



INVITATION FOR BID

Construction

B24-027MZ

Date issued: February 9, 2024

**THREE TRAIL CROSSINGS PROJECT: DUBLIN PARK
CROSSING DUBLIN BLVD, ROCK ISLAND CROSSING
MURRAY BLVD AND SHOOKS RUN CROSSING
UINTAH ST**

THE CITY OF COLORADO SPRINGS

**This project is funded in part by a State grant and
PPRTA.**

**Project No.: MTF M240-195
Project Code: 24045**

The City of Colorado Springs hereby solicits Fixed Unit Price (FUP) Bids, as detailed in this Invitation For Bids (IFB), for Three Trail Crossings Project: Dublin Park Crossing Dublin, Rock Island Crossing Murray and Shooks Run Crossing Uintah

This IFB is posted to BidNet Direct and the City of Colorado Springs' Procurement Services Website. It is available for all vendors free of charge, following free registration, at the BidNet Direct website.

SUBMITTALS FOR THIS PROJECT WILL ONLY BE ACCEPTED ON THE BIDNET DIRECT PLATFORM.

Please login to the following website to register (Free Registration) to submit a bid for this project. All required documents will be uploaded to the BidNet website. The City of Colorado Springs belongs to BidNet's Rocky Mountain e-Purchasing Group within BidNet.

<https://www.bidnetdirect.com/>

BIDNET Direct Support

800-835-4603

Estimated Project Magnitude: \$500,000.00 - \$700,000.00

SECTION I – BID INFORMATION

1.0 BID INFORMATION

Section I provides general information to potential Bidders, such as bid submission instructions and other similar administrative elements. This Invitation for Bid (IFB) is available on BidNet (www.bidnetdirect.com). All addenda or amendments shall be issued through BidNet and may not be available through any other source.

1.1 SPECIAL TERMS

Please note the following definitions of terms as used herein:

The term “City” means the City of Colorado Springs.

The term “Contractor” or “Consultant” means the Bidder whose offer is accepted and is awarded the contract to provide the products or services specified in the IFB.

The term “Offer” or “Bid” means a bid submitted in response to this IFB.

The term “Offeror” or “Bidder” means the person, firm, or corporation that submits a formal bid or offer and that may or may not be successful in being awarded the contract.

The term “Project” refers to Three Trail Crossings Project: Dublin Park Crossing Dublin Blvd, Rock Island Crossing Murray Blvd and Shooks Run Crossing Uintah St.

The term “Invitation for Bid” or “IFB” means this solicitation of formal, competitive, sealed bids from prospective bidders in which the intent is to award a contract to the resultant lowest responsible and responsive bidder.

1.2 BID ISSUE DATE

Invitation for Bid (IFB) Number B24-027MZ is being issued and posted on www.bidnetdirect.com on February 9, 2024.

1.3 SUBMISSION OF BIDS

- A. Bids are to be submitted electronically on BidNet Direct (www.bidnetdirect.com). Please review the submission requirements **well in advance** of submission date and time, and allow for ample time to upload each required document. It is recommended that Offerors begin the submission process at least one (1) day in advance of the proposal deadline.

Offerors are solely responsible to ensure all required bid documents are uploaded and submitted correctly, and that a **confirmation number** is obtained upon successful submission. Customer support for BidNet Direct may be reached at (800) 835-4603.

- B. Bids shall be received on or before: March 12, 2024 2:00PM. A public opening will be held via Microsoft Teams at that time. Web access and dial in information is below:

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 296 762 039 563

Passcode: TpXpVu

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 720-617-3426,,558083822#](#) United States, Denver

Phone Conference ID: 558 083 822#

- C. Bid bond is required if total bid exceeds \$50,000.00. (Also see 1.22)
- D. The cost of Bid preparation is not a reimbursable cost. Bid preparation shall be at the Bidder's sole expense and is the Bidder's total and sole responsibility.
- E. CDOT Forms and submittals shall be submitted as follows:
 - 1. All Bidders must submit the following forms. If these forms are not submitted, the bid will be considered non-responsive and shall be rejected.
 - a. CDOT Form 604 – Statement of Residency for Bid Preference
 - b. CDOT Form 606 – Anti-Collusion Affidavit
 - 2. The apparent low bidder must submit the following forms by 4:00PM the 5th business day after the bid opening.
 - a. CDOT Form 605 – Contractors Performance Capability Statement
 - b. CDOT Form 621 – Assignment of Anti-Trust Claims

1.4 PRE-BID CONFERENCE

A pre-bid meeting will be held via Microsoft Teams. This meeting is highly encouraged but not mandatory. Web access and dial in information is below:

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 262 208 712 774

Passcode: gB6Xx3

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 720-617-3426,,137292006#](#) United States, Denver

Phone Conference ID: 137 292 006#

1.5 LATE BIDS/LATE MODIFICATIONS OF BIDS

Bids, withdrawals or modifications of Bids received after the time set for opening, as designated in 1.3 above, are considered "late bids", and will not be accepted by the City, except as provided for in the City of Colorado Springs Procurement Rules and Regulations and approved by the Procurement Services Manager. Bidders are solely responsible for insuring their bids arrive on time and to the place specified in this Invitation for Bid.

1.6 MISTAKES IN BIDS - CONFIRMATION OF BID

If it appears from a review of a Bid that a mistake has been made, the Bidder may be requested to confirm its Bid in writing. Situations in which the confirmation may be requested include obvious, apparent errors on the face of a Bid or a Bid unreasonably lower than the other Bids submitted. All mistakes in Bids will be handled in accordance with the City of Colorado Springs Procurement Rules and Regulations.

1.7 PROCUREMENT RULES AND REGULATIONS

All formal IFBs advertised by the City of Colorado Springs are solicited in accordance with the City's Procurement Rules and Regulations. The City's Procurement Rules and Regulations can be reviewed and/or downloaded from the City's Procurement Services Division website at www.coloradosprings.gov. Any discrepancies or conflicting statements, decisions regarding bidding irregularities, or clarifications regarding clauses or specifications will be rectified utilizing the City's Procurement Rules and Regulations, when applicable. It is the Bidder's responsibility to advise the Contracts Specialist listed in this IFB of any perceived discrepancies, conflicting statements, or problems with clauses or specifications prior to the Bid opening date and time.

1.8 MINOR INFORMALITIES/IRREGULARITIES IN BIDS

- A. A minor informality or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a Bid or variation of a Bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other Bidders. The defect or variation is considered immaterial when the effect on price, quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the goods and/or services being acquired.
- B. If the City Procurement Services Division determines that a Bid submitted contains a minor informality or irregularity, then the Procurement Services Manager shall either give the Bidder an opportunity to cure any deficiency resulting from the minor informality or irregularity or waive the deficiency, whichever is to the advantage of the City. In no event will the Bidder be allowed to change the Bid amount. Examples of minor informalities or irregularities include but are not limited to the following:
 - 1. Bidder fails to sign the Bid, but only if the unsigned Bid is accompanied by other material evidence, which indicates the Bidder's intention to be bound by the unsigned Bid (such as Bid security, or signed cover letter which references the Bid Number and amount of Bid).
 - 2. Bidder fails to acknowledge an Amendment, although this may be considered a minor informality only if the Amendment, which was not acknowledged, involves only a matter of form or has either no effect or merely a negligible effect on price, quantity, quality, or delivery of the item or services bid upon.

1.9 REJECTION OF BIDS

The Procurement Services Manager has the authority to reject any Bid based on, but not limited to, the following:

- A. Any Bid that fails to conform to the essential requirements of the Invitation for Bids shall be rejected.

- B. Any Bid that does not conform to the applicable specifications shall be rejected unless the IFB authorizes the submission of alternate bids and the items or services offered as alternates meet the requirements specified in the IFB.
- C. A Bid that fails to conform to the specified delivery schedule.
- D. A Bid shall be rejected when the Bidder imposes conditions that would modify requirements of the IFB or limit the Bidder's liability to the City, since to allow the Bidder to impose such conditions would be prejudicial to other Bidders.

For example, Bids shall be rejected in which the Bidder:

- 1. Protects against future changes in conditions, such as increased costs, if total possible costs to the City cannot be determined. This includes failure to completely fill out required bid schedule.
 - 2. Fails to state a price and indicates that price shall be "price in effect at time delivery".
 - 3. States a price but qualifies it as being subject to "price in effect at time of delivery".
 - 4. Takes exceptions to the IFB terms and conditions.
 - 5. Inserts the Bidder's terms and conditions.
 - 6. Limits the rights of the City under any Contract/Invitation for Bid clause.
- E. Any Bid in which the price is considered to be unreasonable or is over budget.
 - F. Any Bid if the prices are determined to be unbalanced.
 - G. Bids received from any person or contractor that is suspended, debarred, proposed for debarment, or under investigation for fraud, including failure to pay federal, state, local or city taxes.
 - H. When a bid guarantee is required and the bidder fails to furnish the guarantee in accordance with the requirements of the IFB.
 - I. Low Bids received from bidders who are determined to be non-responsible in accordance with the City's Procurement Rules and Regulations.
 - J. Any Bid that was prepared and submitted by a vendor who has been determined by the Procurement Services Manager to have an unfair advantage over other Bidders. Examples of an unfair advantage include, but are not limited to, the following:
 - 1. A previous or prior employee who in the last six (6) months was directly involved in the design or specification preparation of the competed procurement.
 - 2. A vendor who was directly involved in design or specification preparation of the competed project either for pay or voluntarily.

1.10 ESTIMATED QUANTITIES

If the Bid Form (Schedule A) herein contains estimated quantities, this provision is applicable. The quantities listed for each of the items in the Bid Form are only estimated quantities. Contractors are required to bid a firm unit price for each item specified. The actual quantities ordered may fluctuate up or down. The unit prices proposed by each Bidder will remain firm and will not be re-negotiated if the estimated quantities are not met or are exceeded. This clause will take precedence over any/all other estimated quantity clauses that conflict with this clause.

For bidding purposes, if there is a conflict between the extended total of an item and the unit price, the unit price shall prevail and be considered as the amount of the Bid. All unit prices shall include all necessary overhead and profit. Items not listed in the Bid Form such as overhead, profit, mobilization, de-mobilization, bonding, etc. shall be distributed throughout the Bidder's Unit Prices for the items listed on the Bid Form.

1.11 NUMBER OF COPIES

Bidders shall submit one electronic copy of each required document on the BidNet Direct Procurement Platform (www.bidnetdirect.com). Upon submission, all Bid documents shall become and remain the property of the City.

1.12 IDENTIFICATION OF BID

Bids must be submitted to the BidNet Direct Procurement Platform (www.bidnetdirect.com). The solicitation number and Offeror name must be clearly marked within the Bid.

Bid No.: B24-027MZ

Due Date and Time: March 12, 2024

1.13 SALES TAX

The successful Offeror, if awarded a contract, shall apply to the Colorado Department of Revenue for a tax-exempt certificate for this project. The certificate does not apply to City of Colorado Springs Sales and Use Tax which shall be applicable and should be included in all bids and proposals. The tax exempt project number and the exemption certificate only apply to County, PPRTA (Pikes Peak Rural Transportation Authority), and State taxes when purchasing construction and building materials **to be incorporated into this project**.

Furthermore, the exemption **does not** include or apply to the purchase or rental of equipment, supplies or materials that **do not become a part of the completed project or structure**. In these instances, the purchase or rental is subject to full taxation at the current taxation rate.

The Offeror and all subcontractors shall include in their Offer City of Colorado Springs Sales and Use Tax on the work covered by the offer, and all other applicable taxes. Any increase in applicable sales or use tax occurring after the contract has been let shall be borne by the contractor and not passed through to the City.

Forms and instructions can be downloaded at the City of Colorado Springs Website: <https://coloradosprings.gov/sales-tax/page/additional-sales-tax-forms?mlid=30771>. Questions can be directed to the City Sales Tax Division at (719) 385-5903 or Construction_SalesTax@ColoradoSprings.gov.

Our Registration Numbers are as follows:

City of Colorado Springs

Federal I.D.: 84-6000573

Federal Excise: A-138557

State Sales Tax: 98-03479

1.14 PREPARATION OF BID OFFER

A. Bidders are expected to examine the drawings, specifications, bid documents, proposed

contract forms, terms and conditions, and all other instructions and solicitation documents. Bidders are expected to visit the job-site to determine all requirements and conditions that will affect the work. Failure to do so will not relieve a Bidder from their responsibility to know what is contained in this Invitation for Bid, or site conditions affecting the work.

- B. The Bidder certifies that it has checked all of its figures and understands that the City will not be responsible for any errors or omissions on the part of the Bidders in preparing its Bid.
- C. All items, (unless the invitation specifically states otherwise) including any additive or deductive alternates on the Bid Form, must be completely filled out or the Bid will be determined non-responsive and ineligible for consideration for award.
- D. The Bidder declares that the person or persons signing this Bid is/are authorized to sign on behalf of the firm listed and to fully bind the Bidder to all the requirements of the IFB.
- E. The Bidder certifies that no person or firm other than the Bidder or as otherwise indicated has any interest whatsoever in the Bid or the contract that may be entered into as a result of the Bid and that in all respects the Bid is legal and firm, submitted in good faith without collusion or fraud.
- F. By submitting a Bid the Bidder certifies that it has complied and will comply with all requirements of local, state, and federal laws, and that no legal requirements have been or will be violated in making or accepting this Bid. Bidders are expected to review the City's Procurement Rules and Regulations, which will be used when determining whether a Bidder is responsive and responsible and awarding contracts in the best interest of the City.
- G. If there is a discrepancy between the unit price and the total price, the unit price shall be used to determine the applicable total price. Bidders are responsible for including profit and overhead associated with the project when determining their unit prices.

1.15 BASIS OF AWARD

- A. Bid offers that include a base bid and add or deduct alternates will be evaluated and awarded as follows. At bid opening, the City will announce a Budgetary Control Dollar Amount to be used for determining the low bidder. The City intends to award a contract for the base bid item if the Budgetary Control Amount is not exceeded, to the lowest responsive and responsible bidder.
- B. If the Budgetary Control Amount is exceeded by all bidders then the deductive alternate(s) will be subtracted from each bid accordingly and the award made to the resulting lowest responsible bidder that does not exceed the Budgetary Control Amount. The deductive alternates will be deducted in the order in which they appear on the Bid Form.
- C. If the lowest responsive and responsive bid still exceeds the City's budget for these items after the deduct alternate is read, the City reserves the right to reduce estimated quantities to get within the available budget and award a contract that is within budget. B.18.4 only applies to the lowest responsive and responsive bidder at time of bid opening.

1.16 PERIOD OF ACCEPTANCE

The Bidder agrees that its Bid shall remain open for acceptance by the City for a period of sixty

(60) calendar days from the date specified in the IFB for receipt of Bids.

1.17 CONTRACT AWARD

The signature of the Bidder indicates that within ten (10) calendar days from acceptance of its Bid, it will execute a contract with the City and, if indicated in this IFB, furnish a project specific Certificate of Insurance naming the City as Additional Insured, furnish Performance, Labor and Materials, Payment and Maintenance Bonds and any other documents required by the Specifications or Contract Documents.

1.18 NOTICE TO PROCEED

Work may not start under any awarded contract until a written notice to proceed is issued by the City. The City may issue the Notice to Proceed any time after the contract is signed and, if required, insurance and bonds have been provided in accordance with 1.22 below.

1.19 AMENDMENTS TO THE SOLICITATION

Amendments are also referred to as addendum or addenda; and these terms shall be considered synonymous. It is the Bidder's responsibility to contact the Contracts Specialist listed in 1.21 below to confirm the number of Amendments which have been issued.

- A. If this solicitation is amended, then all specifications, terms and conditions, which are not specifically amended, remain unchanged.
- B. Bidders shall acknowledge receipt of any amendment to this solicitation by signing and returning the amendment and by identifying the amendment number and date in the space provided on the form for submitting a Bid.
- C. Acknowledged amendments must be received prior to Bid opening. Bidders are encouraged to include signed addenda or initialed acknowledgment with returned Bids.

1.20 EXPLANATIONS TO PROSPECTIVE OFFERORS

Any prospective Bidder desiring an explanation or interpretation of the IFB documents, drawings, specifications, etc., must request it in writing within ten days of the Bid due date to allow enough time for a reply to reach all prospective offerors before the time for submission of offers. Oral explanations or instructions given before the opening of Bids will not be binding. Any information provided to a prospective Bidder during the Bid preparation stage will be promptly furnished to all other prospective Bidders as an amendment to the solicitation, if that information is necessary in submitting Bids or if the lack of it would be prejudicial to other prospective Bidders.

1.21 QUESTIONS AND OTHER REQUESTS FOR INFORMATION

All questions must be submitted in writing to the following Contracts Specialist. All questions must be submitted via email and must be received no later than **1:00PM February 27, 2024.**

Requests for Information, support and questions shall be directed to:

CONTRACT SPECIALIST NAME Mike Zeller
CONTRACT SPECIALIST EMAIL michael.zeller@coloradosprings.gov

DO NOT CONTACT ANY OTHER INDIVIDUAL AT THE CITY OF COLORADO SPRINGS
REGARDING THIS SOLICITATION.

1.22 SECURITY REQUIREMENTS

A. Bid Security

1. If the total amount of the accumulative Bid is more than \$50,000, or a bond is required elsewhere in this IFB, the Bidder is required to furnish with their Bid a bid security in the form of a bank certified check, bank cashier's check or a one-time bid bond underwritten by a company licensed to issue bonds in the State of Colorado and acceptable to the City in an amount equal to at least 5% of the total amount of the Bid payable without condition to the City.
2. The Bid security shall guarantee that the Bid will not be withdrawn or modified for a period of sixty (60) calendar days after the time set for the receipt of Bids, and, if the Bid is accepted within those sixty (60) calendar days, that the person, firm or corporation submitting same shall within ten (10) calendar days after being notified of the acceptance of its Bid, enter into a Contract and furnish the required bonds and all insurance certificates called for under this Invitation for Bid.
3. The Bid bonds of unsuccessful Bidders will not be returned to the respective Bidders unless a self-addressed, stamped envelope is provided along with a written request for bid bond return. However, if a certified check or a cashier's check is submitted as Bid security, it will be returned as soon as possible after the lowest responsive and responsible Bidder is determined and a contract is executed.
4. In the event the Bidder whose Bid is accepted fails to enter into the contract and/or furnish the required contract bonds, its certified check, cashier's check or bid bond will be forfeited in full to the City.

B. Performance, Labor and Materials Payment, and Maintenance Bonds

1. For contracts in excess of \$50,000, the Contractor shall furnish to the City each of the following: a Performance Bond, a Labor and Materials Payment Bond, and a Maintenance Bond. Each such bond shall be in the amount of one hundred percent (100%) of the contract price. Bonds shall be submitted within ten (10) calendar days after notification of award of a Contract. The cost of all bonds shall be included in Contractor's Bid.
2. Bonds shall:
 - a. Be for the full amount of the Contract price.
 - b. Guarantee the Contractor's faithful performance of the work under the Contract, and the prompt and full payment for all labor and materials involved therein.
 - c. Guarantee protection to the City against liens of any kind.
 - d. Be from a surety company operating lawfully in the state of Colorado and accompanied by an acceptable "Power-of-Attorney" form attached to each bond copy.
 - e. Be issued from a surety company that is acceptable to the City.
 - f. Be submitted using the forms in the Exhibit section of this IFB or such forms as are approved by the City Attorney's Office.

1.23 SPECIFICATIONS AND DRAWINGS

No Fee solicitations: Specifications and Drawings are normally included in the IFB. If Specifications and Drawings are too large to be included in the IFB, all interested Bidders may obtain one copy of the Project Specifications and a set of the Project Drawings for use in

preparing Bids from the City Procurement Services Division office. If the Bidder requires additional sets, it is the Bidder's responsibility to duplicate any additional copies, at its own expense.

1.24 TYPE OF CONTRACT

As a result of this Invitation for Bids, it is the City's intention to award a fixed unit price Contract based on the prices offered by the lowest responsive and responsible bidder. Contract prices shall remain firm and fixed throughout the Contract performance period.

1.25 F.O.B. DESTINATION

Unless otherwise specified in the Invitation for Bid, all goods, materials, supplies, equipment or services covered by this IFB shall be delivered F.O.B. Destination shall be the location indicated in the awarded Contract or Purchase Order.

1.26 BID RESULTS

The City does not mail Bid results or tabulations. However, Bid tabulations are posted and can be downloaded from BidNet. Bidders submitting Bids in response to this solicitation may also request the Bid tabulation for this solicitation via email to the Contracts Specialist indicated as the point of contact for this solicitation.

