

EL PASO  **COUNTY**
COLORADO

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

REQUEST FOR PROPOSALS
RFP NO.: 22-054

Sealed proposals for **Construction Management and Inspection Activities for the Main St & Security Blvd and Security/Widefield Blvd & Fontaine Blvd 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 **2:00 PM (MST), May 25, 2022**. The CM services for these projects is being funded through Pikes Peak Rural Transportation Authority (PPRTA). There is no DBE goal for these services.

A VOLUNTARY **PRE-PROPOSAL CONFERENCE** will be held at **9:00 AM (MST), May 9, 2022** 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 meeting, please bring your business card.

All questions regarding this request for proposal should be submitted through Rocky Mountain E-Purchasing System no later than **Wednesday, May 11, 2022 by 11:00 AM (MST)**.

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

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

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

PUBLICATION DATES:

BidNet
April 27, 2022

15 E. VERMIJO STREET
OFFICE: (719) 520-6390



COLORADO SPRINGS, CO 80903
FAX: (719) 520-6730

RFP NO.: 22-054

Due Date: May 25, 2022

**EL PASO COUNTY
CONTRACTS & PROCUREMENT DIVISION**

RESPONSE CHECKLIST

**CONSTRUCTION MANAGEMENT and INSPECTION ACTIVITIES
FOR
MAIN STREET & SECURITY BOULEVARD and SECURITY/WIDFIELD BOULEVARD & FONTAINE
BOULEVARD INTERSECTION IMPROVEMENTS PROJECTS**

The proposer’s attention is especially called to the items listed below, which must be submitted in full as part of the proposal. Failure to submit any of the documents listed below as a part of your proposal, or failure to acknowledge any addendum in writing with your proposal, or submitting a proposal on any condition, limitation, or provision not officially invited in this Request for Proposal (RFP) may be cause for rejection of the proposal.

Proposer shall check each box indicating compliance.

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PROPOSAL PACKAGE

Proposals Must Be Submitted Through Rocky Mountain E-Purchasing System	
	Response Checklist
	Addendum(s) Acknowledgement (if any)
	Qualification Statement
	Specimen copies of requested Insurance Certificate(s)
	Project Plan
	Exceptions to contract documents (if any)
	Non-Collusion Affidavit
	Fee Proposal (in a separate envelope)

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

COMPANY NAME	PHONE NUMBER
STREET ADDRESS	FAX
CITY, STATE, ZIP	EMAIL
AUTHORIZED REPRESENTATIVE NAME (PRINT)	TITLE

**EL PASO COUNTY
CONTRACTS & PROCUREMENT DIVISION**

GENERAL SPECIFICATIONS

**CONSTRUCTION MANAGEMENT AND PUBLIC RELATIONS SERVICES
FOR
MAIN STREET & SECURITY BOULEVARD and SECURITY/WIDEFIELD BOULEVARD & FONTAINE
BOULEVARD INTERSECTION IMPROVEMENTS PROJECTS**

El Paso County Department of Public Works (County) is seeking proposals from qualified, experienced professional engineering firms to provide Construction Management, Inspection, and Materials Testing for the Main St & Security Blvd and Security/Widefield Blvd & Fontaine Blvd Intersection Improvements (Projects). The services described in this RFP are being funded through Pikes Peak Rural Transportation Authority (PPRTA).

The County of El Paso, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises (DBE) will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The services (Work) requested in this RFP primarily include management, coordination, inspection, observation, testing, documentation of the construction work, verification of compliance with the contract documents and public information and outreach.

RFP TIMETABLE

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

RFP NOTICE ADVERTISED	April 27, 2022
PRE-PROPOSAL CONFERENCE	9:00 AM, Monday, May 9, 2022
FINAL RFP QUESTIONS DUE	11:00 AM, Wednesday, May 11, 2022
PROPOSAL DUE DATE	3:00 PM, Wednesday, May 25, 2022
<i>PROPOSAL REVIEW</i>	<i>Week of June 1st</i>
<i>INTERVIEWS</i>	<i>Week of June 6th</i>
<i>RECOMMENDATION OF AWARD TO BOCC & PPRTA</i>	<i>Mid-June</i>
<i>ESTIMATED NOTICE TO PROCEED</i>	<i>Early July</i>

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

I. GENERAL INFORMATION

The Projects are located approximately 7.5 miles southeast of downtown Colorado Springs in the Security-Widefield area. The awarded Consultant shall be responsible for managing and documenting construction activities, inspections, and materials testing for two (2) separate construction projects within the vicinity. The two projects are: “**Main St & Security Blvd Intersection Improvements**” and “**Security/Widefield Blvd & Fontaine Blvd Intersection Improvements**”. The projects will be combined under a single construction contract due to their proximity. This will help streamline construction, minimize delays, and traffic impacts and provide an overall cost benefit. The awarded Consultant will be providing services for both projects under one contract.

