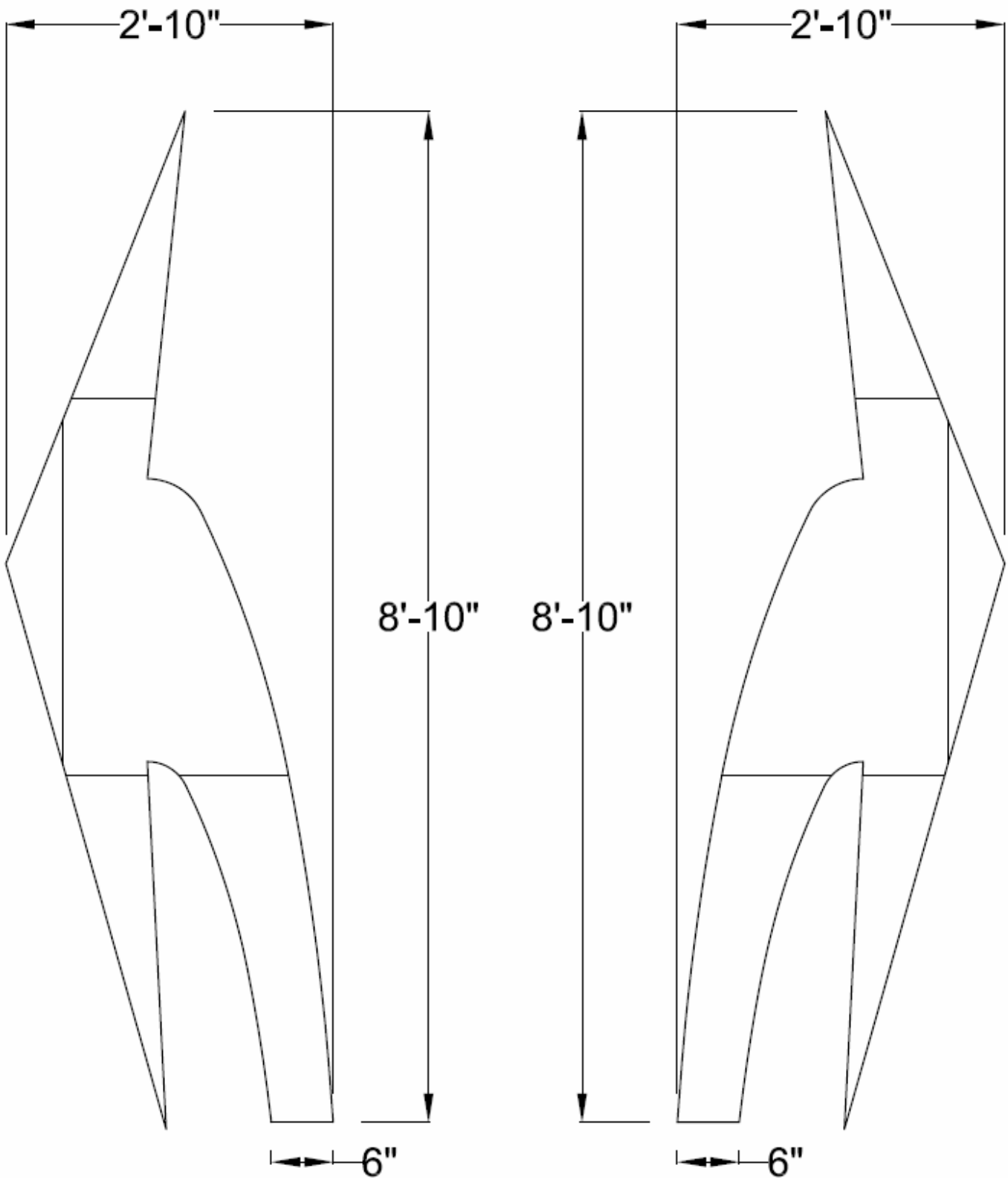
ATTEST: _____

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.



Designated Payment Area - 9.0 SQ. FT.

FIGURE 1 – PAVEMENT MARKING DETAIL FOR NARROW “ONLY”



Designated Payment Area - 10.0 SQ. FT.

FIGURE 2 – PAVEMENT MARKING DETAIL FOR NARROW ARROWS