1.27 APPROPRIATION OF FUNDS

- A. In the event funds are not appropriated in whole or in part sufficient for performance of the City's obligations under this IFB, or appropriated funds may not be expended due the City Charter spending limitations, then the City, without compensation to Bidders, may terminate or cancel this IFB or not award any contracts under this IFB.
- B. In accordance with the Colorado Constitution and City Charter, performance of the City's obligations under any resultant Contract will be expressly subject to appropriations of funds by the City Council, and, in the event the budget or other means of appropriation for any year of the Contract fails to provide funds in sufficient amounts to discharge such obligations, such failure (i) shall act to terminate the Contract at such time as the then-existing and available appropriations are depleted, and (ii) neither such failure nor termination shall constitute a default or breach of the Contract, including any sub-agreement, attachment, schedule, or exhibit thereto, by the City.

1.28 PERIOD OF PERFORMANCE

The Contractor shall complete all work within **60 Working Days** after the Notice to Proceed. The Contractor shall start work promptly after receipt of the Notice to Proceed and Pre-Construction Meeting and continue to work diligently until all work is completed and accepted by the City.

1.29 FUNDING

This project is funded by a State grant and PPRTA.

1.30 DAVIS BACON WAGES

Davis Bacon wages DO NOT APPLY to this project.

1.31 DBE GOAL

This is a State funded construction project. The bidder shall make good faith efforts to meet the following contract goal:

0% DBE Participation

1.32 ON THE JOB TRAINING

The project shall meet the CDOT OJT Standard Special Provisions and the Bidder shall meet the following OJT goal:

0 Hours on the job training

1.33 BID DOCUMENTS

The following comprise this Invitation for Bid.

Schedule A – Bid Form
Schedule B – General Construction Terms and Conditions
Schedule C – Scope of Work
Schedule D – Project Specifications
Schedule E – Construction Plan Set
Schedule F – Insurance Requirements
Schedule G – Clauses for Contracts Subject to Federal Requirements
Schedule H – PPRTA Special Provisions
Schedule I – Exhibits

The following listed documents must be included with your Bid in order for your Bid submittal to be considered responsive.

Schedule A – Bid Form
Schedule F – Insurance Requirements
Exhibit 3 – Qualification Statement
Exhibit 4 – Bid Certification and Representations and Certifications
Exhibit 5 – Bid Bond if applicable (see 1.23)
Exhibit 6 – CDOT Forms
Exhibit 7 – Federal Forms
Acknowledged Addenda, if issued

SECTION II – SCHEDULES

Schedule A – Bid Form
Schedule B – General Construction Terms and Conditions
Schedule C – Scope of Work
Schedule D – Project Specifications
Schedule E – Construction Plan Set
Schedule F – Insurance Requirements
Schedule G – Clauses for Contracts Subject to Federal Requirements
Schedule H – PPRTA Special Provisions
Schedule I – Exhibits

SCHEDULE A – BID FORM

PLEASE SUBMIT SCHEDULE A – BID FORM IN EXCEL FORMAT

PLEASE SUBMIT BASE BID TOTAL PRICE IN BIDNET PRICE SHEET

SCHEDULE B – GENERAL CONSTRUCTION TERMS AND CONDITIONS

Schedule B -- General Construction Terms and Conditions, Version 100316 are hereby incorporated by reference, with the same force and effect as if they were given in full text. Upon request, the City will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<https://www.coloradosprings.gov/finance/page/procurement-regulations-and-documents>

The referenced General Construction Terms and Conditions will be incorporated in the resultant Contract.

SCHEDULE C – SCOPE OF WORK

The City of Colorado Springs (City) is seeking best value bids from qualified, licensed, and experienced contractors to provide all labor, materials, and equipment necessary for construction of the MMOF Three Trail Crossings Project (Project) for the City of Colorado Springs Department of Public Works (Department) per specifications and construction plans (Schedules D).

The Project is funded through the following sources: State (Project No. MTF M240-195 / Project Code: 24045) and the PPRTA.

C.1 BACKGROUND

The City is proposing to install urban trail crossings at three sites in the City. The crossings will be signalized, mid-block crossings complete with accessible infrastructure to include curb ramp, sidewalk, and trail construction. Locations of the crossings are at the Dublin Park sidewalk crossing Dublin Blvd, the Rock Island Trail crossing Murray Ave, and the Shooks Run Trail crossing Uintah Ave.

It is anticipated that the City will provide Construction Management (CM) services and quality assurance materials testing through consultant services.

C.2 SCOPE OF CONSTRUCTION

The Scope of Service section herein is intended only to give an overview of the nature, complexity and type of construction included in this contract. The plans and specifications provide more detailed requirements for construction.

A. Requirements of the local agency manual

The City is a sub-recipient of funds authorized by the State of Colorado. The Colorado Department of Transportation (CDOT) is a steward of these funds and will provide additional oversight of this Project. The CDOT Local Agency Manual (also known as the Local Agency Desk Reference) describes the processes that the Local Agency must follow in order to comply with the funding requirements. The Manual requires the Contractor to prepare additional forms, certifications, applications, submittals, etc. and participate in planning, meetings, reporting, etc. that may not be required in other City projects. The CDOT Local Agency Manual is available through CDOT's website. The Contractor shall prepare, provide, and participate in all required processes. No additional compensation will be provided to the Contractor for these efforts.

B. Work

The Project work generally consists of demolition of existing asphalt, curb and gutter, and sidewalk, followed by the installation of curb and gutter, curb ramps, sidewalk, asphalt patching and traffic signal equipment. The City has purchased all the signal equipment for the project. However, the Contractor will be responsible for acquiring the equipment from the City and delivering it to the respective sites.

C. Schedule

The Project contract time is 60 working days. Additional time may be allowed to replace

temporary asphalt patching, complete minor punch list items, or perform additional work as directed by the Engineer.

D. Utilities

Utilities are present within the Project limits, but no specific utility relocations have been identified. The Project may require minor resets / vertical adjustments of pull boxes, manhole lids, and valve covers. In addition, the Contractor may encounter electric feeds for adjacent street lighting. Known utilities and contacts are identified in the Utility specification of the Project Special Provisions. The Contractor shall be responsible for identifying and resolving all utility conflicts.

E. Construction Traffic Control

The Contractor shall provide traffic control through the project area with the goal of minimizing the impacts to vehicular traffic and expediting delivery of the completed Project. For the purposes of bidding, Bidders shall assume that one lane of traffic in each direction will be required for all streets.

F. Sediment Control Plan

The Contractor shall be responsible for providing storm water management and sediment control for the Project in accordance with City standard guidance, industry standards of practice and the requirements of all applicable permits and Project specifications.

SCHEDULE D – PROJECT SPECIFICATIONS
FOLLOWS THIS PAGE

TECHNICAL SPECIFICATIONS
STANDARD SPECIFICATIONS, SUPPLEMENTAL SPECIFICATIONS AND PROJECT SPECIAL PROVISIONS
for the
MMOF THREE TRAIL CROSSINGS PROJECT
Colorado Springs, Colorado
September 25, 2023

This section contains references for the Standard Specifications, Supplemental Provisions, Project Special Provisions, and Measurement and Basis of Payment for all bid items. Measurement and Basis of Payment presented herein will take precedence over the measurement and payment sections of the Standard Specifications or Revisions of Standard Specifications.

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STANDARD SPECIFICATIONS

Following are the Standard Specifications which apply to this project. In the event there are conflicting Standard Specifications, the order of precedence will be based upon the order in which the Standard Specifications are listed.

All Contractors are required to have on the job site and use the current updated copy of the Standard Specifications applicable to the work.

The 2022 Standard Specifications for Road and Bridge Construction control construction of this project. Revisions to the Standard Specifications and Project Special Provisions can be found within this appendix of Technical Specifications.

COLORADO DEPARTMENT OF TRANSPORTATION ROAD AND BRIDGE STANDARD SPECIFICATIONS

- The *Colorado Department of Transportation Road and Bridge Standard Specifications*, 2023 current edition and addenda, except as modified hereinafter, which are incorporated in the contract documents by reference as though embodied herein in their entirety, shall apply to this project.
- COT Local Agency Manual.

CITY OF COLORADO SPRINGS ENGINEERING DIVISION STANDARD SPECIFICATIONS

- The *City of Colorado Springs Engineering Division Standard Specifications*, current edition and addenda, except as modified hereinafter, which are incorporated in the contract documents by reference as though embodied herein in their entirety, shall apply to this project.
- The *Colorado Springs City Traffic Signal Installation and Parts Specifications for Contractors*, current edition, except as modified hereinafter, which are incorporated in the contract documents by reference as though embodied herein in their entirety, shall apply to this project.
- The *City of Colorado Springs Traffic Engineering Signage and Pavement Markings Guidelines*, current edition, except as modified hereinafter, which are incorporated in the contract documents by reference as though embodied herein in their entirety, shall apply to this project.
- The *City of Colorado Springs Supplement to MUTCD for Traffic Controls for Street Construction, Utility Work, and Maintenance Operations*, current edition, except as modified hereinafter, which are incorporated in the contract documents by reference as though embodied herein in their entirety, shall apply to this project.
- The *Pikes Peak Region Asphalt Paving Specifications, Version 6*, except as modified hereinafter, which are incorporated in the contract documents by reference as though embodied herein in their entirety, shall apply to this project.
- The *City of Colorado Springs Drainage Criteria Manual, Volume II*, current edition, and the *City of Colorado Springs Stormwater Construction Manual*, which are incorporated in the contract documents by reference as though embodied herein in their entirety, shall apply to this project.

Copies of City Engineering Manuals are available online or from the City of Colorado Springs, Office Services Division, 30 South Nevada Avenue, Colorado Springs, during regular business

hours.

COLORADO SPRINGS UTILITIES STANDARD SPECIFICATIONS

- The Standard Specifications for water line construction and protection shall be the *Colorado Springs Utilities Water Line Extension and Service Standards*, current edition, except as modified hereinafter, which are incorporated in the contract documents by reference as though embodied herein in their entirety.
- The Standard Specifications for wastewater line construction and protection shall be the *Colorado Springs Utilities Wastewater Line Extension and Service Standards*, current edition, except as modified hereinafter, which are incorporated in the contract documents by reference as though embodied herein in their entirety.
- The Standard Specifications for lighting installation, electrical distribution and electrical transmission line construction and protection shall be the *Colorado Springs Utilities Electric Line Extension and Service Standards*, current edition, except as modified hereinafter, which are incorporated in the contract documents by reference as though embodied herein in their entirety.
- The Standard Specifications for natural gas installation, distribution, construction, and protection shall be the *City of Colorado Springs Utilities Natural Gas Line Extension and Service Standards*, current edition, except as modified hereinafter, which are incorporated in the contract documents by reference as though embodied herein in their entirety.

Copies are available online or from the Colorado Springs Utilities' Development Services, 111 South Cascade, Suite 105, Colorado Springs, Colorado 80903, during regular business hours.

For all other items not covered herein and above, the *Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, 2021* shall apply.

SUPPLEMENTAL SPECIFICATIONS

The following specifications and provisions supplement or modify the Standard Specifications and take precedence over the Standard Specifications.

SUPPLEMENTAL SPECIFICATIONS

(Sections referenced in parenthetical text are adapted from CDOT Standard Specifications and/or Colorado Springs when prefixed with COS)

Interpretation of Quantities in Proposal Form (102.03): Except as otherwise provided in this subsection and the method of measurement for individual items, the quantities appearing in the proposal form are estimates prepared for the comparison of proposals. Payment to the Contractor will be made in accordance with the following procedures:

- (a) *Measurement required.* When the Contract requires measurement of work performed or material furnished, payment will be made for actual quantities measured and accepted.
- (b) *Measurement Not Required.* When the Contract does not require quantities of work performed or materials furnished to be measured, payment will be made for the quantities appearing in the Contract.

The estimated quantities of work to be performed and materials to be furnished may be increased, decreased or omitted.

Coordination of Plans, Specifications, Supplemental Specifications, and Special Provisions (105.09):

These specifications, the supplemental specifications, the plans, special provisions, and all supplementary documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy the order of precedence is as follows:

- (a) City of Colorado Springs General Provisions, Contract Schedule B
- (b) Supplemental Provisions and Project Special Provisions
- (c) Detailed Construction Plans
- (d) Standard Specifications: City of Colorado Springs Engineering and CSU LESS Manuals
- (e) Standard Plans (City Standard Details)
- (f) Colorado Department of Transportation Standard Specifications

The Contractor shall not take advantage of any apparent error or omission in the Contract. If the Contractor discovers an error or omission, the Engineer shall immediately be notified. The Engineer will make corrections and interpretations as necessary to fulfill the intent of the Contract.

Buy America Requirements (106.11) & (COS 107.25): In addition to the requirements in the City of Colorado Springs General Construction Terms and Conditions, §107.25, the Contractor shall maintain a document summarizing the date and quantity of all steel and iron material delivered to the project. The document shall show the pay item, quantity of material delivered to the project, along with the quantity of material installed by the cutoff date for the monthly progress payment. The document shall include the standard certification statement presented in the CDOT Standard, §106.12. Monthly payment applications will not be processed until the document has been provided to the Engineer.

Subletting of Contract (108.01): The Contractor shall not sublet, sell, transfer, assign, or dispose of the Contract or Contracts, or any portion thereof without written permission of the Engineer. Before

beginning any work by the subcontractor, the Contractor shall request permission from the Engineer by submitting a completed Sublet Permit Application, CDOT Form. 205, via the B2GNow software system. The subcontracted work shall not begin until the Contractor has received the Engineer's written permission. The Contractor shall make all project-related written subcontracts, agreements, and purchase orders available to the Engineer for viewing, upon request, and at a location convenient to the Engineer.

All firms that the contractor will be subletting a portion of the contract shall have an account created in the B2GNow software system. If the firm does not have an account created approval of the form 205 may be withheld.

The Contractor will be permitted to sublet a portion of the Contract. However, the Contractor's organization shall perform work amounting to 30 percent or more of the total original contract amount. Any items designated in the Contract as "specialty items" may be performed by subcontract. The cost of "specialty items" so performed by subcontract may be deducted from the total original contract amount before computing the amount of work required to be performed by the Contractor's own organization. The original contract amount includes the cost of material and manufactured products which are to be purchased or produced by the Contractor and the actual agreement amounts between the Contractor and a subcontractor. The proportional value of a subcontracted partial contract item will be verified by the Engineer. When a firm both sells material to a prime contractor and performs the work of incorporating the materials into the project, these two phases shall be considered in combination and as constituting a single subcontract. The calculation of the percentage of subcontracted work shall be based on subcontract unit prices. Subcontracts or transfer of Contract shall not release the Contractor of liability under the Contract and Bond.

Prior to commencement of work by any subcontractor, a draft copy of the ST-17 COS Int and a preliminary list of materials to be purchased by the subcontractor shall be provided to the Engineer. Upon completion of the subcontractor's work on the Project, a FINAL Form ST-17 COS Int and a completed invoice summary sheet shall be provided to the Engineer. Retainage from the Contractor will be withheld until the Sales Tax Certificate is issued from the City Sales Tax Office regardless of the City's publication for "Notice of Final Settlement."

Eliminated Items (109.05): Should any items contained in the Contract be found unnecessary for the proper completion of the work, the Engineer will notify the Contractor in writing, in the form of a Minor Contract Revision (MCR), to eliminate the item. Such action will not invalidate the Contract. The Contractor will be reimbursed for actual work done and all costs incurred, including mobilization of materials and equipment prior to the elimination of the items.

Partial Payments (109.06): Partial payments will be made once each month as the work progresses when the Contractor is performing satisfactorily under the Contract. Payments will be based upon progress estimates prepared by the Engineer for the value of work performed and materials placed in accordance with the Contract. The amount of the progress estimate paid to the Contractor will be subject to the following:

- (a) *Amount Retained.* The City will make a deduction from the progress estimate, pursuant to Section 24-91-103, CRS. The amount to be retained will be 5 percent of the value of the completed work, exclusive of mobilization. The amount retained will be in effect until such time as final payment is made. At the sole discretion of the Engineer, a portion of the retainage, not

to exceed 2.5 percent, may be released. Upon completion and acceptance of the project, after the project quantities are finalized, and the Contractor has submitted the necessary forms, the Engineer may make reduction in the amount retained.

- (b) *Subcontractor and Supplier Claims.* In addition to a standard amount retained, the City will withhold funds for all claims against the Contractor filed by subcontractors and suppliers, pursuant to Sections 38-26-107 and 24-91-103, CRS.
- (c) *Prompt Payment.* The Contractor shall pay subcontractors and suppliers for all work which has been satisfactorily completed within seven calendar days after receiving payment for that work from the City. For the purpose of this section only, work shall be considered satisfactorily complete when the City has made payment for the work. The Contractor shall ensure that all subcontractors and suppliers at every tier are promptly paid. Following the first progress payment, the Contractor shall submit a monthly payment summary form (provided by the City) to show payments due/made to subcontractors and suppliers. The statement of declaration "*under penalty of perjury*" must be signed. If the Contractor or subcontractor fails to comply with this provision, the Engineer will not authorize further progress payment for work performed directly by the Contractor or the noncompliant subcontractor until the required payments have been made. The Engineer will continue to authorize progress payments for work performed by compliant subcontractors.

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COMMENCEMENT AND COMPLETION OF WORK

Upon verification and notification of being the low responsible bidder, the Contractor shall work diligently to complete the contract requirements. Failure to submit the required documents within 15 days following the notification may result in rejection of the bid at the City's discretion.

Upon execution of the contract, the Contractor will receive a 'Notice to Proceed' from the City's procurement specialist. The Notice to Proceed will direct the Contractor to contact the Engineer to schedule a pre-construction meeting. Following the pre-construction meeting the Engineer will issue a 'Notice to Proceed to Construction' identifying the date to begin the time count.

The Contractor shall complete all work within **60 working days**.

Prior to the pre-construction meeting, the Contractor shall provide the following information:

1. Preliminary schedule showing project completion with the allowable time.
2. Names and contact information for Contractor's primary personnel for both field and office.
3. Copies of relevant permits.
4. A list of anticipated sub-contractors with contact information.
5. A list of anticipated material suppliers.

Salient features to be included in the preliminary project schedule are:

1. Utilities coordination
2. Initial stormwater best management practices
3. Traffic control
4. Anticipated survey/layout needs
5. Removals of pavement, curb & gutter, sidewalk, signs, etc.
6. Traffic signal equipment installation schedule
7. Curb and gutter, sidewalk and trail installation
8. Asphalt patching
9. Signing and striping
10. Remove erosion control
11. Punch list

Working hours shall be restricted to a 10 hour period between the hours of 7am – 7pm, Monday through Friday unless otherwise approved by the Engineer. Work requiring maneuvering of large vehicles that may further impede traffic (e.g., equipment delivery/unloading, concrete delivery) shall be scheduled to avoid added traffic impacts during the peak hours of traffic (e.g., near schools, signalized intersections, etc.). Peak times generally occur between 7:30-8:30 am and 3:30-5:30 pm, however, these times are approximate and intended to illustrate the scheduling conflicts. Upon issuance of the Notice-to-Proceed, any changes in the peak hour conflicts will be provided to the Contractor by the Engineer or as directed in the field.

Work on Saturdays may be allowed to accommodate specific conflicts that arise in the course of construction. The request must be made by end of business on the preceding Wednesday and must be approved by the Engineer in writing.

PAYMENT OF CITY SALES AND USE TAX

The Contractor shall familiarize themselves with the following documentation regarding requirements to pay the City Sales Tax:

- The section in the terms of the Contract entitled 'Sales Tax',
- Supplemental Provision entitled 'Subletting of Contract',
- City of Colorado Springs Tax Guide, Topic No. 113 for Construction Contractors, and
- Sales Tax form , ST-17, and ST-17 Instructions.

Final payment and release of retainage will be withheld until the Contractor has acquired the Tax Paid Certificate from the City of Colorado Springs Sales Tax Office.

PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the Contract.

Prior to beginning work the Contractor shall furnish the Engineer a written list of all permits required for the proper completion of the Contract. The list shall clearly identify the type of permit or permits that must be obtained before work on any particular phase of phases of work can be started. Copies of the fully executed permits shall be furnished to the Engineer upon request.

Contractor obtained permits known to be required in the Project include:

1. Excavation Permit, City of Colorado Springs Public Works
2. Concrete Permit, City of Colorado Springs Public Works
3. Traffic Control Permit, City of Colorado Springs Public Works
4. Parks and Trails Permit, City of Colorado Springs Parks Department, ± \$100.00

Permit fees will be waived for permits issued by the Public Works Department. Fees for Parks Department permits shall be paid by the Contractor.

The Contractor shall be responsible to investigate and assess the requirements for any additional permits required by the Project. These permits shall be obtained by the Contractor at no cost to the Project.