There are two separate sets of construction documents titled: **Security & Main Intersection Improvements** and **Security & Fontaine Intersection Improvements**. Summaries of Approximate Quantities (SAQ) have been provided for each project separately in the construction documents.

Construction of each project has a project-specific funding source, both through PPRTA, and each project must be tracked separately.

- Main St & Security Blvd Intersection Improvements – PPRTA Capital
- Security/Widefield Blvd & Fontaine Blvd Intersection Improvements – PPRTA Capital

PROJECT OVERSIGHT:

There will be no federal or state (Colorado Department of Transportation (CDOT)) oversight for either intersection improvement project. El Paso County and PPRTA will have oversight.

II. BACKGROUND

Main St & Security Blvd Intersection Improvements (“Security & Main Project”)

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. A Loan business with vintage vehicles and a Roll Up Food Truck is currently on the southeast corner, some of which 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.

As of this advertisement, all work is anticipated to fall within County Right-of-Way (ROW). It is anticipated that all work adjacent to private properties will remain within ROW and no properties will be deemed “no work zones”. Reasonable access shall be provided to all properties during construction, and the Consultant shall ensure and assist with coordination between the Contractor and property owners/business owners at all times. Any special requests by the Security-Widefield (Security Village) Fire Department must be accommodated. ROW and easement documents will be provided to the selected Consultant and the selected Contractor.

Security/Widefield Blvd & Fontaine Blvd Intersection Improvements (“Security & Fontaine Project”)

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 two 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.

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 specs, 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.

The Security & Fontaine Project shares collaboration requirements with the Security & Fontaine Project but requires additional coordination with CDOT due to its vicinity with US Highway 85. As such, both Projects incorporate the documents entitled "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", Colorado Department of Transportation, State of Colorado (2021), the "COLORADO DEPARTMENT OF TRANSPORTATION, M&S STANDARDS PLANS LIST" (July 31, 2019, revised on February 16, 2021), the "PIKES PEAK REGION ASPHALT PAVING SPECIFICATIONS" (version 5, March 20, 2019), the "EL PASO COUNTY ENGINEERING CRITERIA MANUAL" (revision 6, revised 12/13/2016), and the "COLORADO SPRINGS CITY TRAFFIC SIGNAL AND PARTS SPECIFICATIONS" (revised 7/15/2020).

All property needed for the Security & Fontaine project has been acquired at this time, encompassing right-of-way from two (2) properties and three (3) temporary easements. Similar to the Security & Main Project, access to all commercial and residential parcels must be maintained, including any additional access requests from Security-Widefield Fire Department. The Consultant shall ensure, and assist with, coordination between the Contractor and property owners/business owners at all times.

The construction contract is a working day contract, and construction shall be completed in one hundred & twenty five (125) workable working days. The contractor may work Monday thru Friday, during daylight hours only or between 7:00 AM and 7:00 PM, whichever is more strict, unless otherwise approved by the Engineer. Work on the weekends, with prior approval, will be allowed if required to meet the schedule and/or weather windows.

III. STATEMENT OF WORK

The Consultant shall provide construction management, inspections, and materials testing for the construction of both projects separately as summarized in the bulleted points below, and better described in the following sections.

The following applies to ALL projects/sub-projects:

- Provide an experienced Project Engineer (PE), inspectors/testers, and other field/support staff
- Participate in pre-construction meeting(s) with the Contractor(s), County PM, design consultant, and utility companies
- Schedule, attend and provide agendas & meeting minutes for all meetings
- Assist the Contractor with coordination with utility companies for relocations as needed
- Review Contractor's Master Project Schedule and 3-week "look aheads"
- Review Contractor's Method of Handling Traffic (MHT) submittals
- Review Contractor's Stormwater Management Plan (SWMP)
- Review Contractor certifications, material certificate of compliances (COCs)

- Review Contractor pay requests, provide summary backup for concurrence and track all previously paid invoices to ensure sufficient funds to complete the project
- Review submittals for conformance with the contract requirements
- Review all project permits to ensure continued compliance with permitting agencies
- Track and document daily quantities installed by the Contractor
- Track daily time counts and contract time to ensure sufficient contract time to complete the project
- Draft change orders and speed memos and ensure proper backup/justification is provided by the Contractor
- Arrange and assure appropriate construction observation and inspection
- Provide complete geotechnical and materials testing services for quality assurance
- Review Contractor's quality control (QC) testing results as well as the Consultant's quality assurance (QA) testing for compliance with specifications
- Receive and review RFI's
- Maintain thorough and complete records of construction activity, including a daily log/diary
- In coordination with Contractor, maintain a working set of as-builts for documentation of field changes
- Prepare periodic reports/memos that summarize work activities with photos
- Provide a photo log of activities and any issues with solutions
- Prepare a detailed final punch list and review final as-built drawings
- Attend meetings with stakeholders and affected property owners and provide meeting minutes to all attendees and the County
- Ensure, and assist with, coordination between the Contractor and property owners/business owners
- Prepare updates for the County website regarding construction progress, phasing and traffic impacts
- Prepare and execute public information and outreach plan for communicating project activities
- Receive and respond to citizen inquiries in coordination with the Contractor and the County
- Prepare draft press releases for significant traffic changes, construction phasing changes or similar