**REVISION OF DIVISION 100
GENERAL PROVISIONS**

Division 100 of the Standard Specifications is hereby revised for this project as follows:

The Contract Schedule B: General Provisions of the City of Colorado Springs shall take precedence over the comparable subsections within the CDOT Standard Specification with the effect of deleting and replacing the text. Where the City's General Provisions do not address a subject matter, the CDOT Standard Specifications, or portion(s) thereof, shall apply.

Colorado Department of Transportation Sections to be deleted in their entirety are:

Section 102	Bidding Requirements and Conditions
Section 103	Award and Execution of Contract
Section 104	Scope of Work
Section 108	Prosecution and Progress

REVISION OF SECTION 101 DEFINITIONS AND TERMS

Section 101 of the Standard Specifications is hereby revised for this project as follows:

Section 101 shall include:

All references to the State, the Department, the Engineer, etc. shall be understood to mean the City of Colorado Springs, Colorado; the City Engineer or the City Engineer's designated representative. A summary of redefinitions follows:

- 101.10 CDOT Resident Engineer**, District Engineer or Chief Engineer shall mean the City Engineer or a designated representative acting on behalf of the City.
- 101.19 Contract Modification Order** shall also include and be synonymous with "Change Order."
- 101.28 Department**, Department of Transportation, or CDOT shall mean the City of Colorado Springs, Public Works Department, where applicable.
- 101.29 Engineer** shall mean the City Engineer or a designated representative.
- 101.39 Laboratory** shall mean the City of Colorado Springs or a designated representative.
- 101.51 Project Engineer** shall mean the City Engineer or a designated representative.
- 101.58 Region Transportation Director** shall mean the City Engineer.
- 101.73 Specifications** The City Standard Specifications Manual contains references to specifications from the 'Colorado Department of Highways' which shall be understood to mean the Colorado Department of Transportation Standard Specifications for Road and Bridge Construction.
- 101.76 State or State of Colorado** shall mean the City of Colorado Springs, where applicable.

**REVISION OF SECTION 105
SURVEY STAKING / CONTROL OF WORK**

Section 105 of the Standard Specifications is hereby revised for this project as follows:

Subsections 105.03-105.12 shall be deleted.

Subsection 105.13 shall be deleted and replaced with the following:

All work shall occur within the public right of way and easements. The City will provide staking to identify the limits of ROW at critical locations agreed to by the Contractor at the pre-construction meeting.

ROW staking will be provided at no cost to the Contractor in accordance with the locations agreed to by the Contractor at the pre-construction meeting. Additional staking requests will be accommodated based on availability of the City's Surveyors. The Contractor shall submit the request for additional staking in writing a minimum of 72 hours in advance.

The Contractor shall provide temporary traffic control for survey staking. City Surveyors will not stake outside of the activity area of the temporary traffic control zone.

The Contractor shall preserve all stakes and marks. If any stakes or marks are destroyed, disturbed or removed by the Contractor, subcontractors, or suppliers, the cost of replacing them will be charged against the Contractor and will be deducted from the payment for the work at a negotiated rate not to exceed \$150 per hour.

The Contractor shall establish written agreements with property owners (or designated representatives, e.g. property manager, manager) for any access onto property outside of the right of way for any reason (staging, stockpiling, approach to work, etc.). The Contractor shall provide a copy of the written agreement to the City prior to accessing the property. In the event that the Contractor does not provide a copy of a written agreement, the Contractor will be ordered to cease all affected work, remove all materials and equipment from the property and restore all disturbed areas at the Contractor's expense. Work will not be permitted to resume until the restoration is complete or an agreement is provided. All agreements will be between the Contractor and the property owner with no reference the City or the Project.

Lines and grades from the plans shall be established by the Contractor in the field to meet the minimum and maximum tolerances as described in these specifications and to match existing conditions at the nearest practical point of intersection.

Subsection 105.22-105.24 shall be deleted.

**REVISION OF SECTION 106
SUPPLIER LIST**

Section 106 of the Standard Specifications is hereby revised for this project as follows:

In subsection 106.01 delete the fourth and 5th paragraphs and replace with the following:

All companies that will provide \$10,000.00 or more in supplies or materials shall be registered in the B2Gnow software system and shall update the registration on an annual basis.

Prior to beginning any work on the project, the Contractor shall submit to the B2GNow portal a completed Form 1425, Supplier List documenting all companies providing \$10,000 or more of supplies or materials directly to the Contractor for the project. This list shall not include companies also responsible for the installation of the supplies or materials. During the performance of the project, the Contractor shall submit an updated Form 1425 if one or more of these companies change.

The Contractor shall require each subcontractor to submit a Form 1425 listing all companies providing \$10,000 or more of supplies or materials to the subcontractor. The Contractor shall submit the subcontractor's Form 1425 with Form 205.

Failure to comply with the requirements of this subsection shall be grounds for withholding of progress payments.

**REVISION OF SECTION 106
BUY AMERICA REQUIREMENTS
NON-FEDERAL AID HIGHWAY (FHWA)**

Section 106 of the Standard Specifications is hereby revised for this project as follows:

Delete subsection 106.11(a) and replace it with the following:

- (a) Federal *Buy America* requirements for iron and steel do not apply to this project.

Delete subsection 106.11(b).

**REVISION OF SECTION 107
LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC**

Section 107 of the Standard Specifications is hereby revised for this project as follows:

Subsection 107.02 Permits, Licenses, and Taxes shall be deleted and replaced with the following:

The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the Contract.

Prior to beginning work the Contractor shall furnish the Engineer a written list of all permits required for the proper completion of the Contract. The list shall clearly identify the type of permit or permits that must be obtained before work on any particular phase of phases of work can be started. Copies of the fully executed permits shall be furnished to the Engineer upon request.

Contractor obtained permits known to be required in the Project include:

5. Excavation Permit, City of Colorado Springs
6. Concrete Permit, City of Colorado Springs
7. Traffic Control Permit, City of Colorado Springs
8. Forestry Permit, City of Colorado Springs

Permits fees for city-issued Permits shall be waived for this Project.

The Contractor shall be responsible to investigate and assess the requirements for any additional permits required by the Project. These permits shall be obtained by the Contractor at no cost to the Project.

The Contractor shall familiarize themselves with the following documentation regarding requirements to pay the City Sales Tax:

- The section in the terms of the Contract entitled 'Sales Tax',
- Supplemental Provision entitled 'Subletting of Contract',
- City of Colorado Springs Tax Guide, Topic No. 113 for Construction Contractors, and
- Sales Tax form , ST-17, and ST-17 Instructions.

The contractor shall have a draft Form ST-17 completed by each subcontractors prior to them performing work on the Project. A copy of the form shall be submitted to the Engineer. The purpose of the form is to make the subcontractors aware of the requirement to participate in the sales tax process.

Final payment and release of retainage will be withheld until the Contractor has acquired the Tax Paid Certificate from the City of Colorado Springs Sales Tax Office.

**REVISION OF SECTIONS 107
WATER QUALITY CONTROL
(UNDER ONE ACRE OF DISTURBANCE)**

Sections 107.25 of the Standard Specifications is hereby deleted and replaced as follows:

107.25 Water Quality Control. The project work shall be performed using practices (including but not limited to those listed below) that minimize the pollution of any State waters, including wetlands.

(a) Definitions.

- (1) Areas of Disturbance (AD). Locations where any activity has altered the existing soil cover or topography, including vegetative and non-vegetative activities during construction.
- (2) Construction Site Boundary/Limits of Construction (LOC). The project area defined by the Environmental Clearance document.
- (3) Discharge of Pollutants. One or more pollutants leaving the Limits of Construction (LOC) or entering State waters or other conveyances.
- (4) Limits of Disturbed Area (LDA). Proposed limits of ground disturbance as shown on the Plans.
- (5) Pollutant. Dredged spoil, dirt, slurry, solid waste, incinerator residue, sewage, sewage sludge, garbage, trash, chemical waste, biological nutrient, biological material, radioactive material, heat, wrecked or discarded equipment, rock, sand, or any industrial, municipal, or agricultural waste, as defined in the Colorado Code of Regulations (CCR) [5 CCR 1002-61, 2(76)]
- (6) Pollution. Man-made, man-induced, or natural alteration of the physical, chemical, biological, and radiological integrity of water. [25-8-103 (16), CRS]
- (7) State waters. Defined in Section 101.

(b) Construction Requirements

The Contractor shall comply with the "Colorado Water Quality Control Act" (Title 25, article 8, CRS), the "Protection of Fishing Streams" (Title 33, Article 5, CRS), the "Clean Water Act" (33 USC 1344), regulations promulgated, certifications or permits issued, and to the requirements listed below. In the event of conflicts between these requirements and water quality control laws, rules, or regulations of other Federal, or State agencies, the more restrictive laws, rules, or regulations shall apply.

If the Contractor determines construction of the project will result in a change to the activities or LDA, the Contractor shall detail the changes in a written report to the Engineer. Upon receipt of the report, the Engineer will coordinate with the Region Planning and Environmental Manager (RPEM) regarding the change. The Engineer, within five days after receipt of the report, will approve or reject in writing the request for change. If approved, the Engineer will detail a course of action including revision of existing permits or obtaining new permits.

If construction activities result in noncompliance of any permit requirement, the project will be suspended and the permitting agency notified, if required. The project will remain suspended until the Engineer receives written approval by the permitting agency.

The Contractor is legally required to obtain all permits associated with project specific water quality activities within, or off the Right of Way, such as borrow pits, concrete or asphalt plant sites, waste disposal sites, or other facilities. It is the Contractor's responsibility to obtain these

permits. The Contractor shall consult with the Engineer and contact the Colorado Department of Public Health and Environment (CDPHE) or other appropriate federal, state, or local agency to determine the need for any permit.

The Contractor shall conduct the work in a manner that prevents pollution of any adjacent State waters, as defined in section 101. Erosion control work shall be performed in accordance with Section 208, this subsection, and all other applicable parts of the Contract.

Prior to construction, the Stormwater Management Plan (SWMP) Administrator, identified in Section 208, shall identify and describe all potential pollutant sources, including materials and activities, and evaluate them for the potential to contribute pollutants to stormwater discharges associated with construction activities. The list of potential pollutants shall be continuously updated during construction. At a minimum, each of the following shall be evaluated for the potential for contributing pollutants to stormwater discharges and identified in the SWMP, as described in Section 208:

- (1) All exposed and stored soils.
- (2) Vehicle tracking of sediments.
- (3) Management of contaminated soils.
- (4) Vehicle and equipment maintenance and fueling.
- (5) Outdoor storage activities (building materials, fertilizers, chemicals, etc.).
- (6) Significant dust or particle generating processes.
- (7) Routine maintenance involving fertilizers, pesticides, detergents, fuels, solvents, oils, etc.
- (8) On-site waste management practices (waste piles, dumpsters, etc.).
- (9) Dedicated asphalt and concrete batch plants.
- (10) Concrete truck and equipment washing, including the concrete truck chute and associated fixtures and equipment.
- (11) Concrete placement and finishing tool cleaning.
- (12) Non-industrial waste sources that may be significant, such as worker trash and portable toilets.
- (13) Loading and unloading operations.
- (14) Other areas or procedures where spills could occur.

The SWMP Administrator shall record the location of potential pollutants on the site map, if applicable. Descriptions of the potential pollutants shall be added to the SWMP.

Prior to construction the Contractor shall submit a Spill Response Plan for any petroleum products, chemicals, solvents, or other hazardous materials in use, or in storage, at the work site. See Section 208 for Spill Response Plan requirements. Work shall not be started until the plan has been submitted to and approved by the Engineer.

On site above ground bulk storage containers with a cumulative storage shell capacity greater than 1,320 U.S. gallons, or storage containers having a "reasonable expectation of an oil discharge" to State waters, are subject to the Spill Prevention, Control and Countermeasure Plan (SPCC) Rule. Oil of any type and in any form is covered, including, but not limited to petroleum; fuel oil; sludge; oil refuse; oil mixed with wastes other than dredged spoil. EPA Region 8 is responsible for administering and enforcing the SPCC plan requirements in Colorado. Prior to start of work, the Contractor shall submit a SPCC Form, if applicable, which has been approved

by the EPA for the project.

The Contractor shall obtain a Construction Dewatering (CDW) permit from CDPHE anytime uncontaminated groundwater, including groundwater that is commingled with stormwater or surface water, is encountered during construction activities and the groundwater or commingled water needs to be discharged to State waters. If contaminated groundwater is encountered, a Remediation permit may be needed from CDPHE in accordance with Section 250.

Water from dewatering operations shall not be directly discharged into any State waters, unless allowed by a permit. Water from dewatering shall not be discharged into a ditch unless:

1. Written permission is obtained from the owner of the ditch.
2. It is covered in the approved CDW or Remediation Permit that allows the discharge.
3. A copy of this approval is submitted to the Engineer. A copy of the Permit shall be submitted to the Engineer prior to dewatering operations commencing.

Construction Dewatering may be discharged to the ground on projects where CDPHE's Low Risk Guidance Document for Discharges of Uncontaminated Groundwater to Land are met. The conditions of this guidance are:

1. The source of the discharge is solely uncontaminated groundwater or uncontaminated groundwater combined with stormwater and does not contain pollutants in concentrations that exceed water quality standards for groundwater referenced above.
2. Discharges from vaults or similar structures shall not be contaminated. Potential sources of contamination include process materials used, stored, or conveyed in the structures, or introduced surface water runoff from outside environments that may contain oil, grease, and corrosives.
3. The groundwater discharge does not leave the project boundary limits where construction is occurring.
4. Land application is conducted at a rate and location that does not allow for any runoff into State waters or other drainage conveyance systems, including but not limited to streets, curb and gutter, inlets, borrow ditches, open channels, etc.
5. Land application is conducted at a rate that does not allow for any ponding of the groundwater on the surface, unless the ponding is a result of implementing control measures that are designed to reduce velocity flow. If the control measures used result in ponding, the land application shall be done in an area with a constructed containment, such as an excavation or berm area with no outfall. The constructed containment shall prevent the discharge of the ponding water offsite as runoff.
6. A visible sheen is not evident in the discharge.
7. Control measures are implemented to prevent any sediment deposited during land application from being transported by stormwater runoff to surface waters or other conveyances.
8. All control measures used shall be selected, installed, implemented, and maintained according to good engineering, hydrologic, and pollution control practices. The selected control measures shall provide control for all potential pollutant sources associated with the discharge of uncontaminated groundwater to land. The discharge shall be routed in such a way that it will not cause erosion to land surface. Energy dissipation devices designed to protect downstream areas from erosion by reducing the velocity of flow (such as hose attachments, sediment and erosion controls) shall be used when

necessary to prevent erosion.

All dewatering operations shall be recorded in the SWMP as follows:

1. The source is identified in the SWMP and updated by the Contractor.
2. The SWMP describes and locates the practices implemented at the site to control stormwater pollution from the dewatering of groundwater or stormwater.
3. The SWMP describes and locates the practices to be used that will ensure that no groundwater from construction dewatering is discharged from the LOC as surface runoff or to surface waters or storm sewers.
4. Groundwater and groundwater combined with stormwater do not contain pollutants in concentrations exceeding the State groundwater standards in Regulations 5 CCR 1002-41 and 42.

If surface waters are diverted around a construction area and no pollutants are introduced during the diversion, a CDW Permit is not required. If the diverted water enters the construction area and contacts pollutant sources (e.g., disturbed soil, concrete washout, etc.), the Contractor shall obtain a CDW permit for the discharge of this water to State waters or to the ground.

At least 15 days prior to commencing dredging or fill operations in a watercourse, the Contractor shall provide written notification to owners or operators of domestic or public water supply intakes or diversion facilities, if these facilities are within 20 miles downstream from the dredging or fill operations. Notification shall also be given to Owners or operators of other intakes or diversions that are located within five miles downstream from the site of the project. Identities of downstream owners and operators can be obtained from Colorado Division of Water Resources, Office of the State Engineer.

Temporary fill into wetlands or streams shall not be allowed, except as specified in the Contract and permits. If such work is allowed, upon completion of the work all temporary fills shall be removed in their entirety and disposed of in an upland location outside of flood plains unless otherwise specified in the Contract.

Construction operations in waters of the United States as defined in 33 CFR Part 328.3, including wetlands, shall be restricted to areas and activities authorized by the U.S. Army Corps of Engineers as shown in the Contract. Fording waters shall be allowed only as authorized by the U.S. Army Corps of Engineers 404 Permit. Wetland areas outside of the permitted limits of disturbance shall not be used for storage, parking, waste disposal, access, borrow material, or any other construction support activity.

Pollutant byproducts of highway construction, such as concrete, asphalt, solids, sludges, pollutants removed in the course of treatment of wastewater, excavation or excess fill material, and material from sediment traps shall be handled, stockpiled, and disposed of in a manner that prevents entry into State waters, including wetlands. Removal of concrete waste and washout water from mixer trucks, concrete finishing tools, concrete saw, and all concrete material removed in the course of construction operations or cleaning shall be performed in a manner that prevents waste material from entering State waters and shall not leave the site as surface runoff. A minimum of ten days prior to the start of the construction activity, the Contractor shall submit in writing a Method Statement for Containing Pollutant Byproducts to the Engineer for

approval.

The use of chemicals such as soil stabilizers, dust palliatives, herbicides, growth inhibitors, fertilizers, deicing salts, etc., shall be in accordance with the manufacturer's recommended application rates, frequency, and instructions.

All materials stored on-site shall be stored in a neat, orderly manner, in their original containers, with the original manufacturer's label. Materials shall not be stored in a location where they may be carried into State waters at any time.

Spill prevention and containment measures conforming to Section 208 shall be used at storage, and equipment fueling and servicing areas to prevent the pollution of any State waters, including wetlands. All spills shall be cleaned up immediately after discovery, or contained until appropriate cleanup methods can be employed. Manufacturer's recommended methods for spill cleanup shall be followed, along with proper disposal methods. When required by the Colorado Water Quality Control Act, Regulation 5 CCR 1002-61, spills shall be reported to the Engineer and CDPHE in writing.

The Contractor shall prevent construction activities from causing grass or brush fires.

The construction activities shall not impair Indian tribal rights, including, but not limited to, water rights, and treaty fishing and hunting rights.

Prior to start of work, the Contractor shall certify in writing to the Engineer that construction equipment has been cleaned prior to initial site arrival. Vehicles and equipment shall be free of soil and debris capable of transporting noxious weed seeds or invasive species onto the site. Additional equipment required for construction shall also be certified prior to being brought onto the project site.

Vehicles which have been certified by the Contractor as having been cleaned prior to arrival on site may be cleaned on site at an approved area where wash water can be properly contained. Vehicles leaving and reentering the project site shall be recertified.

At the end of each day the Contractor shall collect all trash and dispose of it in appropriate containers.

All construction site wastes shall be properly managed to prevent potential pollution of State waters. Construction waste that is considered a pollutant or contaminant shall be collected and disposed of in appropriate containers. This material may be stockpiled on the project when it is contained or protected by an appropriate control measure.

Discharges from the project area shall not cause, have the reasonable potential to cause, or measurably contribute to an exceedance of any applicable water quality standard, including narrative standards for water quality.

Stormwater Construction Permit. A Colorado Discharge Permit System Stormwater Construction Permit (CDPS-SCP) is not required for this project. A CDPS-SCP will be obtained from CDPHE, if any of the following activities apply:

1. Construction sites that will disturb one acre or more; or
2. Construction sites that are part of a common plan of development or sale; or
3. It is specified in the contract; or

Stormwater discharges that are designated by the division as needing a stormwater permit because the discharge:

1. Contributes to a violation of a water quality standard; or
2. is a significant contributor of pollutants to State waters.

Dewatering, erosion control for dewatering, and disposal of water resulting from dewatering operations, including all costs for permits, will not be measured and paid for separately, but shall be included in the work.

The Contractor shall be liable for any penalty (including monetary fines) applied to the Department caused by the Contractor's noncompliance with any water quality permit or certification. Monetary fines shall be deducted from any money due to the Contractor. If the monetary fine is in excess of all the money due to the Contractor, then the Contractor shall pay to the Department the amount of such excess.

The Contractor shall not receive additional compensation, or time extensions, for any disruption of work or loss of time caused by any actions brought against the Contractor for failure to comply with good Engineering, hydrologic and pollution control practices.

If a spill occurs as a direct result of the Contractor's actions or negligence, the cleanup of such spill shall be performed by the Contractor at the Contractor's expense.

Areas exposed to erosion by fire resulting from the Contractor's operations shall be stabilized in accordance with Section 208 by the Contractor, at the Contractor's expense.

**REVISION OF SECTION 201
CLEARING AND GRUBBING**

Description:

This work consists of clearing, grubbing, removing, and disposing of vegetation and debris within the limits of areas shown in the Contract or required to complete the work. Vegetation and objects designated to remain shall be preserved free from injury or defacement.

Construction Requirements

All surface objects, trees, stumps, roots, and other protruding obstructions not designated to remain shall be cleared and grubbed. Stumps shall be removed to at least six inches below subgrade beneath the sidewalk/trail.

The Contractor shall clear and grub the areas within the excavation or embankment grading limits and shall include the removal from the ground of brush, roots, sod, grass, residue of agricultural crops, sawdust, and other vegetable matter.

No material or debris shall be disposed of within the project limits without the written permission of the Engineer. The Contractor shall make all arrangements *and* obtain written permission from property owners for disposal locations outside the limits and view of the project. Copies of this written agreement shall be furnished to the Engineer before the disposal area is used.

Method Of Measurement

Measurement will be by Lump Sum Basis. When the Contract contains a clearing and grubbing lump sum item, no measurement will be made.

Basis Of Payment

The accepted quantities of clearing and grubbing will be paid for at the contract unit prices on a Lump Sum basis. The lump sum price so bid will be paid and shall be full compensation for clearing and grubbing the entire project.

Partial payments for mobilization will be made periodically as the work progresses with full payment due within the progress period work for clearing and grubbing is completed.

The total sum of all payments shall not exceed the original contract amount bid for the item, regardless of the fact that the Contractor may have, for any reason, shut down the work on the project or moved equipment away from the project and then back again. This shall include shut downs for time count suspensions authorized by the Engineer.

Payment will be made under:

Pay Item	Pay Unit
Clearing and Grubbing	Lump Sum

Where unclassified excavation or embankment are identified, clearing and grubbing will be included in the line item for that work.

**REVISION OF SECTION 202
REMOVAL OF STRUCTURES AND OBSTRUCTIONS**

Section 202 of the Standard Specifications is hereby revised for this project as follows:

Subsection 202.05 shall include the following:

Pavement markings shall be removed from the pavement by grinding unless otherwise approved by the Engineer.

Materials deposited on the pavement as a result of removing pavement markings shall be cleaned from the surface of the street as the work progresses and shall not be allowed to enter the storm drain system.

Subsection 202.04 is not revised but included (in part) for emphasis:

Removal of signs shall include removal of posts, footings, pedestals, sign panels, and brackets.

Subsection 202.07 shall be replaced with the following:

202.07 Pavements, Sidewalks, Curbs. All concrete pavement, asphaltic concrete, sidewalks, structures, curbs, gutters, etc., designated for removal, shall become the property of the Contractor and disposed of properly. The minimum depth of sawing asphalt and concrete shall be full depth.

Concrete Pavement: Removal of Concrete Pavement shall be as designated on the plans (typically shown at driveways, alleys and cross pans) or as directed by the engineer. Concrete Pavement generally consists of concrete greater than 4 inches in thickness and which may contain fiber, rebar, or welded wire fabric.

Sidewalk: Removal of sidewalk shall include removal of all concrete not designated as curb and gutter or concrete pavement. Removal of sidewalk shall include removal of curb ramps which are assumed to be 6" thick. Sidewalk is assumed to be 4" thick. Where designated in the plans, sidewalk shall be saw cut full depth to a neat vertical line and removed. Where an expansion joint occurs within 4' of the saw cut line or a contraction joint occurs within 2' of the saw cut line, the Contractor shall saw cut and remove the remnant portions of sidewalk.

Curb and Gutter: Curb and gutter designated for removal as shown in the plans or as directed by the Engineer shall be saw cut to a neat vertical line at a right angle to the back of curb. Where an expansion joint exists within 4' of the saw cut line or a contraction joint exists within 2' of the saw cut line, the Contractor shall remove the remnant segment.

Removal of Asphalt: Removal of asphalt shall occur adjacent to all curb and gutter or concrete pavement designated for removal and at other locations as shown on the plans. Asphalt shall be cut to a neat vertical line, making square cuts that are parallel and perpendicular to the curb, unless otherwise shown on the plans or as directed by the Engineer. The asphalt shall be cut 2' from the lip of the gutter, unless otherwise shown or as directed by the Engineer. The depth of asphalt to be removed has not been determined.

Subsection 202.08 shall include:

Removal of Fence: Removal of fence shall include removal of posts, footings, and rails, attached signs and any attaching hardware. The contractor shall stabilize portions of the fence to remain in place.

Removal of Obstruction: Removal of obstructions are identified in the plans. Obstructions shall be removed to the extent that they do not interfere with the project. Material removed shall become the property of the Contractor and disposed of properly.

Subsection 202.12 Basis of Payment shall include the following:

<u>Pay Item</u>	<u>Pay Unit</u>
Removal of Fence	LF
Removal of Sidewalk (Concrete Flatwork)	SF
Removal of Curb and Gutter	LF
Removal of Asphalt Mat	SF
Removal of Pavement Markings	SF
Removal of Obstructions	EA
Removal of Ground Sign	EA

Saw cutting will not be measured and paid separately but shall be included in the work.

Curb and Gutter will be designated for removal and measured in linear feet along the flowline prior to removal by the Contractor.

Disposal of concrete containing fiber, rebar or welded wire mesh shall be included in the work.

Removal of concrete flatwork (returns or square returns) adjacent to curb ramps will be measured and paid for as Removal of Curb and Gutter.

Clean up of materials deposited on the pavement as a result of saw cutting or pavement marking removal shall not be paid for separately but shall be included in the work.

**REVISION OF SECTION 203
EARTHWORK
EXCAVATION, EMBANKMENT, AND POTHOLING**

Section 203 of the Standard Specifications is hereby revised for this project as follows:

Description

The work consists of excavation, hauling, disposal, placement, scarify, shaping, and compaction of all materials encountered within the limits of the work necessary for the construction of the roadway in accordance with the Contract.

Materials

Excavation definitions. All excavation will be defined as “unclassified excavation” or “potholing” as described below:

Unclassified Excavation shall consist of removal of all material necessary for the construction of the roadway section to the subgrade elevation, line, and grade shown on the plans or as specified in the contract documents.

Removal of Unsuitable Material. Removal of unsuitable material shall consist of the removal of soils or mixtures of soil and organic matter identified in the Contract or as directed by the Engineer that would be detrimental to the Project or embankment if left in place in its existing condition.

Potholing shall consist of exposing and verifying the location of existing utilities at determined locations to avoid or determine conflicts and as directed.

Subsection 203.03 Embankment Material shall be revised to include:

Where materials obtained from the site are determined to be unsuitable for use or of insufficient quantity to complete the work, the Contractor shall obtain material from other sources for use on the Project. The material shall be considered soil embankment and shall consist of an approved material meeting the general description of Bed Course Material as presented in the subsection 703.07 (a) or Structural Backfill, Class 2 as described in subsection 703.08 (b) of the CDOT Standard Specifications.

Subsection 203.05 (b) Unclassified Excavation shall be revised to include:

Materials excavated from the site shall become the property of the contractor. Excess or unsuitable materials may be placed at locations within the project area provided the material is suitable for the underlying purpose and placement is aesthetically pleasing as approved by the Engineer.

Method of Measurement

Subsection 203.11 shall be revised to include:

Excavation and Embankment, including any imported materials, will not be measured and paid for separately, but shall be paid for at the plan quantity and unless otherwise allowed by the Engineer.

Basis Of Payment

Payment will be made under:

Pay Item	Pay Unit
Unclassified Excavation	CY
Embankment (Import)	CY
Potholing	HR

Efforts to prepare subgrades within the limits of excavation or embankment shall not also be paid as clearing and grubbing but shall be included in the work.

REVISION OF SECTION 207 TOPSOIL

Description

The work consists of importing certified topsoil and placing topsoil on areas shown in the construction plan set, as required to meet field conditions, or as directed by the Engineer.

Materials

Only good quality, certified weed seed free, topsoil shall be used. Topsoil quality should be verified through soil testing with topsoil of acceptable quality generally meeting these characteristics:

1. A loamy texture with balanced proportions of sand, silt and clay.
2. Ideal chemical characteristics :
 - Soil reaction (pH): 5.5 – 7.8
 - Organic Matter Content: 3%
 - Soluble Salt Content (conductivity): <0.8 mmhos/cm for soil: water ration of 1:2
 - Nitrogen: 15 – 20 ppm (typically must be added)
 - Phosphorus: 10 – 15 ppm (Olson bicarbonate method); 20 – 30 ppm (Mehlich III method)
 - Potassium: 50 – 200 ppm
 - Magnesium: 2.0 – 5.0 ppm
 - Sulfur: 2.0 – 5.0 ppm (typically must be added)
 - Zinc: 1.0 – 1.5 ppm
3. Clean and uncontaminated with chemicals or debris.
4. Imported from one location only and from a known source.

Testing certificate shall be provided to the engineer prior to placement.

Construction Requirements

The Contractor shall prepare the areas to receive topsoil. The subgrade for the area shall be established at 4 inches below the finish grade. Preparation shall extend over the disturbed area to the existing, established vegetation. The Contractor shall limit the disturbance to established vegetation.

To reduce the potential damage of extra handling and temporary storage on top of existing vegetation, imported topsoil should be applied to the prepared area following delivery of topsoil to the site. If temporary storage is necessary, the topsoil shall be stored in a protected area outside of the roadway with appropriate BMPs in place.

Method Of Measurement

Topsoil will be measured by the cubic yard, placed and accepted. Measurements will be determined from the prepared subgrade prior to placing any material.

Basis Of Payment

Payment will be made under:

Pay Item	Pay Unit
Topsoil	CY

**REVISION OF SECTION 208
CONCRETE WASHOUT STRUCTURE &
EROSION AND STORMWATER QUALITY CONTROL**

Description

Erosion and Stormwater Quality Control: Erosion and Stormwater Quality Control shall include, but not be limited to inlet protection, stockpile management, erosion control logs, silt fence, gravel bags, other temporary BMPs, and sweeping. Erosion Control shall be in accordance with the REVISION OF CDOT STANDARD SPECIFICATION SECTION 107 contained herein, the City of Colorado Springs Drainage Criteria Manual, Volume II, the stipulations of the City of Colorado Springs MS4 permit and all other state and local requirements.

BASIS OF PAYMENT

Partial payments for erosion and stormwater quality control will be made once each month as a percentage of work complete or per the Contractors anticipated drawdown schedule or as determined and agreed to at the pre-construction meeting.

The total sum of all payments shall not exceed the original contract amount bid for the item, regardless of the fact that the Contractor may have, for any reason, shut down the work on the project or moved equipment away from the project and then back again. This shall include shut downs for time count suspensions authorized by the Engineer.

Basis of Payment shall include the following:

<u>Pay Item</u>	<u>Pay Unit</u>
Concrete Washout Structure	EA
Erosion and Stormwater Quality Control	LS

Payment for the above items will include all labor, equipment, tools, and materials necessary to complete the work which includes installation, maintenance, replacement, removal and proper disposal of materials.

**REVISION OF SECTION 210
RESETS AND RELAYS**

Description

210.01 This work consists of removing, relaying, resetting, or adjusting structures and related materials . All designated items shall be carefully removed, and stored, reinstalled, or adjusted, in a manner that will avoid loss or damage.

Construction Requirements

Subsection 210.02 General shall include:

Rock designated to be re-laid shall be reasonably free of debris before placing in the prepared area as designated on the plans.

Subsection 210.07 Ground Sign shall be revised as follows:

Sign panels and posts designated to be reset shall be removed, cleaned, and reset at designated locations, including all tools, hardware, and labor necessary to install the sign panels and posts to the City standard, unless otherwise directed by the Engineer.

Method of Measurement

Reset signs will be measured by the actual number of signs restored for service at the new location, completed and accepted.

No measurement will be made for Relay Rock.

Basis of Payment

The accepted quantities, measured as provided above, will be paid for at the contract price or each of the pay items listed below that appear in the bid schedule.

Payment will be made under:

Pay Item	Pay Unit
Reset Ground Sign	EA
Relay Rock (River)	CY

**REVISION OF SECTION 212, 213
LANDSCAPE RESTORATION**

Description

This work consists of furnishing and applying a mixture of wood fiber, seed, fertilizer, and stabilizing emulsion with hydro-mulch equipment on disturbed areas and areas prepared with topsoil in accordance with the Contract, City of Colorado Springs Standard Specifications Manual Sections 900 Seeding, Fertilizer, Mulching and Sodding, Subsections 900.01, 900.02, and 900.03, or as directed.

Materials

Seed shall be in accordance with City of Colorado Springs Standard Specifications Manual Section 900 Seeding, Fertilizer, Mulching and Sodding, Subsection 900.02 A, or other seed mix approved by the City.

Wood Cellulose Fiber Mulch to be mixed with the seed shall be in accordance with City of Colorado Springs Standard Specifications Manual Section 900 Seeding, Fertilizer, Mulching and Sodding, Subsection 900.02 C, or other mulch approved by the City.

Construction Requirements

Seed and wood cellulose fiber mulch (hydroseed) shall be applied in accordance with City of Colorado Springs Standard Specifications Manual Section 900 Seeding, Fertilizer, Mulching and Sodding, Subsection 900.02 C, or other method approved by the City.

Hydroseed shall be applied immediately after the finished grade has been established to reduce excessive weed growth.

After application, the Contractor shall not operate any equipment over the covered area.

Method of Measurement

Hydroseeding will be measured by the square foot. If the disturbed area is limited to the area prepared for topsoil, the measured area for hydroseeding will be calculated by the measured area of topsoil plus the area of an additional foot to allow for overspray.

Basis of Payment

Payment will be made under:

Pay Item	Pay Unit
Seeding (Hydroseed)	SF

Water, wood fiber, seed, fertilizer, and stabilizing emulsion for mulch tackifier will not be measured and paid for separately but shall be included in the work.

Payment for hydroseed will be full compensation for all work, equipment, and materials required to complete the item.

**REVISION OF SECTION 213 AND 624
LANDSCAPE ROCK AND LANDSCAPE AREA DRAIN**

Description

This work consists of establishing the subgrade surface, installing an area drain, placing weed barrier fabric, and placing landscape rock in an aesthetically please manner.

Materials

Landscape rock shall be a rounded river rock, 4"-8", selected to match the existing rock on site as closely as possible.

Geotextile fabric shall be selected from the CDOT approved product list for separation, class 3 or as approved by the Engineer.

The Landscape Area Drain assembly is generally depicted in the plans to include an atrium grate at the inlet, 90° HDPE elbow, 4" HDPE triple wall pipe, and a grated wedge drain at the outlet. The Contractor may propose other suitable products for review and acceptance by the Engineer.

Construction Requirements

Geotextile fabric shall be installed to within 1" of the top of curb in the landscape area island. Fabric shall overlap a minimum of 6" unless otherwise specified by the manufacturer. Fabric staples shall be installed at intervals not to exceed 3' unless otherwise specified by the manufacturer.

The Landscape Area Drain shall be installed in accordance with industry standards and according to manufacturer's guidelines to include primer, glue, couplers or other items that will be considered incidental. The pipe shall be installed with positive drainage flowing out of the landscape island.

Sidewalk above the drainage pipe shall be impressed with the letter 'S' to mark the location of the pipe.

Landscape rock shall be placed carefully so as not to puncture or disturb the underlying fabric. Depth of the rock varies based on the subgrade preparation, but the final surface shall be generally uniform and level with the top of curb of the island.

Method of Measurement

The Landscape Area Drain will be paid as a lump sum for the assembly that is completed and accepted.

Landscape rock will not be measured but will be paid at plan quantity unless otherwise determined in the field by the Engineer.

Basis of Payment

Payment will be made under:

Pay Item	Pay Unit
Landscape Rock (River (4"-8"))(with fabric)	CY
4" Area Drain Assembly	LS

Geotextile and staples will not be paid separately but included in the work.

**ADDITION OF SECTION 240
PROTECTION OF MIGRATORY BIRDS
BIOLOGICAL WORK PERFORMED BY THE CONTRACTOR'S BIOLOGIST**

Section 240 is hereby added to the Standard Specifications for this project as follows:

DESCRIPTION

240.01 This work consists of protecting migratory birds during construction.

MATERIALS AND CONSTRUCTION REQUIREMENTS

240.02 The Contractor shall schedule all work to avoid taking (pursue, hunt, take, capture or kill; attempt to take, capture, kill or possess) migratory birds protected by the Migratory Bird Treaty Act (MBTA). The Contractor shall retain a qualified wildlife biologist for this project. The wildlife biologist shall have a minimum of three years' experience conducting migratory bird surveys and implementing the requirements of the MBTA. The Contractor shall submit documentation of the biologist's education and experience to the Engineer for acceptance. A biologist with less experience may be used by the Contractor subject to the approval of the Engineer based on review of the biologist's qualifications.

The wildlife biologist shall record the location of each protected nest, bird species, the protection method used, and the date installed. A copy of these records shall be submitted to the Engineer.

- (a) *Vegetation Removal.* When possible, vegetation shall be cleared prior to the time when active nests are present. Vegetation removal activities (aka – “clearing and grubbing”) shall be timed to avoid the migratory bird breeding season which begins on April 1 and runs to August 31. All areas scheduled for clearing and grubbing between April 1 and August 31 shall first be surveyed within the work limits for active migratory bird nests. The Contractor's wildlife biologist shall also survey for active migratory bird nests within 50 feet outside work limits. If necessary to do so, the contractor personnel shall enter areas outside City right of way only if a written, signed document granting permission to enter the property has been obtained from the property owner. The Contractor shall document all denials of permission to enter property. The Contractor shall avoid all active migratory bird nests as well as the area within 50 feet of the active nests or the area within the distance recommended by the biologist until all nests within that area have become inactive. Inactive nest removal and other necessary measures shall be incorporated into the work as follows:

Tree and Shrub Removal or Trimming as well as Grasses and Other Vegetation Management.

Tree and shrub removal, trimming, and any other vegetation clearing and grubbing (including ground-cover) shall occur before April 1 or after August 31 if possible. If this work will occur between April 1 and August 31, a survey for active nests shall be conducted by the wildlife biologist within the seven days immediately prior to the beginning of work in each area of tree and shrub removal or trimming. The survey shall be conducted for each phase of tree and shrub removal or trimming.

If an active nest containing eggs or young birds is found, the area containing the active nest shall remain undisturbed and protected until the nest becomes inactive. If within the project boundaries, the nest shall be protected by placing fence (plastic) a minimum distance of 50 feet from each nest to be undisturbed. If it is deemed impossible to fence the area due to location of nest, a buffer zone of 50' will be measured and this excluded area shall be indicated as a “NO WORK” zone within the project boundaries either by flagging or partial fencing as appropriate.

Work shall not proceed within the 50' buffer area, whether fenced or unfenced, until the young have fledged or the nests have become inactive.

If the fence barrier or flagging indicator is knocked down or destroyed by the Contractor, the Engineer will suspend the work, wholly or in part, until the fence is satisfactorily repaired at the Contractor's expense. Time lost due to such suspension will not be considered a basis for adjustment of time charges, but will be charged as contract time.

(b) *Raptors*. The wildlife biologist shall conduct raptor nest surveys within 0.5 mile of the construction site within the seven days immediately prior to the start of construction and prior to each construction phase. This survey can be done with binoculars. If construction activities are located within the Colorado Parks and Wildlife (CPW) recommended buffer zone for specific raptors, "NO WORK" zones shall be established around active sites during construction according to the CPW standards or as recommended by the wildlife biologist in consultation with the CPW. The "NO WORK" zone shall be marked with either fencing or signing. Work shall not proceed within a "NO WORK" zone until the wildlife biologist has determined that the young have fledged or the nest is unoccupied.

(c) *Taking of a Migratory Bird*. The taking of a migratory bird shall be reported to the Engineer. The Contractor shall be responsible for all penalties levied by the U. S. Fish and Wildlife Service (USFWS) for the taking of a migratory bird.

METHOD OF MEASUREMENT

240.03 Wildlife Biologist will be measured by the actual authorized number of hours a wildlife biologist is on site performing the required tasks.

Removal of nests will be measured by the actual number of man-hours spent removing inactive nests just prior to the breeding season, April 1 through August 31. During this period, the Contractor shall submit to the Engineer each week for approval a list of the workers who removed nests and the number of hours each one spent removing inactive nests.

BASIS OF PAYMENT

240.04 The accepted quantities measured as provided above will be paid for at the contract unit price for each of the pay items listed below that appear in the bid schedule.

Payment will be made under:

Pay Item	Pay Unit
Wildlife Biologist	HR

Payment for Wildlife Biologist will be full compensation for all work and materials required to complete the item, including wildlife biologist, wildlife survey, documentation (record of nest location and protection method), and removal of nests.

Clearing and grubbing will be measured and paid for in accordance with Section 201. Mowing will not

be measured and paid for separately, but shall be included in the work.