A. PROJECT MANAGEMENT / ADMINISTRATION

This task shall include general administration, coordination, documenting, scheduling, reporting, and related activities for the overall successful completion of the individual projects. The Consultant shall identify a project manager for this project who will work directly for and support the County Project Manager (County PM) in the management and administration of the project. The Consultant's Project Manager shall be responsive on a daily basis Monday thru Friday to the County PM throughout the project. The Consultant 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.

Invoicing and Payment: An itemized invoice with backup must be submitted to the County Project Manager and approved by County staff prior to payment.

1. The County will reimburse the Consultant's reasonable, allocable, allowable costs of performance of the Work, not exceeding the maximum agreed total amount. To be eligible for reimbursement, costs by the Consultant shall be:
 - a. in accordance with the terms and conditions of this contract;
 - b. necessary for the accomplishment of the Work;
 - c. reasonable in the amount for the goods and services provided;
 - d. actual net cost to the Consultant (i.e. the price paid minus any refunds, rebates, or other items of value received by the Consultant that have the effect of reducing the cost actually incurred);
 - e. incurred for Work performed within the contract period of performance;
 - f. satisfactorily documented;

- All allowable costs charged to the project shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature of the charges.
 - Any check or order drawn up by the Consultant, including any item which is or will be chargeable against the project account, shall be drawn up only in accordance with a properly signed voucher then on file in the office of the Consultant, which will detail the purpose for which said check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other such documents.
2. The Consultant shall prepare and submit to the County, no more than monthly charges for costs incurred relative to the project:
- a. Invoices shall include the contract number, purchase order number, "Pay Request Number", a description of the services performed, the dates of performance and the amounts, description of reimbursable expenses, and any other project specific information requested by the County. There should be a summary of accounting to include: initial contract amount, additional amount(s) added to contract via change order, amount previously billed, amount billed with current invoice, total amount billed to date including current billing and amount remaining in the contract.
 - b. Invoices shall include a status report that briefly summarizes the work completed within the invoiced pay period and anticipated work for the next month
 - c. If personnel (title and/or name) that is not listed on the contract approved rate sheet is used on the project, the Consultant shall provide a formal request for the addition of the personnel to the project, which shall include a brief introduction of the employee including their Name, Title, billable rate and short description of their previous work, on-going work and/or future work on the project. This information shall be included on the Status Report sheet and will be subject to EPC approval.
 - d. Invoices shall be signed by the Project Manager prior to submittal to the County
3. To be eligible for payment, billings must be received within 30 days after the period for which payment is being requested and final billings on this contract must be received by the County within 30 days after the end of the contract work.

B. CONSTRUCTION CONTRACT ADMINISTRATION & COORDINATION

1. **Liaison:** The Consultant shall provide an experienced Project Engineer (PE) who will act as the County's agent at the site. The PE will work under the direction and supervision of the County and shall consult with the County PM regarding Project actions. The PE shall be a licensed Professional Engineer or construction inspector working under the supervision of a licensed Professional Engineer who provides oversight of the CM activities. The PE and/or support staff shall be on-site while the Contractor is working to provide adequate coverage to accomplish the required tasks described in the RFP.
- a. The PE shall assist the Prime Contractor in understanding the contract documents, arranging for clarification with the design engineer, and documenting interpretation of the plans and specifications where necessary. The PE shall deal primarily with the Prime Contractor, dealing with subcontractors only through or with the full knowledge and approval of the Prime Contractor.
 - b. The PE shall facilitate coordination between the Contractor and the County, property owners, utility companies, regulatory agencies, and others as required, ensuring that the Project proceeds in accordance with approved schedules, and that all properties are aware of planned operations so that constraints and key interfaces can be identified and properly coordinated.
 - c. The PE shall receive and review RFI's and coordinate with the appropriate party for responses. The PE shall set up a system to track, document, and monitor the status of Requests for Information (RFI's) and/or clarifications. The PE shall coordinate with the Engineer of Record, the

design team and the County to provide answers to such requests. The PE shall establish deadlines for each RFI, coordinate with the Contractor to prioritize each RFI and follow up with the responding party to ensure timely turn arounds.