Removal and trimming of trees will be measured and paid for in accordance with Section 202.

Fence (Plastic) will be measured and paid for in accordance with Section 607.

**REVISION OF SECTION 403
HOT MIX ASPHALT (PATCHING)**

Section 403 of the Standard Specifications is hereby revised for the project as follows:

Materials

Delete Subsection 403.02 and replace it with the following:

Hot Mix Asphalt (Patching) and Hot Mix Asphalt (5-Inch) (64-28): Hot Mix Asphalt shall be a City-approved mix design and in accordance with the Pikes Peak Region Asphalt paving Specifications, Version 6.

Temporary asphalt patching may be either hot or cold mix.

Construction

Delete the first sentence of Subsection 403.03 and replace it with the following:

The construction requirements shall conform to the requirements of the City of Colorado Springs Specifications and the Pikes Peak Region Asphalt Specification.

The depth of asphalt patch shall match the existing pavement thickness or 6" minimum, whichever is greater. Where asphalt removal extends into the base course, the contractor shall provide a compacted granular fill meeting the specifications of CDOT's Class 6 aggregate base course or other City approved base course specification. Areas to be patched shall be excavated and squared to a neat, vertical line to a width suitable for hand operated compaction equipment (typically two feet). Prior to placement of the patch the exposed sides of the existing pavement shall be thoroughly coated with emulsified asphalt (slow-setting). Hot mix asphalt shall then be placed and compacted in succeeding layers not to exceed 3 inches in depth. The top course shall be compacted in a minimum 2" lift.

In cold or wet weather conditions that do not permit a permanent asphalt pavement replacement, the Contractor shall install a minimum 2" bituminous pavement patch prior to opening the area to traffic as a temporary measure until the permanent asphalt pavement replacement can be installed. This item shall be incidental to any work requiring such removal of asphalt and shall be included in the unit price of the related item of work.

Method of Measurement

Hot Mix Asphalt (Patching) will be measured in Square Feet.

Basis of Payment

Subsection 403.05 shall include the following:

Pay Item

HMA (Patching)

Pay Unit

SF

Aggregate Base Course for patching will not be measured and paid for separately.

Emulsified asphalt (tack coat) for patching will not be measured and paid for separately.

REVISION OF SECTION 503 CAISSONS

Description

503.01 This work consists of furnishing all materials, labor, tools, equipment, services and incidentals necessary to construct the drilled caissons in accordance with the *Colorado Springs City Traffic Signal Installation and Parts Specifications for Contractors*, Contract Documents and this entirety of this specification.

Materials

503.05 Concrete (reiterated for emphasis): Concrete used in the construction of drilled caissons for signal foundations shall be Class BZ in accordance with Section 601.

Concrete used for drilled caissons for push button pedestal foundations shall be a City-approved mix design with a minimum of 4,000 psi.

503.06 Reinforcing Steel (reiterated for emphasis): Reinforcing steel shall be per Section 602. When necessary, vertical bars shall be bundled in order to maximize clear space between vertical reinforcement. Rolled hoops or bundled spirals shall be used in order to maximize the clear space between horizontal reinforcement. Reinforcing steel cages for drilled shafts with varying shaft and socket diameters shall be designed with a single, uniform diameter. At all times, the reinforcing bars and fabricated steel reinforcing cage shall be supported off the ground surface and shall be protected from contamination of mud, oils and solvents, and other deleterious materials. The steel shall be free of excessive rust (flaking, peeling, and thick coating) at the time of cage placement into the hole. Any contamination or excessive rust shall be cleaned and removed by the Contractor to the Engineer's acceptance before placement.

Construction Requirements

The contractor shall refer to Chapter 13 of the *Colorado Springs City Traffic Signal Installation and Parts Specifications for Contractors* for additional notes and requirements.

Drilled caissons are anticipated to be installed using the Dry Construction Method. However, the Contractor shall be responsible for determining the appropriate method of construction.

Prior to construction of the drilled caisson, the Contractor shall attend a pre-activity meeting with their subs and the construction management team to discuss the approach to the work and review the requirements.

Grounding Details. Refer to "**City of Colorado Springs Traffic Signal Grounding Methods**" manual for greater details. Manual is located on City web site: [Springsgov.com/City engineering/Reference Materials/Standard Specifications & Traffic Manuals](http://Springsgov.com/City%20engineering/Reference%20Materials/Standard%20Specifications%20&%20Traffic%20Manuals).

13.12.1 Equipment Grounding Conductor (EGC) Use at least 10 gauge, insulated, green, stranded copper. Refer to "City of Colorado Springs Traffic Signal Grounding Methods" manual.

13.12.2 Ground pole using UFER grounding electrode conductor (GEC)- at least 6gauge, Bare, stranded copper.

13.12.3 Connect to rebar cage of concrete foundation using clamp suitable for submersion in concrete.

503.17 Assembly and Placement of Reinforcing Steel (reiterated for emphasis): The Contractor shall show bracing and any extra reinforcing steel required for assembling, transportation, or placement of the cage on the shop drawings. The Contractor shall be responsible for engineering the temporary support and bracing of the reinforcing cages to ensure that they maintain their planned configuration during assembly, transportation, and installation.

The reinforcing cage shall be rigidly braced to retain its configuration during handling and construction. Individual or loose bars will not be permitted. All intersections of vertical and horizontal bars shall be tied. At least four vertical bars of each cage, equally spaced around the circumference, shall be tied at all reinforcement intersections with double wire ties. The remaining reinforcement intersections in each cage shall be tied with single wire ties.

The reinforcement shall be carefully positioned and securely fastened to provide the minimum clearances specified or shown on the Plans, and to ensure that no displacement of the reinforcing steel cage occurs during placement of the concrete. Splicing of the reinforcement cage during placement of the cage in the shaft excavation will not be permitted unless otherwise shown on the Plans or approved by the Engineer. If the reinforcing cage is spliced during placement of the cage into the drilled shaft excavation, the splice details and location of the splices shall be per the Plans and the accepted Drilled Shaft Installation Plan. In addition, the work shall be performed within the time limits specified in subsection 503.13.

The steel reinforcing cage shall be securely held in position throughout the concrete placement operation. The reinforcing steel cage shall be supported from the top during the placement of the concrete to achieve the clearances shown on the Plans. Setting the cage on the bottom of the hole will not be permitted. The support system shall be concentric to prevent racking and displacement of the cage. The reinforcing steel in the drilled shaft shall be tied and supported so that the location of the reinforcing steel will remain within allowable tolerance. Concrete spacers or other approved non-corrosive spacing devices shall be used at sufficient intervals (near the bottom, the top, and at intervals not exceeding 10 feet vertically) to ensure concentric spacing for the entire cage length. The number of spacers required at each level will be one spacer for each foot of excavation diameter, with a minimum of four spacers at each level. The spacers shall be of adequate dimension to ensure an annular space between the outside of the reinforcing cage and the side of the excavation along the entire length of the drilled shaft as shown on the Plans. Acceptable feet made of plastic or concrete (bottom supports) shall be provided to ensure that the bottom of the cage is maintained at the proper distance above the base of the excavation unless the cage is suspended from a fixed base during the concrete pour.

Concrete cover for the reinforcing steel shall be 3 at the bottom of the drilled shaft.

Testing and Verification

Delete subsection 503.20.

Method of Measurement

Drilled shafts will be measured by the linear foot from the elevation shown on the plans to the bottom of the hole as drilled.

BASIS OF PAYMENT

503.23 The unit price of drilled shafts shall be full compensation for making all excavations; hauling and disposal of excavated material; provision and disposal of slurry, performing all necessary pumping; furnishing and placing required concrete and reinforcement steel; all backfilling; furnishing, placing, and removing temporary casings; and for furnishing all tools, labor, equipment, and incidentals necessary to complete the work. Costs associated with repairing defects found in the drilled shaft shall be included in the cost of the drilled shaft.

Payment will be made under:

Pay Item	Pay Unit
Drilled Shaft (Inch) Linear Foot	LF

If the concrete does not meet the requirements of Section 601, price reductions will be applied to the drilled caisson pay item.

Payment for furnishing permanent casing, if required to complete the work, will be consider by the Engineer on a case-by-case basis.

**REVISION OF SECTION 601
CONCRETE WALL**

Description

503.01 This work consists of furnishing all materials, labor, tools, equipment, services and incidentals necessary to place portland cement concrete in accordance with these specifications and in conformity with the lines, grades and dimensions as shown on the plans or directed by the Engineer.

Materials

Concrete shall be a mix design approved by the City for use in concrete sidewalks, air entrained, with a minimum 4,000 psi.

Reinforcing steel shall be per Section 602.

Construction

Construction of forms, placement of concrete, curing concrete, and finishing hardened concrete surfaces shall follow the requirements of this section.

Exposed concrete edges and corners shall be formed with 3/4-inch beveled edges.

Method of Measurement

Concrete Wall will be measured by the linear foot of reinforced concrete wall installed according to the dimensions on the plan and accepted.

Basis of Payment

Payment will be made under:

Pay Item	Pay Unit
Concrete Wall (2 foot)(Reinforced)	LF

Reinforcing bar will not be measured and paid for separately but shall be included in the work.

Additional payment will not be made for cold weather protection.

REVISION OF SECTION 608 SIDEWALKS

Section 608 of the Standard Specifications is hereby revised for this project as follows:

Materials

Paragraph 2 of Section 608.02 shall be deleted and replaced with the following:

Concrete for sidewalks and pedestrian ramps shall be a City approved mix design.

Expansion joint material shall be ½" preformed expansion joint filler.

Joint sealant shall be a polyurethane sealant.

Detectable Warnings shall be a product identified on the City's pre-approved product list available on the City's website. Equivalent products that are not included in the City's Preapproved Material List may be submitted for review and acceptance.

Construction Requirements

Section 608.03 Concrete Sidewalks shall include the following:

Construction of ramps and turning spaces shall comply with the series of drawings that compose City Standard Drawings No 8.

Sidewalks shall be four inches (4") in thickness and a minimum of five feet (5') in width. Sidewalks for trail use shall be six inches (6") in thickness or five inches (5") when reinforced with an approved synthetic fiber. Sidewalks shall be eight inches (8") in thickness at all alley and commercial driveway crossings and shall be reinforced with steel bars per the City Standard Details. Pedestrian ramps shall be six inches (6") in thickness and a minimum of five feet (5') in width unless otherwise shown. Sidewalks and ramps shall have a minimum cross slope of 1% (1/2 inch vertical per 50 inches horizontal) and a maximum cross slope of 2% (1 inch per 50 inches) sloped toward the roadway, unless otherwise shown in the plans or directed by the Engineer.

(b) Forms for sidewalk and ramp construction shall be set to a cross slope of 1.5% to maintain the minimum and maximum tolerances. Forms for ramp construction shall be set to a running slope of 7.5% so as not to exceed the maximum tolerance.

(d) The Contractor shall stamp the concrete with the Contractor's name and the year. Curb ramps shall be stamped in the upper right corner. Sidewalks shall be stamped at intervals not to exceed 100'.

(e) Expansion joints shall be installed on sidewalks and trails at intervals not to exceed 500 ft.

Expansion joint material shall be installed to isolate curb ramps from the adjacent sidewalk and colored, patterned concrete and shall be installed to isolate colored, patterned concrete from adjacent curb and sidewalks.

Contraction joints shall be installed at intervals not to exceed five feet (5') and shall be at least one and one-half inch (1-1/2") in depth.

Contraction joints for sidewalk installed for trail use, 6 inch or 5 inch concrete with fiber, shall be sawcut and not tooled. Joints shall be cut 1/4 - 1/3 depth as soon as the concrete will allow but no more than 24 hours after placing concrete.

(g) Curb ramps shall have a maximum running slope of 8.33% (1 inch vertical per 12 inches horizontal). The maximum difference in grades between the curb ramp and the adjacent gutter pan is 13.3% and the transition between the two surfaces shall be flush. Detectable warnings shall be a minimum of two feet (2') long and extend the entire width of the curb ramp.

(h) *Inspections.* The Contractor shall coordinate the inspection and acceptance of all curb ramps and landings with the City of Colorado Springs' Accessibility Inspector. The Contractor shall call AJ Jurado by 3:00 pm the day before a concrete pour that includes a ramp or landing area.

Section 604.07 Basis of Payment shall include the following pay items:

<u>Pay Item</u>	<u>Pay Unit</u>
Concrete Sidewalk (4 Inch)	SF
Concrete Sidewalk (Trail) (5 Inch) (with fiber)	SF
Concrete Sidewalk (6 Inch) (Reinforced)	SF
Curb Ramp (6 Inch)	SF

Curb ramps shall include installation of the detectable warning areas per the standard details.

The detectable warning area will not be measured separately but shall be included in the bid price for concrete curb ramps.

Sidewalk, ramps, and portions of the curb installed by the Contractor that are determined to be out of the acceptable tolerances shall be removed and replaced by the Contractor at no additional cost to the project.

Sidewalks (8 Inch) that are placed in conjunction with a driveway/alley will be measured and paid as Concrete Pavement.

Additional payment will not be made for cold-weather concrete work. Costs for cold-weather concreting (blankets, hot water, heat source when necessary, etc.) shall be included in the unit price for that item.

**REVISION OF SECTION 609
CURB AND GUTTER**

Section 609 of the Standard Specifications is hereby revised for this project as follows:

Materials

Paragraph 2 of Section 609.02 shall be deleted and replaced with the following:

Concrete for curb and gutter shall be a City approved mix design.

Construction Requirements

Delete subsection 609.03 (a) and replace with the following:

(a) *Excavation.* Excavation shall be made to the required depth and to a width that will permit the installation and bracing of the forms. The foundation shall be shaped and compacted to a firm even surface conforming to the section shown on the plans or as staked. When the Engineer determines that material is uncompactable, the material shall be removed and replaced with 6 inches of Class 6 ABC and compacted.

Curb and gutter installed in locations where curb and gutter does not currently exist shall require 6 inches of compacted Class 6 ABC.

Subsection 609.03 shall include the following:

(b) Forms of the proper radii shall be used for curbs having a radius of less than two hundred feet (200'). All forms shall have the dimensions of the City of Colorado Springs specified curb and gutter sections.

Basis of Payment

Subsection 609.07 Basis of Payment shall include the following additional pay items:

Pay Item	Pay Unit
COS Standard Curb and Gutter Type 1	LF

Additional payment will not be made for cold-weather concrete work. Costs for cold-weather concreting in accordance with ACI 306 (blankets, hot water, heat source when necessary, etc.), but shall be included in the unit price for that item.

Aggregate Base Course required for replacement of Curb and Gutter will not be measured and paid for separately, but shall be included in the work.

Compaction, water, and all other work necessary to complete the above items will not be measured and paid for separately, but shall be included in the work.

**REVISION OF SECTION 610
MEDIAN COVER MATERIAL
AND COLORED, PATTERNED CONCRETE**

Description

Section 610 of the Standard Specifications is hereby revised for this project as follows:

Subsection 610.01 shall include the following:

Designated areas in the plans are called out as 'Patterned Concrete'.

Materials

Delete Paragraph 2 of subsection 610.02 and replace with the following:

Concrete for median cover shall be 4" min., integrally colored concrete from a City approved mix design. Coloring agent shall be consistent with what is locally termed 'Springs Brown', or an approved equal.

Subsection 610.02 shall include the following information:

Patterned concrete shall comply with the City of Colorado Springs, Standard Drawing D-24 and the notes as presented in the MMT Route 8 construction drawing detail sheets, or as directed by the Engineer.

Basis of Payment

Subsection 610.05 shall include the following pay item:

Pay Item	Pay Unit
Cover Material (Patterned Concrete)	Square Feet

Additional payment will not be made for cold-weather concrete work. Costs for cold-weather concreting (blankets, hot water, heat source when necessary, etc.), but shall be included in the unit price for that item.

Compaction, water, and all other work necessary to complete the above items will not be measured and paid for separately but shall be included in the work.

**REVISION OF SECTION 613 & 614
TRAFFIC SIGNAL PARTS AND INSTALLATION**

Section 613 and 614 of the Standard Specifications is hereby revised for this project as follows:

Description

Subsection 613.01 and 614.01 shall be revised to include:

The work shall consist of coordinating pick up or delivery of materials from Traffic Engineering, and storing and handling the equipment on the various project sites.

The work consists of installing conduits, wiring, traffic signals, systems, and components in accordance with the *Colorado Springs City Traffic Signal Installation and Parts Specifications for Contractors* and the *Colorado Springs Utilities Electric Line Extension and Service Standards*.

Materials

Subsection 613.02 and 614.02 shall include the following:

All traffic signal equipment will be supplied by the City.

Incidental materials (e.g. pull wire, tape, electric connectors, etc.) shall be provided by the Contractor.

Construction Requirements

All construction shall comply with the *Colorado Springs City Traffic Signal Installation and Parts Specifications for Contractors* and the *Colorado Springs Utilities Electric Line Extension and Service Standards*.

Method of Measurement

Measurement will be based on the pay unit of items installed and accepted by the City.

Basis of Payment

Accepted quantities will be paid for at the contract price per unit for the following pay items:

Pay Item	Pay Unit
2 Inch Electrical Conduit	LF
3 Inch Electrical Conduit	LF
Wiring	EA
City Pull Box (30"X17"X18")(Install Only)	EA
City Pull Box (24"X36"X18")(Install Only)	EA
Power Meter Pedestal	EA
Sign Panel (Class I)	EA
Traffic Signal Face (12-12-12)(Install Only)	EA
Pedestrian Push Button (5')(Install Only)	EA
Pedestrian Signal Face (Countdown)(Install Only)	EA
Traffic Signal Pole (Mast Arm)(Luminaire)(Install Only)	EA
332 C/S Cabinet System (Install Only)	EA
Rock Fiber Controller Base (Install Only)	EA

Wiring, Lump Sum, shall include all work to complete a functional pedestrian activated signal to include coordination and connection from the power supply.

No additional payment will be made for incidental hardware, materials and supplies required to complete the work.

**REVISION OF SECTION 626
MOBILIZATION**

Description:

This work consists of the mobilization of personnel, equipment and supplies at the project site in preparation for work on the project. This item shall also include the establishment of the Contractor's offices, buildings and other necessary facilities, and all other costs incurred or labor and operations which must be performed prior to beginning the other items under the Contract.

This item shall also include coordination for pick up and/or delivery of all signal equipment from Traffic Engineering.

Basis of Payment

Partial payments for mobilization will be made periodically as the work progresses. These partial payments will be made as follows:

1. When 10% of the original contract amount is earned, 50% of the amount bid for mobilization will be paid.
2. When 50% of the original contract amount is earned, 100% of the amount bid for mobilization will be paid.

The total sum of all payments shall not exceed the original contract amount bid for the item, regardless of the fact that the Contractor may have, for any reason, shut down the work on the project or moved equipment away from the project and then back again. This shall include shut downs for time count suspensions authorized by the Engineer.

For the purpose of this Section the term "original contract amount" as used above shall mean the amount bid for the construction items in the Contract not including the amount bid for mobilization. Payments for materials on hand, as described in subsection 109.07, will not be included as a percent of original contract amount earned until said materials on hand have been incorporated into the work and accepted and paid for as contract items.

These payments shall be independent of partial payments as defined in subsection 109.06. Payment will be full compensation for all work necessary to complete the item.

Payments will be made under:

Pay Item	Pay Unit
Mobilization	Lump Sum

Nothing herein shall be construed to limit or preclude partial payments for other items as provided for by the Contract.

REVISION OF SECTION 627
PREFORMED THERMOPLASTIC PAVEMENT MARKINGS

DESCRIPTION

This item includes preformed, thermoplastic pavement markings for crosswalks, stop lines, lane lines, symbols, words and other types of traffic controls. Pavement markings shall be installed at the location and in accordance with patterns indicated on the plans or as ordered by the Engineer, and in conformance with the MUTCD and these specifications.

MATERIALS

Preformed Thermoplastic. The markings shall consist of a resilient white or yellow (or other designated color) thermoplastic product with glass beads uniformly distributed throughout the entire cross sectional area.

Preformed thermoplastic shall be capable of application on new and existing asphalt and Portland cement concrete surfaces and shall meet the requirements of AASHTO M249.

Thickness shall be specified at 125 Mils.

Glass Beads. Only preformed thermoplastic containing white retro reflective glass beads intermixed throughout shall be used. Glass beads are additionally applied during installation when the surface is liquefied to the surface of the marking. Glass beads applied to the surface of pre-formed thermoplastic pavement markings shall meet the requirements of NYSDOT Standard Specifications Section 727-05.

Approved Preformed Thermoplastic Materials. Products pre-approved by City Traffic with a Manufacturer's certification that the product meets the requirements of this specification, or a product 'approved equal' as determined by the Engineer, are deemed acceptable for use.

CONSTRUCTION REQUIREMENTS

General. All pavement markings and patterns shall be placed as shown on the Contract documents and in accordance with the MUTCD.

Surface Preparation. The Contractor shall clean the pavement and existing durable markings. At the time of application, all pavement surfaces and existing durable markings shall be dry and free of oil, dirt, dust, grease and similar foreign materials.

The preformed thermoplastic markings may be installed on top of existing thermoplastic markings after all loose material has been removed. The preformed thermoplastic markings shall not be installed on top of existing preformed plastic pavement markings without first removing the existing markings to a depth that insures removal of the adhesive backing of the preformed plastic. It shall not be installed on top of pavement marking paint without first removing the paint.

Preformed Thermoplastic Application Equipment. The Contractor shall use a heating method specifically recommended by the manufacturer for the installation of preformed thermoplastic markings.

Thermoplastic Primer. All Portland cement pavement surfaces shall be primed. The primer shall be either a one-component or a two-component, cold or hot applied material of the type recommended by B24-T027MZ

the manufacturer of the thermoplastic pavement marking material.

METHOD OF MEASUREMENT

Preformed letters and symbols installed on the project and accepted by the Engineer will be measured in the field or determined from the manufacturer's measurements.

BASIS OF PAYMENT

The accepted quantities of markings will be paid for at the contract unit price, which shall include the cost of furnishing all labor, materials and equipment to satisfactorily complete the work. The cost for maintaining and protecting traffic during the marking operations shall be included in the price bid. The cost of removal of concrete curing compounds and existing pavement markings will be paid under separate items and are not included in this item.

Pay Item	Pay Unit
Thermoplastic Pavement Markings (Xwalk-Stopline)	SF
Thermoplastic Pavement Markings (Symbol)	SF

Glass beads shall not be measured and paid for separately but shall be included in the cost of the work.

REVISION OF SECTION 630 CONSTRUCTION ZONE TRAFFIC CONTROL

This work consists of furnishing, installing, moving, maintaining, and removing temporary traffic signs, advance warning arrow panels, barricades, channeling devices, delineators, and temporary pavement markings as required by the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) and the MUTCD Supplement for the City of Colorado Springs.

Materials

Construction traffic signs and pavement markings shall conform to the City of Colorado Springs Signage and Pavement Markings Guidelines.

All other materials shall conform to the applicable subsections of the City of Colorado Springs' manual, Traffic Control for Street Construction, Utility Work and Maintenance Operations.

Construction Requirements

Construction Zone Traffic Control:

The Contractor is responsible for preparing a traffic control plan and identifying City standard Methods for Handling Traffic (MHTs) for approval by the Engineer.

At least 72 hours prior to starting construction, the Contractor shall notify the Engineer of the date the Contractor intends to start construction.

The Contractor shall notify all affected residents and/or property owners a minimum of 48 hours prior to restricting normal access from public streets to adjacent properties. Notification shall include the approximate duration of the restriction and the best alternate access route for that particular property. Any closure of access to or from adjacent the property shall be submitted to the Engineer and approved prior to implementation.

During the construction of this project, traffic shall use the present traveled roadway unless identified on the plans or approved by the Engineer.

The Contractor shall not have construction equipment or materials in the lanes open to traffic at any time, unless approved by the Engineer.

Where practicable, the Contractor shall keep the pedestrian crossings open and in acceptable condition and shall comply with the current ADA (Americans with Disabilities Act) requirements while project improvements are being constructed. In cases where it is not practical to keep pedestrian routes open, the Contractor shall coordinate with the Office of Accessibility to determine alternate routes and appropriate signage.

Delays or impacts to the Contractor due to the requirements of this provision shall not be a basis for an extension of time or additional compensation, or both.

Any denial or revocation of prior approval for traffic-handling requests shall not be the basis for any claim for additional time or compensation.

Unless otherwise approved by the Engineer, the Contractor's equipment shall follow normal and legal

traffic movements. The Contractor's ingress and egress of the work area shall be accomplished with as little disruption to traffic as possible. Traffic control devices shall be removed by picking up the devices in a reverse sequence to that used for installation. This may require moving backwards through the work zone. When located behind barrier or at other locations shown on approved traffic control plans, equipment may operate in a direction opposite to adjacent traffic.

Traffic Control Management

Traffic Control Management shall consist of both Traffic Control Supervisor (TCS) and Traffic Control Inspection (TCI). The Contractor shall designate an individual other than the superintendent to be the TCS. The TCS shall be certified as a worksite traffic supervisor by the ATSSA of the CCA and shall have a current flaggers certificate. A copy of the TCS's certifications shall be provided to the Engineer at the Preconstruction Conference.

Flagging operations shall be performed by certified flaggers wearing proper attire and using proper devices. Certifications for all flaggers shall be provided to the Engineer prior to commencing flagging operations.

The Traffic Control Supervisor's duties shall include:

- (1) Preparing, revising, and implementing each required Method of Handling Traffic in accordance with the Traffic Control Plan.
- (2) Directly supervising project flaggers.
- (3) Coordinating all traffic control operations, including those of subcontractors and suppliers.
- (4) Coordinating project activities with appropriate police and fire control agencies.
- (5) Preparing a traffic control diary on every calendar day traffic control devices are in use. Diaries shall be submitted to the engineer at an interval determined at the Preconstruction Conference, but no longer than once per week.
- (6) Ensuring an inspection of traffic control devices is completed at least once every calendar day that traffic control devices are in use, masked, or turned away from traffic. These inspections shall include at least one night inspection per week, unless otherwise approved by the Engineer in writing. Inspections shall be performed by the TCS or another representative who is certified as a work site traffic supervisor.
- (7) Ensuring that traffic control devices are functioning as required.
- (8) Overseeing all requirements covered by the Contract that contribute to the convenience, safety and orderly movement of traffic. Have an up-to-date copy of the MUTCD and applicable standards and specifications available at all times on the project.
- (9) Supervising the cleaning and maintenance of all traffic control devices.

A certified worksite traffic supervisor shall be responsible for Traffic Control Management (TCM) on a 24-hour-per-day basis. The TCS shall be on the work site at all times when Traffic Control Management (TCM) is performed and shall be on call at all times. The TCS may appoint a qualified representative to serve as the TCS for periods of time as approved by the Engineer. The qualified representative shall be certified as a TCS, and shall assume all duties and responsibilities of the TCS. The Contractor shall maintain a 24-hour telephone number at which the TCS can be contacted.

Method Of Measurement

Traffic control devices – including signs, channelizing devices, flashing beacons, temporary pavement marking paint, temporary barriers, and impact attenuators – will not be measured and paid for separately but shall be included in the Lump Sum bid price for Traffic Control.

In the event the Traffic Control Supervisor does not respond to an emergency service call within two (2) hours, or the City deems it necessary to send out other forces to accomplish emergency services, the Contractor shall be held responsible for the cost of such emergency services, without reimbursement.

Traffic Control Management shall include all Traffic Control Supervisor and Inspection Services with no distinction or price differentiation. Traffic Control Management will be measured and paid for each calendar day as evidenced by the daily diary submissions.

Basis Of Payment

Payment under Traffic Control will be full compensation for all devices used to implement the Methods of handling traffic. Traffic Control includes placement, maintenance, inspection and removal of all traffic control signage, pedestrian-detour signage, barricades, temporary striping, channelizing devices, flagging and concrete barriers. No additional payment will be made for Traffic Control in the event of a time count suspension authorized by the Engineer.

Traffic control, as determined by the project Traffic Control Plan (TCP) and approved MHTs, will be paid for as follows: 50 percent of the accepted amount upon first utilization, 40 percent will be distributed evenly over the remaining forecast progress periods, and the final 10 percent will be paid when the project has been completed and all traffic control devices have been removed.

Payment under Traffic Control Management will be full compensation for development of an approved methods for handling traffic (MHTs) and implementation of approved MHTs and inspection and maintenance of all installed devices in accordance with the approved MHs. Payment will be made for continued daily inspection and maintenance of devices in the event of a time count suspension authorized by the Engineer.

Payment will be made under:

Pay Item	Pay Unit
Traffic Control	Lump Sum
Traffic Control Management	Day

Flagging if required will not be measured and paid separately but shall be included in Traffic Control Management.

TRAFFIC CONTROL PLAN - GENERAL

The key elements of the Contractor's method of handling traffic (MHT) are outlined in subsection 630.10(a). The components of the TCP for this project are included in the following:

- (1) Subsection 104.04 and Section 630 of the specifications.
- (2) MUTCD, Typical Applications:
 - TA-18: Lane Closure on a Minor Street
 - TA-20: Detour for a Closed Street
 - TA-21: Lane Closure on the Near Side of and Intersection
 - TA-22: Right-Hand Lane Closure on the Far Side of an Intersection
 - TA-29: Crosswalk Closures and Pedestrian Detours
 - Other typical applications as may apply.

The Contractor shall submit, in writing, the proposed Method of Handling Traffic (MHT) for the initial phase of construction. When a different MHT is required for a subsequent construction phase, it must be submitted one week prior to starting that phase. The MHT shall have signature lines for the TCS, Prime Contractor and the Engineer. All proposed MHT's shall be approved, in writing, by the Engineer. Such approval does not relieve the Contractor of liability specifically assigned to him under the contract.

Unless otherwise approved by the Engineer, the Contractor's equipment shall follow normal and legal traffic movements. The Contractor's ingress and egress of the work area shall be accomplished with as little disruption to traffic as possible.

Special Traffic Control Plan requirements for this project are as follows:

The Contractor shall install construction traffic control devices where they do not block or impede other existing traffic control devices.

The Contractor shall maintain 10' minimum lane widths and 2' minimum shy distances at all times, unless approved by the Engineer.

Vehicle parking for the Contractor's personnel or subcontracted personnel will be prohibited where it conflicts with safety, access, or the flow of traffic.

The Contractor shall have no vertical drop-off immediately adjacent to traffic, greater than one inch in height, left unprotected. The Contractor shall erect and maintain warning lights, signs, barricades, and sufficient safeguards around all excavations, embankments, and obstructions. During non-construction periods (evenings, weekends, holidays, time-count suspensions, etc.) all work shall be adequately protected to insure the safety of vehicular and pedestrian traffic. Excavations or holes shall be filled in and surfaced with temporary asphalt, fenced or barricaded when unattended.

The Contractor shall maintain continuous access through the project for pedestrians, bicyclists, and persons with disabilities that meet the standards of the PROWAG.

FORCE ACCOUNT ITEMS

Description

This special provision contains the Department's estimate for force account items included in the Contract. The estimated amounts marked with an asterisk will be added to the total bid to determine the amount of the performance and payment bonds. Force Account work shall be performed as directed by the Engineer.

Basis of Payment

Payment will be made in accordance with subsection 109.04. Payment will constitute full compensation for all work necessary to complete the item.

Force account work valued at \$5,000 or less, that must be performed by a licensed journeyman in order to comply with federal, state, or local codes, may be paid for after receipt of an itemized statement endorsed by the Contractor.

<u>Force Account Item</u>	<u>Estimated Quantity</u>	<u>Amount</u>
F/A Minor Contract Revisions	F.A.	\$ 25,000 *

F/A Minor Contract Revisions – This work consists of minor work authorized and approved by the Engineer, which is not included in the contract plans or specifications and is necessary to accomplish the scope of work for this contract. Compensation for work paid for as a minor contract revision shall follow Schedule B – General Conditions, section 107.27 Unanticipated Circumstances

UTILITIES

Known utilities within or adjacent to the limits of this project are listed below along with primary contacts for each:

<u>Plan Subset</u>			<u>Company</u>	<u>Contact Person</u>	<u>Contact Method</u>
1			AT&T	JT Andrews	jt@csc64.com
	2	3	Colorado Springs Utilities: -Gas/Electric/Lighting -Water/Sewer	Varies based on location	Coordinate with Project Engineer for contacts.
1	2	3	City of Colorado Springs Public Works Traffic	Gina Davis Eric Barber	(719) 385-5951 (719) 385-6724
1			Comcast	Tod Bell	(719) 442-4733
1		3	CenturyLink – Now Lumen	Sally Klein	(719) 636-4329
		3	Level 3 – Now Lumen	Travis Hudson	719-355-7337
1			MCI	David McAllister	David.Mcallister@verizon.com
1			MetroNet	Martin Garrity	(303) 808-7997
	2	3	School District 11	Ray Caplinger	Ray.Caplinger@d11.org

The work listed below will be completed by the utility companies or their agents:

No specific conflicts have been identified within the Project Limits. Utility companies may be required to provide field coordination on an as needed basis.

The work listed below shall be completed by the Contractor or their agents:

Coordination, cooperation, protection of utilities shall be included in the work.

Incidental adjustments of existing valve covers, pull boxes, or handholes not shown in the plans shall be performed by the Contractor and included in the work.

Reset light pole at approximate Sta 126+75 under the quality control supervision of a Colorado Springs Utilities inspector. The Contractor shall coordinate with the Colorado Springs Utilities field engineer in advance of the work.

General

The size and location of all existing utilities as known to the Engineer have been noted on the plans for the information and guidance of the Contractor. The Contractor shall be responsible for the location and protection of all utilities located within his working area regardless of whether or not their existence or location is shown or noted on the drawings.

The Contractor shall comply with Article 1.5 of Title 9, CRS (“Excavation Requirements”), when excavation or grading is planned in the area of underground utility facilities. The Contractor shall notify all affected utilities at least three (3) business days prior to commencing such operations. Contact the Utility Notification Center of Colorado (UNCC) at 811 to have locations of UNCC-registered lines marked by member companies. All other underground facilities shall be located by contacting the respective company. Utility service laterals shall also be located prior to beginning excavation or grading.

If a utility conflict arises and the Contractor is unable to construct *any* of the proposed improvements

B24-T027MZ

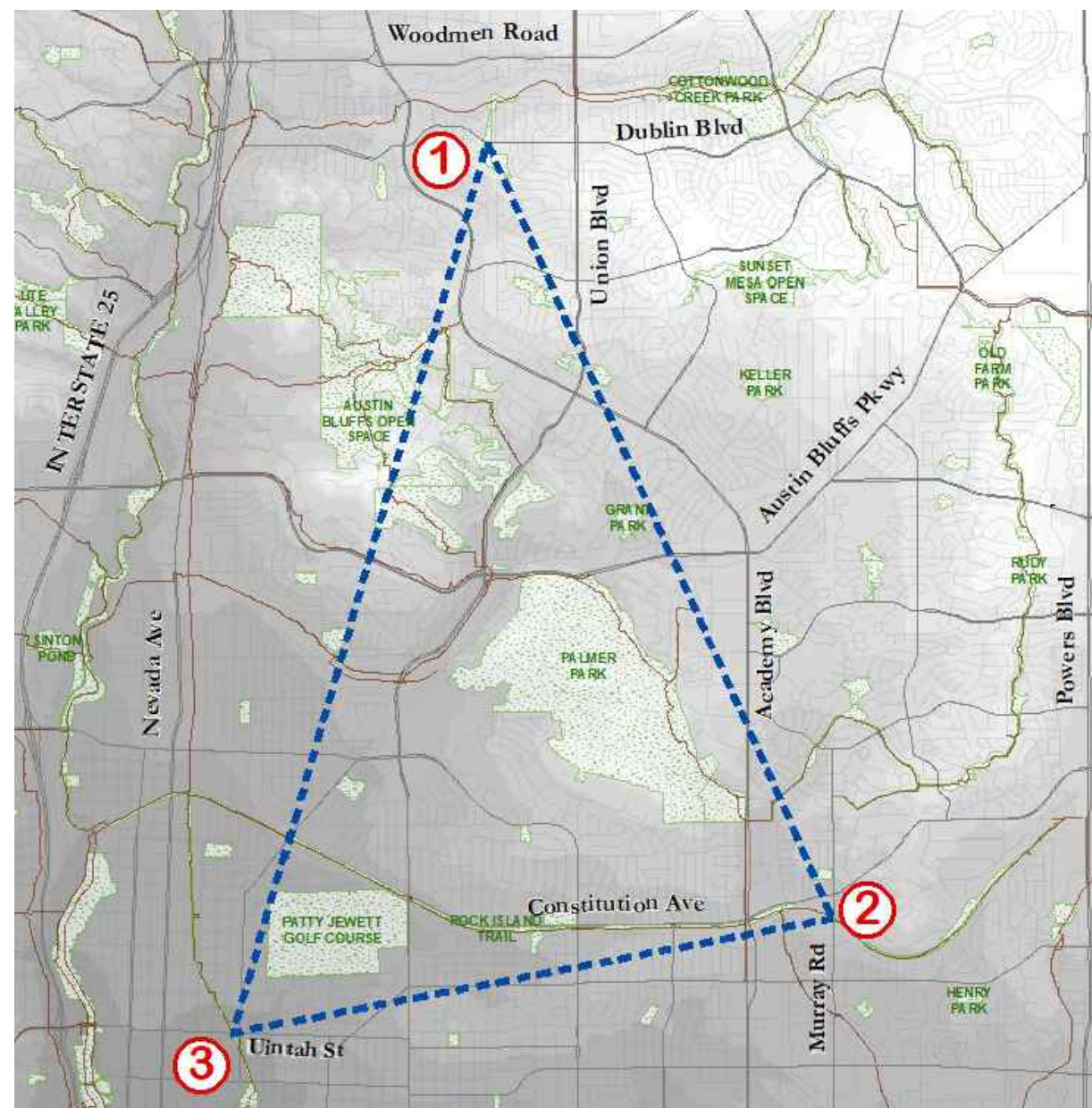
after diligent coordination with the utility companies and the Engineer, the Engineer may approve a time count suspension period for the Contractor not to exceed 10 working days. If a time count suspension is granted, the Contractor will not be assessed working days and these utility impacts will be considered a planned excusable and non-compensable delay. The Contractor shall inspect and maintain required traffic control devices during the time count suspension. Payment for traffic control management and inspection will be made under the applicable contract bid item(s). No additional payment will be allowed for the traffic control devices.

SCHEDULE E – CONSTRUCTION PLAN SET
FOLLOWS THIS PAGE



CONSTRUCTION BID PLANS FOR PROPOSED
MMOF 3 TRAIL CROSSINGS PROJECT:
FUNDED IN PART THROUGH THE STATE OF COLORADO
MULTIMODAL TRANSPORTATION AND MITIGATION OPTIONS FUND
PROJECT NO. MTF M240-195, PROJECT CODE: 24045
CITY OF COLORADO SPRINGS
PUBLIC WORKS / CITY ENGINEERING
30 S. NEVADA AVENUE, SUITE 401
COLORADO SPRINGS, CO 80903

- 1 DUBLIN PARK:**
CROSSING DUBLIN BLVD TO
COTTONWOOD CREEK TRAIL
- 2 ROCK ISLAND TRAIL:**
CROSSING MURRAY BLVD
SOUTH OF CONSTITUTION AVE
- 3 SHOOKS RUN TRAIL:**
CROSSING UINTAH ST
WEST OF EL PASO RD



REVIEWED BY:

CITY ENGINEERING
BY: _____ DATE: _____
CITY TRAFFIC ENGINEERING
BY: _____ DATE: _____
CITY OPERATIONS AND MAINTENANCE DIVISION
BY: _____ DATE: _____
CITY PARKS AND RECREATION
BY: _____ DATE: _____

M	
SCALE HORIZ: AS SHOWN VERT: N/A	
FILENAME UINTAH.DWG	
SHEET	2
	77

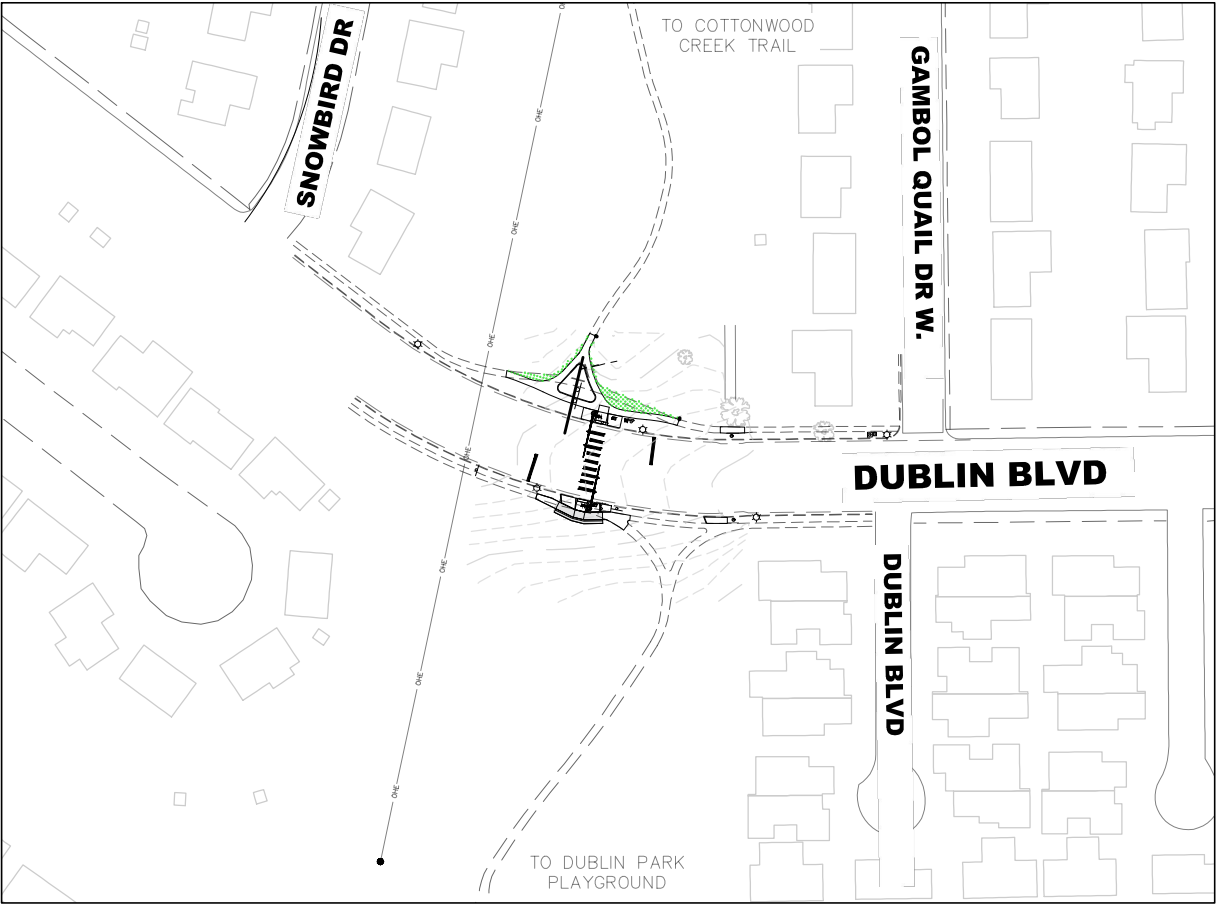
1. THE CONTRACTOR SHALL CONTACT THE UTILITY NOTIFICATION CENTER OF COLORADO AT 1-800-922-1987 THREE BUSINESS DAYS IN ADVANCE OF ANY EXCAVATION OR GRADING.