- d. The PE shall promptly notify the County PM and the Engineer of Record of any non-compliance issues.

2. Meetings:

- a. The Consultant shall organize, conduct, and document the pre-construction meetings with the construction contractor(s).
- b. The PE shall schedule and attend necessary meetings with the Contractor and the County PM for the duration of the Project. These meetings shall include, at a minimum, weekly Progress Meetings, pre-survey conferences, and other coordination meetings as required for advancing the construction.
- c. The Consultant shall facilitate meetings and provide meeting agendas to all participants prior to the meetings. The Consultant shall provide meeting minutes and track discussion and action items generated by the meeting attendees.

- 3. Utility Coordination:** The PE shall be responsible for coordination with utility owners and Contractors to ensure proper phasing of work for all utility relocations, and resolution of utility conflicts which may arise during construction. The Consultant shall participate in ongoing utility coordination, providing general oversight and guidance to ensure that utility relocations proceed as planned, so as not to conflict with the requirements of the construction contract.

- 4. Review and Approval of Submittals:** The PE shall coordinate with the Engineer of Record to identify and prepare a list of necessary Contractor submittals, documenting and recording the receipt of submittals and their handling. The PE shall review submittals for conformance with the contract requirements, coordinating with the Engineer of Record, as required, for the timely and thorough review of Contractor submittals, including shop drawings. The PE shall notify the County PM of any work begun without the appropriate approved shop drawings or submittals recorded.

- 5. Documentation / Record Keeping:** A field office trailer will be supplied by the construction contractor. The Consultant shall be responsible for furnishing all office supplies necessary for their construction management and administration operations.

- a. Upon receiving the Notice-to-Proceed, the PE shall be responsible for establishing all necessary procedures and controls to administer the Project. The Consultant will utilize CDOT forms, or similar, for documenting the construction and generally follow the procedures contained within CDOT's *Construction Manual*, Chapters 8 and 9, as a guide. The Consultant may make recommendations to the County for any modifications to these procedures and forms that would more closely meet the needs and requirements of the County. The County PM will advise as to the acceptability of the recommended modifications to the forms and procedures, and if approved, the procedures shall be documented and incorporated into a contract management procedure document for this Project.
- b. The PE shall maintain thorough and complete records of construction activity, including:
 - i. Contractor Submittals – These records shall include a prepared list of required submittals, dates of submittals received, responses provided, and final approvals.
 - ii. Job-Site Files – These files shall include all Project correspondence, meeting minutes, shop drawings/reviews/approvals, plans, specifications and estimates, work directives, addenda,

change orders, field orders, engineer's clarifications and interpretations, progress reports, schedule updates, etc.

- iii. Daily Log/Dairy – The Consultant shall have each inspector maintain a daily log/dairy which includes written documentation of observations regarding Contractor work hours, weather conditions, data concerning questions, list of job-site visitors, daily activities, decisions, general observations, detailed observations, digital photographic logs, and adherence to the most recent Project schedule. Variance will be discussed with the Contractor and reviewed in light of overall Project and schedule commitments.
- iv. As-Built Conditions – The Consultant shall work with the Contractor(s) to document and maintain a record of as-built conditions of the Project. The Consultant will provide marked up drawings of the as-built conditions to the Engineer of Record for incorporation of such conditions in a Record Set of As-Built Drawings that will be prepared by the Engineer of Record.
- v. At the close of the Project, all original notes and records will become the property of El Paso County.

6. Schedule Management:

- a. The Consultant shall review, comment, and recommend revisions or approval of the initial Construction Schedule submitted by the Contractor for reasonableness and completeness. This schedule will include projected progress of key work activities, anticipated shop drawing submittals, and anticipated pay requests. This schedule will extend from the Contractor's Notice-to-Proceed through Final Acceptance. The PE will not allow work to commence without an approved schedule.
- b. The Consultant shall coordinate with, and assist the Contractor to, develop and maintain a Master Project Schedule based on the Contractor's Construction Schedule, such that it will incorporate both the construction activities of the Contractor as well as the construction activities of the various utility companies, identifying critical path activities, constraints, and interrelationships that will impact the progress of construction. The Consultant will update and report on the status of Master Project Schedule monthly or more frequently as appropriate.
- c. On a monthly basis, the construction Contractor shall be required to submit an update to the Master Project Schedule. This update shall be reviewed by the Consultant for accuracy, reasonableness, and adherence to the most recent schedule update. Variance shall be discussed with the Contractor and reviewed in light of overall Project and schedule commitments. Monthly pay estimates shall be issued only after updates of the Master Project Schedule are accepted and approved.