CONSTRUCTION PLAN SUBSET FOR THE PROPOSED

1 DUBLIN PARK SIDEWALK
CROSSING DUBLIN BLVD BETWEEN ACADEMY BLVD
TO THE WEST AND UNION AVE TO THE EAST

SUMMARY OF APPROX. QUANTITIES			
DUBLIN PARK SIDEWALK CROSSING DUBLIN BLVD			
No.	DESCRIPTION	UNITS	QUANTITY
202-00200	REMOVAL OF SIDEWALK	SF	1,590
202-00203	REMOVAL OF CURB & GUTTER	LF	70
202-00220	REMOVAL OF ASPHALT MAT	SY	244
202-00250	REMOVAL OF PAVEMENT MARKINGS	LF	180
202-00810	REMOVE GROUND SIGN	EA	1
203-00010	EMBANKMENT (COMPLETE-IN-PLACE)	CY	65
203-01597	POTHOLING	HR	8
207-00205	TOPSOIL	CY	8
210-02901	RELAY ROCK (RIVER)	CY	3
212-00707	LANDSCAPE RESTORATION (SEEDING)(HYDRAULIC APPLICATION)	SF	650
213-00067	LANDSCAPE ROCK (RIVER ROCK)(4"-8")(W/ FABRIC)	CY	11
403-00721	HMA PATCHING	SF	244
503-00018	DRILLED CAISSON (18 INCH)	LF	6
503-00036	DRILLED CAISSON (36 INCH)	LF	32
601-01050	CONCRETE WALL (2 FOOT) (REINFORCED)	LF	40
608-00000	CONCRETE SIDEWALK (4 INCH)	SF	1688
608-00009	CONCRETE SIDEWALK (6 INCH) (REINFORCED)	SF	340
608-00010	CURB RAMP	SF	172
609-21110	COS STANDARD CURB & GUTTER (TYPE 1)	LF	70
610-00020	CONCRETE COVER MATERIAL (COLORED, PATTERNED)	SF	460
613-00200	2 INCH ELECTRICAL CONDUIT	LF	290
613-00306	3 INCH ELECTRICAL CONDUIT	LF	200
613-10000	WIRING	EA	1
613-XXXX1	CITY PULL BOX (30"x17"x18")(INSTALL ONLY)	EA	1
613-XXXX2	CITY PULL BOX (24"x36"x18")(INSTALL ONLY)	EA	1
613-XXXX3	POWER METER PEDESTAL	EA	1
614-00011	SIGN PANEL (CLASS I)	EA	2
614-70337	TRAFFIC SIGNAL FACE (12-12-12)(INSTALL ONLY)	EA	4
614-72861	PEDESTRIAN PUSH BUTTON (5')(INSTALL ONLY)	EA	2
614-75219	PEDESTRIAN SIGNAL FACE (COUNTDOWN)(INSTALL ONLY)	EA	2
614-81011	TRAFFIC SIGNAL POLE (MAST ARM)(LUMINAIRE)(INSTALL ONLY)	EA	2
614-XXXX1	332 C/S CABINET SYSTEM (INSTALL ONLY)	EA	1
614-XXXX2	ROCK FIBER CONTROLLER BASE (INSTALL ONLY)	EA	1
624-10004	4 IN AREA DRAIN ASSEMBLY	LS	1
627-30210	THERMOPLASTIC PAVEMENT MARKING (XWALK-STOPLINE)	SF	268

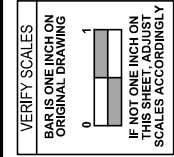


VICINITY MAP

SCALE: 1"=75'



PROJECT DRAWING LIST		
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GENERAL SHEETS		
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CIVIL SHEETS		
4	2 OF 7	DEMOLITION PLAN
5	3 OF 7	IMPROVEMENT PLAN
6	4 OF 7	SIGNAL PLAN
7	5 OF 7	STRIPING PLAN
8	6 OF 7	DETAILS SOUTH CURB RAMP
9	7 OF 7	DETAILS NORTH CURB RAMP



DUBLIN PARK SIDEWALK
CROSSING DUBLIN BLVD

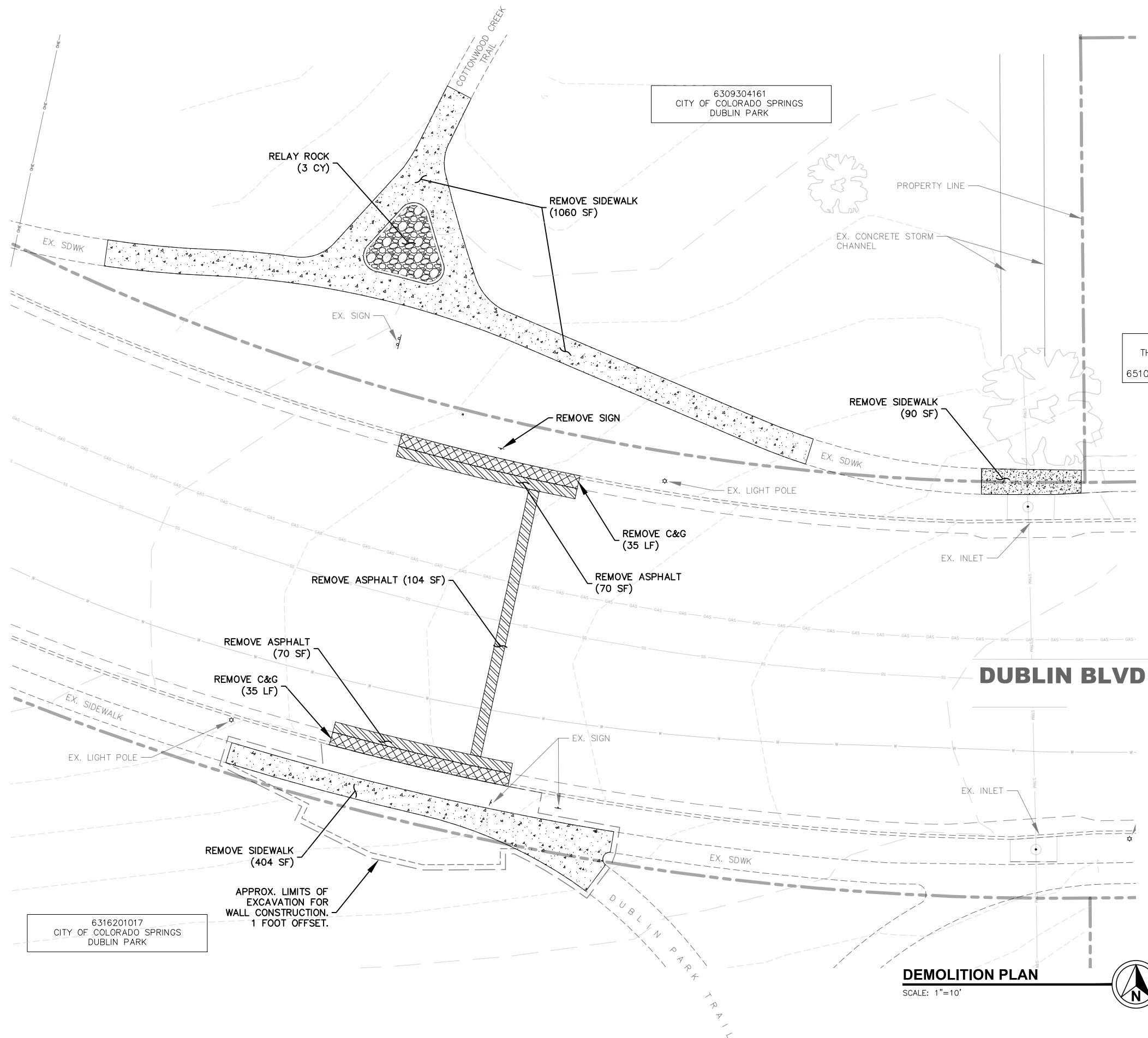
SUBSET COVER SHEET

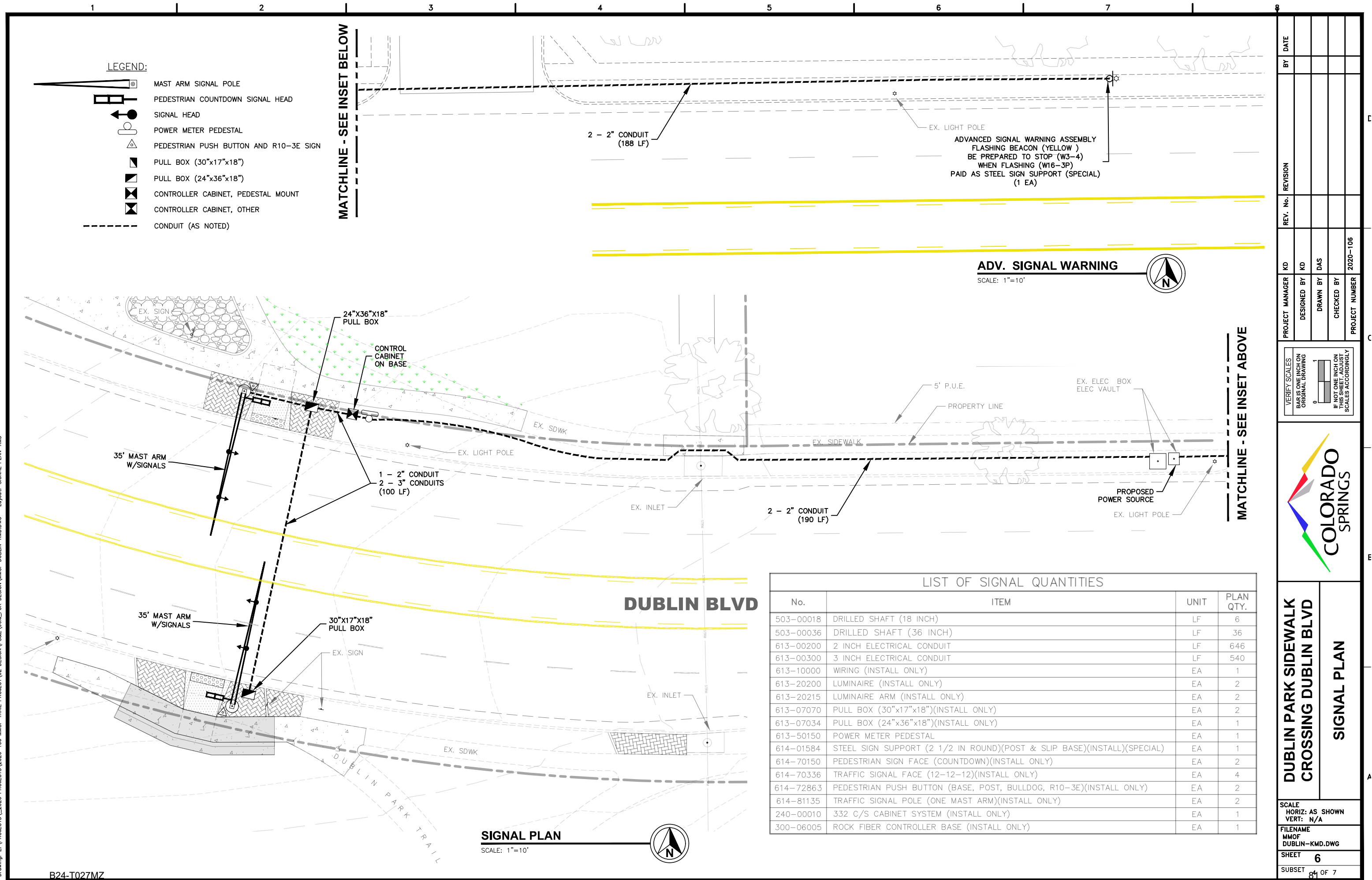
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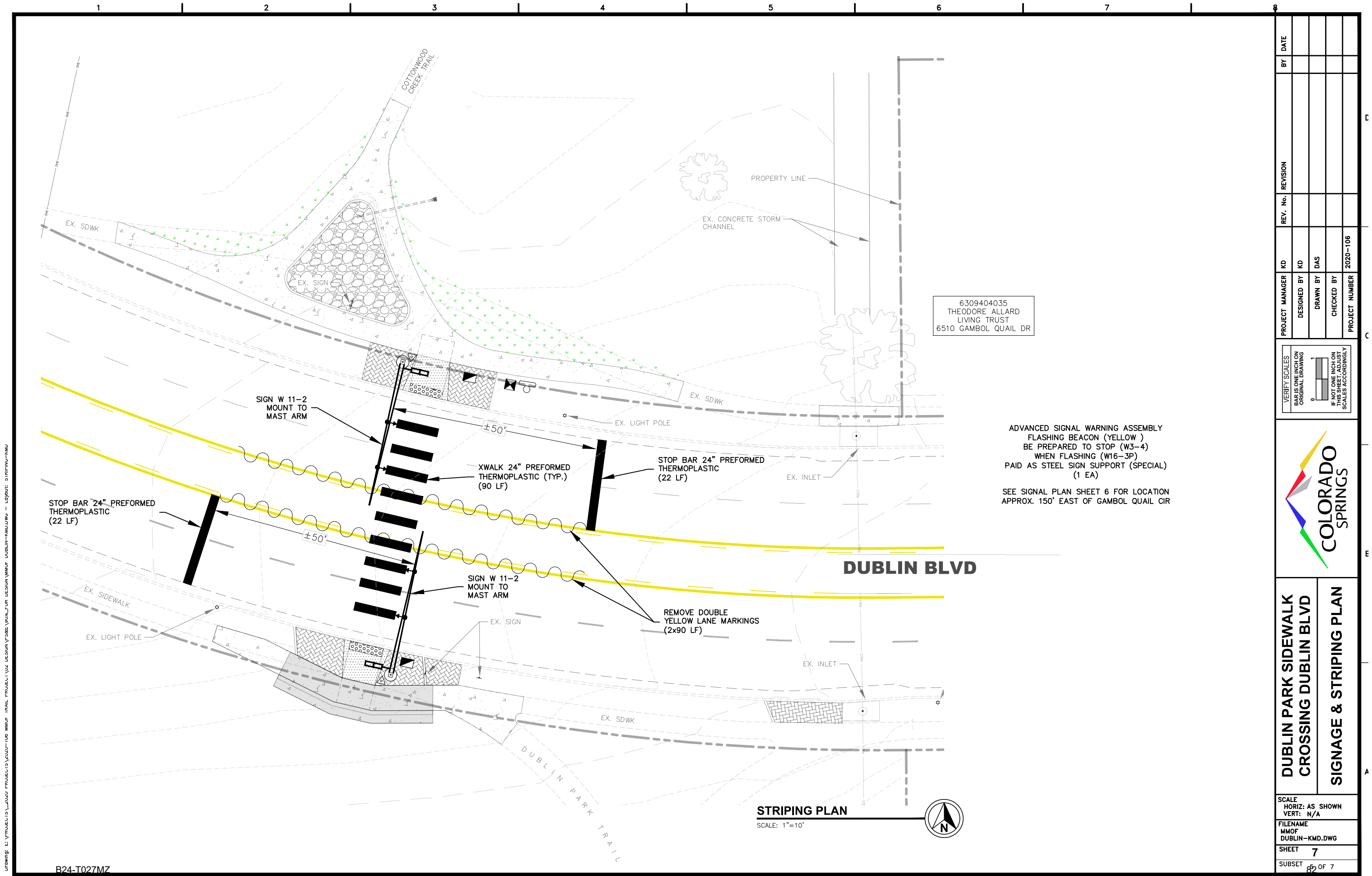
FILENAME
MMOF
DUBLIN-KMD.DWG