7. Reporting:

- a. The PE shall prepare monthly Project Status Reports/Memos summarizing the activities of the Contractor and other individuals and agencies impacting the Project. The PE shall also advise the County PM of upcoming major tests, inspections, or work activities, updating the status of change orders, work directive changes, and field orders, and documenting any construction accidents or noteworthy events. This report shall be submitted to the County PM for review in advance of regularly scheduled progress meetings and shall serve as one basis for discussion at the meetings.
- b. The PE shall include a section on the status of ongoing and planned utility relocation activities and assess the impact on the Contractor's planned progress.

- c. The PE shall provide, on a regular basis, digital photos documenting the construction progress for use in preparing Project Status Reports.
- d. The PE/PIO shall prepare notices suitable for updating the public via the County website as to the status and progress of the construction, including activities impacting traffic operations such as lane closures, detours, delays, etc.

8. Payment Requests:

- a. The PE shall receive all pay requests and CDOT form 1418's from the Contractor, reviewing them for accuracy, completeness, acceptability, and compatibility with the Project documents. The PE shall advise the County PM of any discrepancies or questionable requests for payment and recommend a response. The PE shall meet with the Contractor, in advance of advising the County PM, regarding any questions or discrepancies, providing the Contractor an opportunity to modify, explain, or defend his request.
- b. A spreadsheet for tracking line-item costs and expenditures shall be utilized and included with monthly pay requests.
- c. The Consultant shall review certified payrolls submitted by the Contractor prior to approval by the County.
- d. Recommendation for payment to the Contractor shall be made only after the Contractor's monthly schedule update and required forms/documents are approved by the County.

9. Certification / Regulatory Compliance: The PE shall ensure the Contractor has all required certifications and/or permits on-site prior to starting any affected phase of the work. The PE shall review these certifications and permits for compliance with the contract, advising the County PM of any expirations or other problems. If appropriate, the Consultant shall accept the certifications and permits on behalf of the County.

10. Plan Modifications / Change Orders / Speed Memos: The PE shall advise the County PM, the Engineer of Record, and others as appropriate of any requests for or required plan modifications or change orders. Notification shall be in writing. The PE shall coordinate with the appropriate design team representatives to prepare the necessary designs, and to prepare and review the required change orders. Any change, increase, and/or decrease to the contract, in the form of a Contract Modification Order (CMO) and/or amendment to the contract, shall be coordinated with and approved by the County PM, in writing, prior to proceeding with the work. Speed memos shall be issued prior to formal change order as required. Upon approval by the County, Speed Memos shall be issued immediately and CMO's shall be issued timely. The Contractor shall not be paid for work associated with a CMO until the CMO is fully executed.

11. Completion / Punch List:

- a. Upon the request of the Contractor, the PE shall complete a "review of work completed" to verify substantial completion of the work and to prepare a detailed final punch list of items which remain to be completed, are incomplete, require correction, or are unsatisfactory and/or unacceptable. The PE shall review this punch list with the County PM, the Engineer of Record, and others as appropriate, and with concurrence, submit to the Contractor to address each item. The PE, with the County PM, shall review the punch list with the Contractor, on-site as required, conducting a final walk-through.
- b. Upon satisfactory completion of all items on the final punch list, the PE shall submit a recommendation to the County PM regarding Final Acceptance of the work.

12. Project As-Builts: The PE shall be responsible for, and shall maintain, a working plan set for documentation and accounting of any and all field changes. These changes shall be maintained in a hardcopy format through Project completion. Upon notice from the County PM, the Consultant shall transfer the field change record to the County PM for delivery to the design engineer, who shall be responsible for transferring the changes to the digital drawings and shall finalize the as-built record drawings. The design engineer shall then provide the complete digital as-built drawings back to the PE via file sharing, storage drive, or compact disc(s). The PE shall provide a final review of the digital drawings to ensure all field changes have been incorporated. The PE shall provide final as-built drawings with the "Finals" package to the County PM before issuing a recommendation regarding Final Acceptance of the work.

C. INSPECTION AND MATERIALS TESTING

1. Inspection:

- a. The PE shall be responsible for arranging and assuring appropriate construction observation and inspection to assure compliance with the contract documents. The PE shall confirm that the Contractor has adequate quality control procedures established to ensure that the construction is accomplished in accordance with the contract documents. The PE shall perform or arrange for quality assurance testing to confirm that construction is being accomplished in accordance with the contract documents and CDOT's "2021 FIELD MATERIALS MANUAL" (revised 2/3/2021) requirements. The PE shall promptly advise the Contractor and County PM of any unsatisfactory work, verifying that adequate Contractor records are maintained throughout the Project as required by the contract documents, monitoring necessary materials testing, and maintaining a record of all testing and the results and/or recommendations of testing. The PE shall accompany and document all on-site agency inspectors, such as OSHA, EPA, USACE, El Paso County Stormwater, etc. The PE shall review and approve materials handling and storage logistics, as well as traffic control procedures for compliance with approved plans and specifications.
- b. The Consultant shall be responsible for providing qualified inspectors to observe and inspect all work according to Project plans and specifications, in order to provide quality assurance for the Project, and ensure substantial conformance with plans and specifications.
- c. The Consultant shall review proposed Method of Handling Traffic (MHT) plans for compliance with the contract requirements and make recommendations for improving motorist, pedestrian, and construction worker safety and decision making. The Consultant shall inspect the MHT installation for compliance with approved plans and ensure proper maintenance of all devices.
- d. The Consultant shall monitor and review Contractor compliance with the Stormwater Management Plan (SWMP) and all other permit requirements. The Consultant shall document any deficiencies and advise the Contractor to remedy any unsatisfactory conditions or practices.

2. Geotechnical & Materials Testing: The Consultant shall provide complete geotechnical and materials testing services, including access to a laboratory for off-site testing, as required. A proposed QA Testing Frequency Schedule and an itemized breakdown of the costs associated with each test shall be provided by the consultant. The anticipated Contractor's QC Testing Frequency shall follow CDOT's "2021 FIELD MATERIALS MANUAL" (revised 2/3/2021). The County shall have the option of calling for additional testing at the Project's expense based upon these costs.

Consultant shall provide Passing and Failing results to the County and Contractor / Subcontractor immediately.

IV. PROPOSAL PROCESS AND SELECTION

A. PRE-PROPOSAL CONFERENCE

A VOLUNTARY PRE-PROPOSAL CONFERENCE will be held Monday, May 9, 2022 at 9:00 AM at the Department of Public Works, Training Room West, 3275 Akers Drive, Colorado Springs, Colorado. This pre-proposal conference is not mandatory; however, it is strongly recommended that interested parties attend, to have questions answered.

B. PROPOSAL SUBMISSION

Proposals must be submitted through Rocky Mountain E-Procurement System by no later than 3:00PM, May 25, 2022 at www.rockymountainbidsystem.com.

Proposals shall be signed by an authorized representative of the proposer. Failure to submit the information requested may result in the El Paso County Contracts & Procurement Division requiring prompt submission of missing information and/or giving a lower evaluation of the proposal. The Contracts & Procurement Division may reject proposals which are substantially incomplete or lack key information.

By submitting a proposal, you represent that you have (1) thoroughly examined and become familiar with the scope of services outlined in this RFP and (2) are capable of performing quality work to achieve the County's objectives.

C. INQUIRIES

Questions related to this Request for Proposals (RFP) must be submitted through Rocky Mountain E-Procurement System no later than Wednesday, May 11, 2022 at 11:00 AM.

D. PROPOSAL SUBMITTAL REQUIREMENTS

The following items must be included in the proposal in the order listed herein:

1. The Response Checklist (form included in this RFP package).
2. Each Addendum acknowledgement signed for each addendum issued. The Addendum content does not need to be attached, just the acknowledgement page.
3. Qualification Statement.
4. Specimen Copies of requested insurance certificates.
5. **PROJECT PLAN**: Project Plan shall be printed on both sides of the paper, divided into appropriate sections, and information submitted shall be comprehensive, concise, and easily found. The following information must be included in the Project Plan, *in the order listed*:
 - a. **Cover Letter**: Include the following elements of information in the letter as a minimum:
 - RFP number and project name.
 - Statement that the firm is qualified to perform the work.
 - Certification statement that the information and data submitted is true and complete to the best knowledge of the individual signing the letter.
 - Name, telephone number, e-mail address, and fax number of the individual to contact regarding the submittal.
 - The signature of an authorized principal, partner, or officer of the firm.
 - *Maximum of one page in length (excluding the reservations, conditions, constraints or exceptions)*
 - b. State any reservations, conditions, constraints or exceptions to El Paso County's standard Professional Services Contract or exception to the any items addressed in this document. If

none, please state none. Separate page(s) may be included as required. If separate page(s) are included, an "Exceptions" section must be included and clearly marked in the proposal.

- c. Ability of the Company to meet or exceed the requirements defined in the RFP (requested information may be combined as applicable):
- i. Company history, stability, and financial standing:
 - Provide a brief description of your firm including location(s), office locations, size of firm, and financial stability (annual public reports or private financial statements shall be included in an appendix or under separate cover; private financial information will be kept confidential by the County).
 - Summarize/list the Company's applicable qualifications and/or certifications. The County may request proof of the listed certifications prior to performing work.
 - *Maximum of one page in length.*
 - ii. Describe/summarize the Company's relevant experience. Include a maximum of 3 relevant projects with similar services, timelines and/or magnitudes, as applicable.
 - Generally, describe project scope and services provided.
 - Specifically identify key personnel and/or subconsultants involved in the similar projects and their roles and responsibilities.
 - Specifically identify if the relevant projects had Federal funding and what type of Federal funding.
 - *Maximum of two pages in length.*
 - iii. References:
 - Provide 3 minimum, 5 maximum references where your firm provided similar services. It is preferred that representatives of El Paso County not be provided as references.
 - Provide: Firm names, contact names and titles, phone numbers, and email addresses
 - Summarize type of service(s) provided and past performance.
 - *Maximum of two pages in length*
- d. Ability of the Company's Key Personnel to meet or exceed the requirements defined in the RFP:
- i. Describe number and nature of professional staff available for this project.
 - ii. Provide an organization chart with anticipated staff and Key Personnel that will be assigned to the project.
 - iii. Provide current and projected workload of Key Personnel
 - iv. Describe/summarize Key Personnel's relevant experience. Include relevant projects with similar services, timelines and/or magnitudes, as applicable. (This may include experience with a different Company.)
 - Generally, describe project scope and key personnel's role in the project.
 - Specifically identify if the relevant projects had Federal funding and what type of Federal funding.
 - v. Provide a list of subconsultants that will be used for the proposed work and describe the scope of work that will be provided by each subconsultant. If no subconsultants will be used, state such.
 - Describe/summarize each subconsultant's relevant experience. Include a maximum of 3 relevant projects with similar services, timelines and/or magnitudes, as applicable.
 - Generally, describe project scope and services provided.

- Specifically identify key personnel involved in the similar project.
 - Specifically identify if the relevant projects had Federal funding and what type of Federal funding.
 - vi. Summarize/list applicable qualifications, licenses, training and/or certifications of Key Personnel. The County may request proof of the listed training, certifications, and/or licenses prior to performing work.
 - vii. Resumes for Key Personnel may be included if additional information is deemed necessary. If included, resumes shall be located in an appendix and referenced in the proposal as applicable. *Maximum one (1) page per resume.*
 - viii. *Excluding the brief resumes and organization chart, the information provided in response to this item shall not exceed four (4) pages.*
 - ix. *Requested information may be combined as applicable*
- e. Understanding and approach:
 - i. Both Projects shall be addressed. They can be combined into one section or separated into two sections.
 - ii. Acknowledge that proposer will provide all services described in the RFP. Elaborate and/or clarify as applicable
 - iii. Provide a summary narrative describing the Company's understanding and approach for completing the proposed work as described in this RFP:
 - Describe available services and associated support/resources
 - Clearly identify the Company's and Key Personnel's responsibilities for each project
 - Provide a clear understanding of each project and how they will be managed
 - Describe your unique approach to management of both projects (i.e. budget, schedule, other)
 - Provide an overall estimated schedule to include key tasks and milestones
 - Provide a clear understanding of the anticipated impacts to the public and communication needs with respect to residents, businesses, local traffic, commuter traffic etc. and how these impacts will be mitigated
 - Address any other responses requested by this RFP
 - iv. Provide a narrative and/or exhibits describing your innovative or unique approach to completing the project requirements and solving project issues (i.e. constraints with respect to design, property acquisition, utilities, environmental, roadway, drainage, other).
 - v. Include / attach subconsultant's proposal / scope of work / understanding (fees shall be separate).
 - vi. Clearly describe / define / provide calculations for how the proposer is estimating the number of hours required per task for each person listed on the fee proposal. (Example: John Doe is estimated to provide observation for an average of 10 hours per day for 25 working days for a total of 250 hours.)
- 6. FEE PROPOSAL: Fee/rate/cost schedule for services proposed must include the following at minimum:
 - a. **Fee proposals shall be submitted for each Project as two separate estimates with each project subtotal. A total project cost including both estimates shall be stated.** Please check the math.

- b. Submit by task, labor category/title, associated rate, and estimated hours per task. Include “all” anticipated labor categories/titles that may be used on the project. Number of hours per task per person shall correlate with the narrative requested in Section IV.D.5.e.v. above.
 - Include names of Key Personnel with their title, rate, and hours.
 - In addition, submit a comprehensive rate sheet with labor categories / titles and associated billable rates for all positions that are forecasted to be working on this project. Specific names (other than those specified in the Fee Schedule) for each title are not required. The final approved rate sheet will be included in the contract. A separate rate sheet from the schedule of services is anticipated.
- c. Hourly rates, unit rates, and markups shall be a fixed rate and not a range.
- d. Hourly rates, unit rates, and markups not included as part of the Consultant’s original fee schedule will not be considered.
- e. A multiplier on personnel rates for overtime/off-hours work or field work conducted using upgrade levels of personal protection (i.e. Level C, B, or A) will not be considered.
- f. Non-labor expenses shall be listed at cost (no loading on non-labor).
- g. Mileage will be paid at the approved Federal rate. This rate will be specified in the fee proposal and will be included in the contract.
- h. List any additions in Miscellaneous Expenses – be specific.
- i. Unit rates for Consultant owned equipment not listed will be accepted as long as the items are included as part of the Consultant’s original fee schedule submitted in response to the RFP.
- j. Attach subconsultant fee estimates
- k. Total (not to exceed) project cost

Fees and rates must be good for a minimum of one (1) year. Rate changes are typically limited to re-evaluation with Contract Amendments. Any requested adjustment shall be fully documented and submitted, in writing, to the County at least sixty (60) days prior to the requested adjustment date. Fees and/or rates shall be considered for an adjustment only if adjustments occurred in the industry. Such adjustments shall be based on the latest yearly percentage change in the Denver-Boulder-Greeley Consumers Price Index (CPI) as published by the Bureau of Labor Statistics, U.S. County of Labor, and increases shall not exceed three percent (3%). The yearly increase or decrease in the CPI shall be the latest Index published and available for the prior 12 months, ending in the month that the adjustment was requested. Increases claimed by the Consultant in accordance with this formula must be documented by the Consultant to the County's satisfaction. The County may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient.

E. INSURANCE REQUIREMENTS

For proposal purposes, proposers must submit specimen copies of certificates of insurance for professional and general liability and workers' compensation, as referenced on the Response Checklist. The successful Consultant will be required to provide original certificates for Professional Liability, Comprehensive General Liability, Automobile Liability, any specialized liability required by the nature of the work, prior to commencing work, at its own expense, **naming El Paso County and the Pikes Peak Rural Transportation Authority 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 proposal award/contract.

F. ORAL PRESENTATIONS / INTERVIEWS

Firms submitting a proposal in response to this RFP may be required to give an oral presentation of their proposal in an interview session with the Evaluation Committee. Interviews are at the option of the Evaluation Committee and may or may not be conducted.

G. SELECTION CRITERIA

The following factors (listed in order of priority) will be considered when evaluating each proposal.

1. Ability of the Company and Key Personnel to meet or exceed the requirements defined in this RFP
2. Understanding and approach
3. Cost
4. Reservations, conditions, and constraints.
5. Completeness of the response to this RFP.

H. TERM OF CONTRACT

The term of the contract will be from date Notice to Proceed through March 17th, 2023. Any contract awarded between El Paso County and the successful firm will consist of a Firm-Fixed Price (FFP)

If proposer does not agree with any terms or conditions of the County's standard Contract or any items in this document, the proposer must present its exceptions with its proposal. If no concerns are expressed by proposer, the County shall consider that all terms and conditions of the standard contract will control. El Paso County reserves the right to reject proposals based upon exceptions to its standard contract, Supplemental Contract Provisions and/or terms and conditions.

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

The Proposer is prohibited from submitting multiple proposals in a different form (i.e. as a prime Consultant and as a sub-consultant to another prime Consultant). Submittal of multiple proposals in different form may result in the disqualification of all Proposers associated with a multiple proposal.

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 proposal, the Proposer certifies that they are not currently debarred or suspended from submitting bids or proposals for federal contracts on the System for Award Management (SAM) Exclusions database and/or 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 Federal, El Paso County, Colorado or the State of Colorado.

Further, Consultant and authorized sub-consultants affirm they are 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 Consultant or sub-consultant, 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 this 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 Consultant and terminate this contract without penalty to the County.

V. ATTACHMENTS

A. Main St & Security Blvd Intersection Improvements

1. Security & Main Construction Plans (Bid Set) (dated March 7, 2022)
2. Project Special Provisions (dated February 23, 2022)
3. Security & Main SOAQ (dated March 7, 2022)

B. Security/Widefield Blvd & Fontaine Blvd Intersection Improvements

4. Security & Fontaine Construction Plans (Bid Set) (dated March 7, 2022)
5. Project Special Provisions (dated February 23, 2022)
6. Security & Fontaine SOAQ (dated March 7, 2022)
7. Security & Fontaine Property Acquisition MOA's & Exhibits (dated April 27, 2021)

C. Contracting and Map

8. PPRTA Services Contract
9. Instructions for Submitting Proposals
10. PPRTA Special Funding Provisions
11. Project Areas Map

Construction Plans, SOAQ's, Project Special Provisions, and Property Acquisition MOA's & Exhibits are available online for download at the following link: <https://tinyurl.com/RFP-SecurityIntersections>

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

BECKY SCHAFFSTEIN, CPPB

PROCUREMENT SPECIALIST

RFP 22-054

DUE DATE: May 25, 2022

**EL PASO COUNTY
CONTRACTS AND PROCUREMENT DIVISION**

DECLARATION FORM

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.