SHEET
3

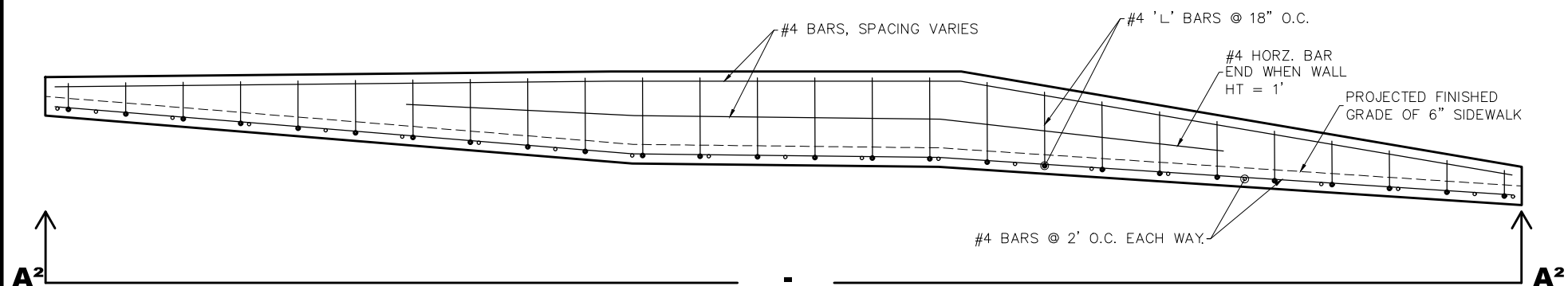
SUBSET
78 OF 7





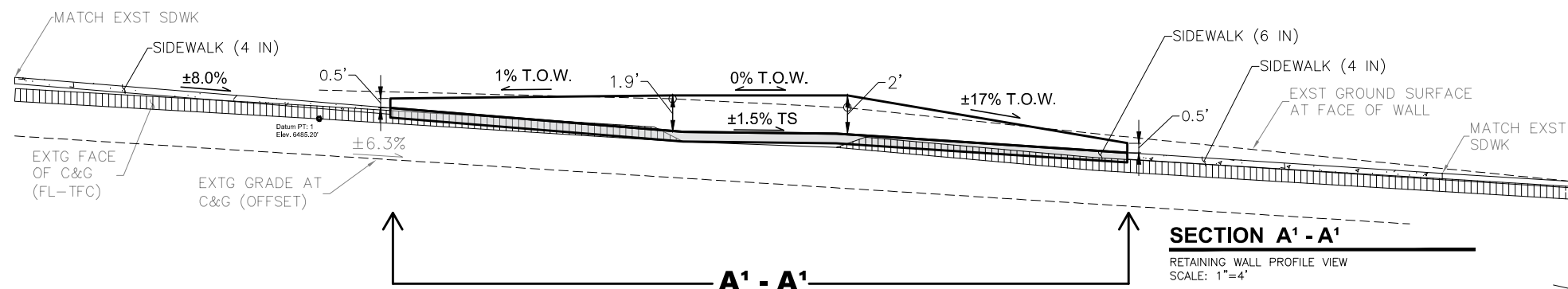


D:\WORKING\B24-T027MZ\B24-T027MZ.DWG PROJECTS\B24-T027MZ\B24-T027MZ.DWG - LAYOUT: STRIPING-KMD



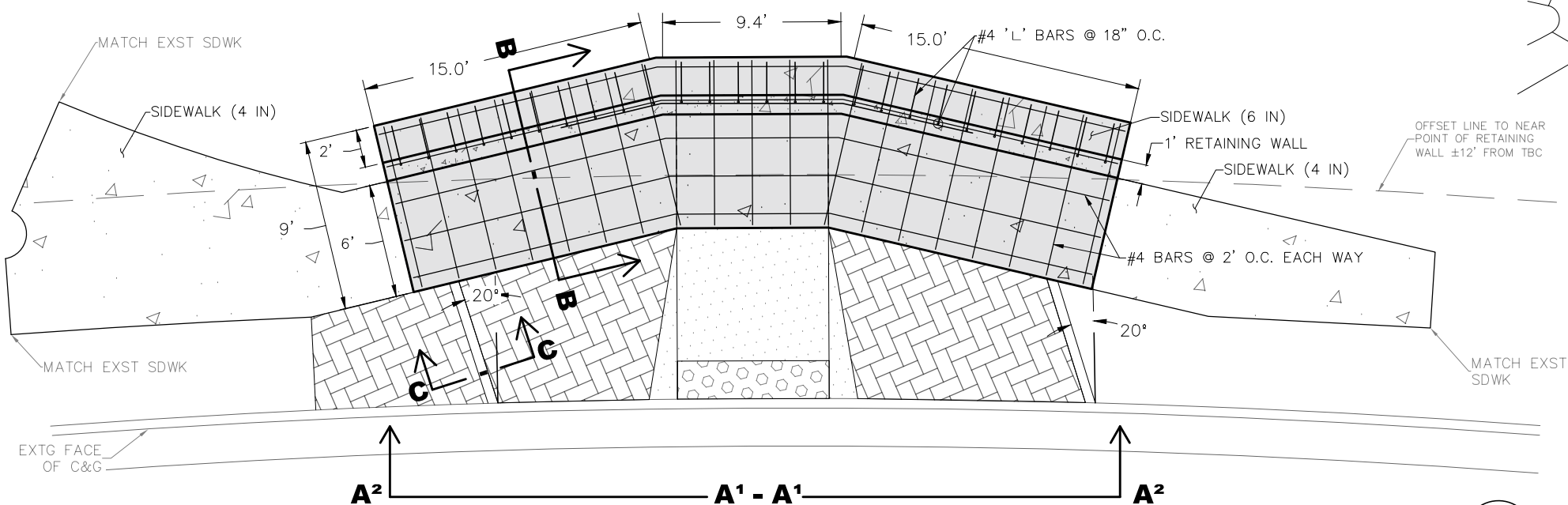
SECTION A² - A²

RETAINING WALL REBAR LAYOUT
SCALE: 1"=2'



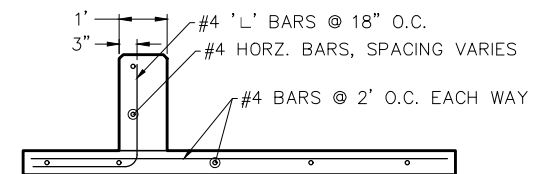
SECTION A¹ - A¹

RETAINING WALL PROFILE VIEW
SCALE: 1"=4'



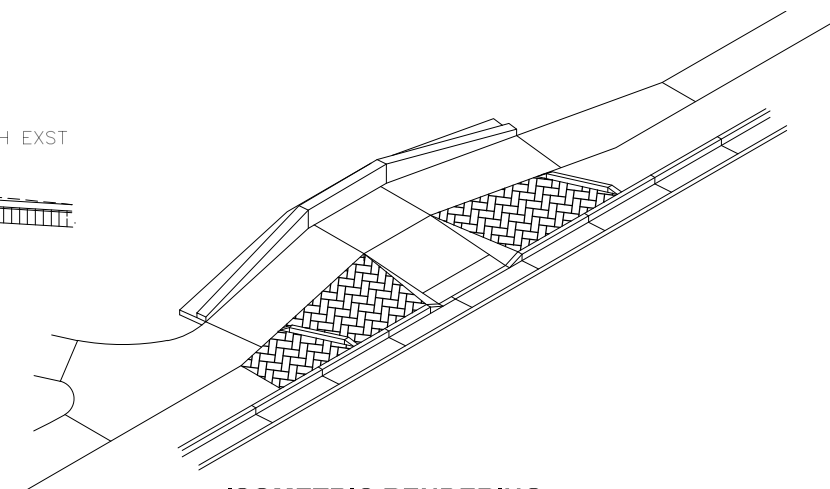
DUBLIN: SOUTH CURB RAMP

RETAINING WALL & REBAR LAYOUT PLAN VIEW
SCALE: 1"=4'



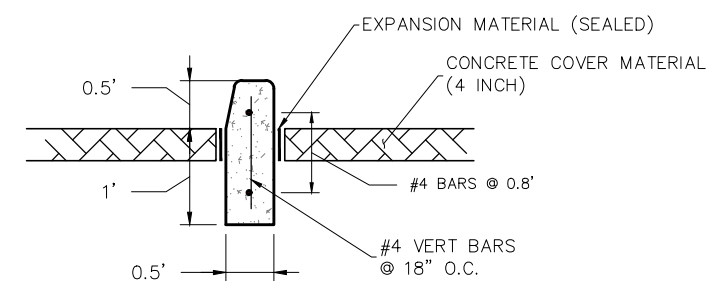
SECTION B - B

RETAINING WALL REBAR LAYOUT
SCALE: 1"=2'



ISOMETRIC RENDERING

FOR INFORMATION ONLY
SCALE: N.T.S.



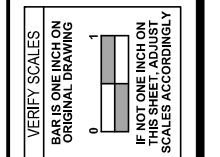
SECTION C - C

RETAINING WALL REBAR LAYOUT
SCALE: 1" = 1'

- NOTES:

1. BARRIER CURB IS INTENDED TO DEFLECT AND RETURN STORMWATER TO THE CURB & GUTTER.
2. BARRIER CURB SHALL BE INSTALLED AT AN ANGLE OF APPROX. 20° FROM PERPENDICULAR TO THE CURB LINE.

PROJECT MANAGER	KD	REV. No.	REVISION	BY	DATE
DESIGNED BY	KD				
DRAWN BY	DAS				
CHECKED BY					
PROJECT NUMBER	2020-106				



**DUBLIN PARK SIDEWALK
CROSSING DUBLIN BLVD**

DETAILS SOUTH CURB RAMP

SCALE	
HORIZ: AS SHOWN	
VERT: N/A	
FILENAME	
MMOF	
DUBLIN-KMD.DWG	
SHEET	8
SUBSET	8 OF 7

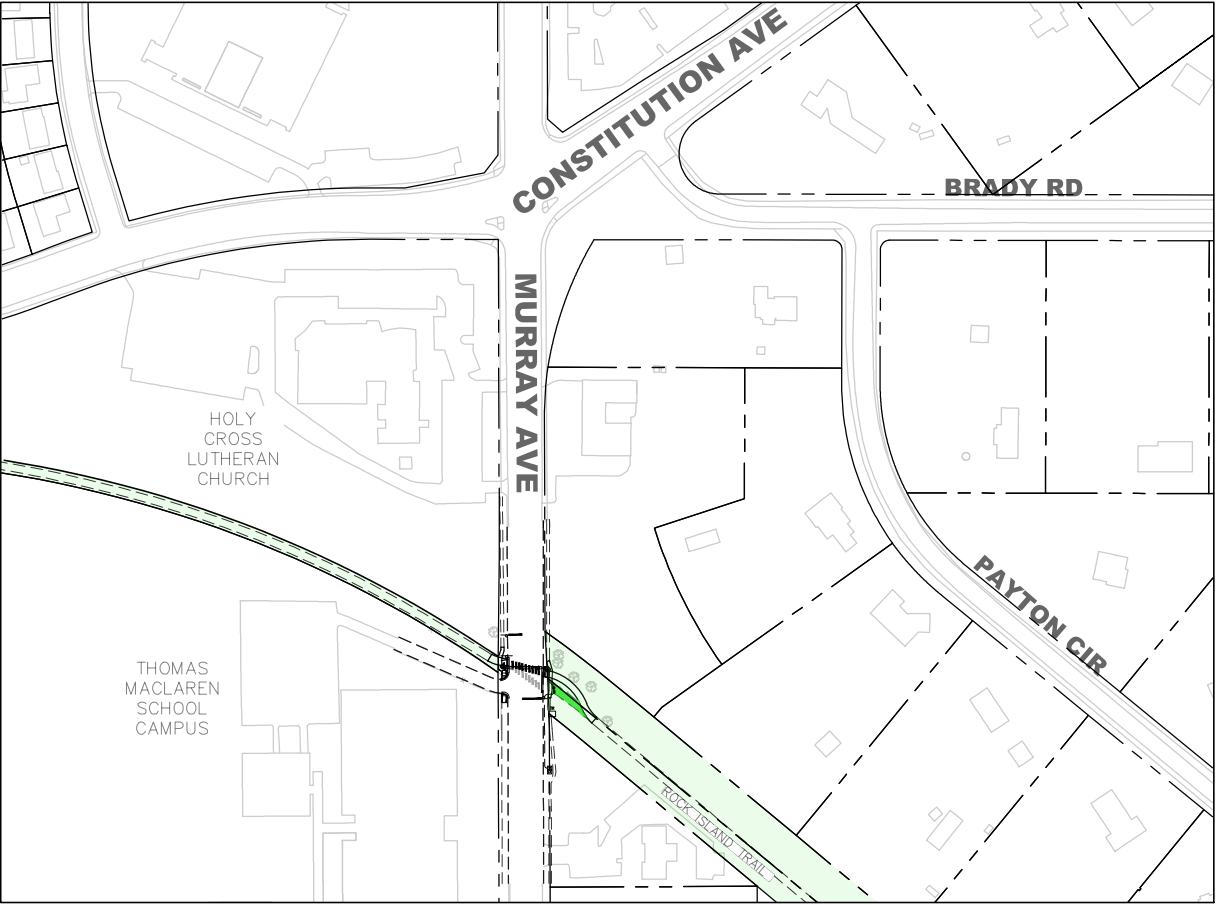


CONSTRUCTION PLAN SUBSET FOR THE PROPOSED

2 ROCK ISLAND TRAIL

CROSSING MURRAY AVE SOUTH OF CONSTITUTION AVE

SUMMARY OF APPROX. QUANTITIES			
ROCK ISLAND TRAIL CROSSING MURRAY AVE			
No.	DESCRIPTION	UNITS	QUANTITY
202-00200	REMOVAL OF SIDEWALK	SF	2,120
202-00203	REMOVAL OF CURB & GUTTER	LF	104
202-00220	REMOVAL OF ASPHALT MAT	SY	232
202-00250	REMOVAL OF PAVEMENT MARKINGS	LF	70
203-00010	UNCLASSIFIED EXCAVATION	CY	70
203-01597	POTHOLING	HR	8
207-00205	TOPSOIL	CY	10
210-00810	RESET GROUND SIGN	EA	2
212-00707	LANDSCAPE RESTORATION (SEEDING)(HYDRAULIC APPLICATION)	SF	730
403-00721	HMA (PATCHING)(ASPHALT)	SF	330
503-00018	DRILLED CAISSON (18 INCH)	LF	6
503-00036	DRILLED CAISSON (36 INCH)	LF	17
608-00000	CONCRETE SIDEWALK (4 INCH)	SF	395
608-00005	CONCRETE SIDEWALK (5 INCH)(W/ FIBER)	SF	1299
608-00010	CURB RAMP	SF	306
609-21110	COS STANDARD CURB & GUTTER (TYPE 1)	LF	100
610-00020	CONCRETE COVER MATERIAL (COLORED, PATTERNED)	SF	69
613-00200	2 INCH ELECTRICAL CONDUIT	LF	230
613-00306	3 INCH ELECTRICAL CONDUIT	LF	190
613-10000	WIRING	EA	1
613-XXXX1	CITY PULL BOX (30"x17"x18")(INSTALL ONLY)	EA	2
613-XXXX2	CITY PULL BOX (24"x36"x18")(INSTALL ONLY)	EA	1
613-XXXX3	POWER METER PEDESTAL	EA	1
614-00011	SIGN PANEL (CLASS I)	EA	2
614-70337	TRAFFIC SIGNAL FACE (12-12-12)(INSTALL ONLY)	EA	4
614-72861	PEDESTRIAN PUSH BUTTON (5')(INSTALL ONLY)	EA	2
614-75219	PEDESTRIAN SIGNAL FACE (COUNTDOWN)(INSTALL ONLY)	EA	2
614-81011	TRAFFIC SIGNAL POLE (MAST ARM)(LUMINAIRE)(INSTALL ONLY)	EA	1
614-XXXX1	332 C/S CABINET SYSTEM (INSTALL ONLY)	EA	1
614-XXXX2	ROCK FIBER CONTROLLER BASE (INSTALL ONLY)	EA	1
627-30210	THERMOPLASTIC PAVEMENT MARKING (XWALK-STOPLINE)	SF	260

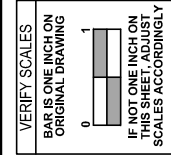


VICINITY MAP

SCALE: 1"=100'



PROJECT DRAWING LIST		
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GENERAL SHEETS		
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CIVIL SHEETS		
11	2 OF 5	DEMOLITION PLAN
12	3 OF 5	IMPROVEMENT PLAN
13	4 OF 5	SIGNAL PLAN
14	5 OF 5	STRIPING & SIGNAGE PLAN



ROCK ISLAND TRAIL
CROSSING MURRAY AVE

SUBSET COVER SHEET

SCALE
HORIZ: AS SHOWN
VERT: N/A

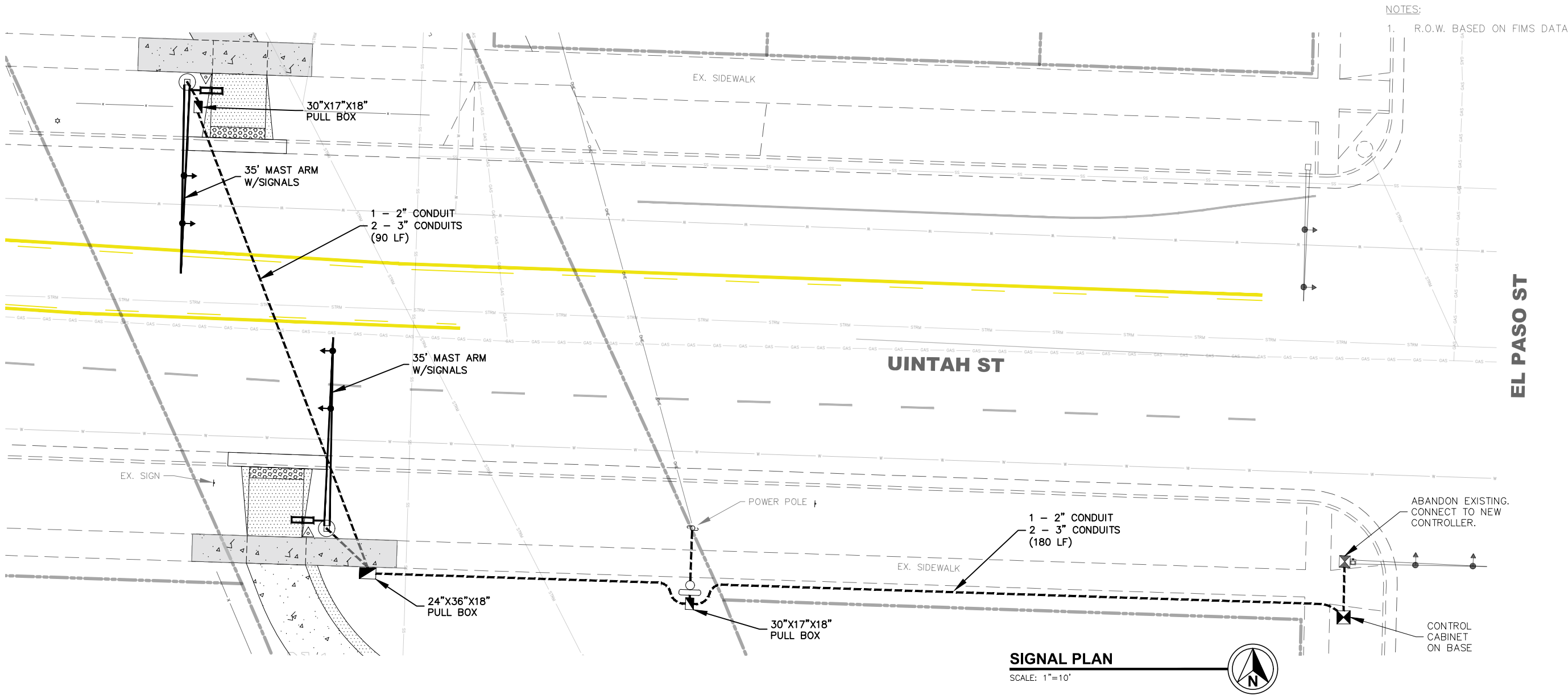
FILENAME
MMOF
MURRAY-KMD1.DWG

SHEET
10

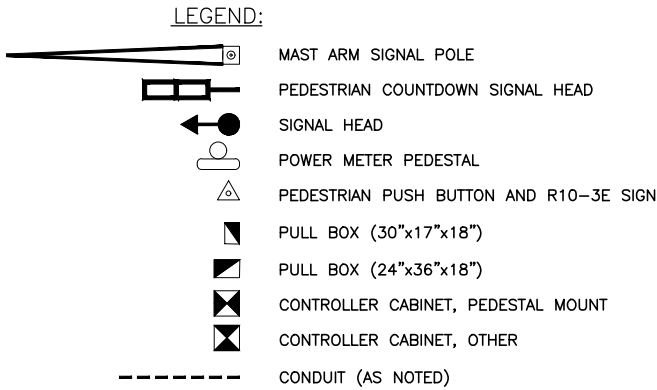
SUBSET
85 OF 5

User: KDIKELMAN Feb 08, 2024 - 7:53am
Drawing: E:\PROJECTS\2020 PROJECTS\2020-106 MMOF TRAIL PROJECT\02 DESIGN\PS&E\900_FOR DESIGN\MMOF MURRAY-KMD1.DWG - Layout: COVER-ROCK ISLAND

D:\PROJECTS\2020\PROJECTS\COLORADO SPRINGS\SHOOKS RUN TRAIL CROSSING UTAH ST\DRAWING - LAYOUT SIGNAL PLAN-MU



LIST OF SIGNAL QUANTITIES			
No.	ITEM	UNIT	PLAN QTY.
503-00018	DRILLED SHAFT (18 INCH)	LF	6
503-00036	DRILLED SHAFT (36 INCH)	LF	36
613-00200	2 INCH ELECTRICAL CONDUIT	LF	270
613-00300	3 INCH ELECTRICAL CONDUIT	LF	540
613-10000	WIRING (INSTALL ONLY)	EA	1
613-20200	LUMINAIRE (INSTALL ONLY)	EA	2
613-20215	LUMINAIRE ARM (INSTALL ONLY)	EA	2
613-07070	PULL BOX (30"x17"x18")(INSTALL ONLY)	EA	2
613-07034	PULL BOX (24"x36"x18")(INSTALL ONLY)	EA	1
613-50150	POWER METER PEDESTAL	EA	1
614-70150	PEDESTRIAN SIGN FACE (COUNTDOWN)(INSTALL ONLY)	EA	2
614-70336	TRAFFIC SIGNAL FACE (12-12-12)(INSTALL ONLY)	EA	4
614-72863	PEDESTRIAN PUSH BUTTON (BASE, POST, BULLDOG, R10-3E)(INSTALL ONLY)	EA	2
614-81135	TRAFFIC SIGNAL POLE (ONE MAST ARM)(INSTALL ONLY)	EA	2
240-00010	332 C/S CABINET SYSTEM (INSTALL ONLY)	EA	1
300-06005	ROCK FIBER CONTROLLER BASE (INSTALL ONLY)	EA	1



SHOOKS RUN TRAIL
CROSSING UTAH ST

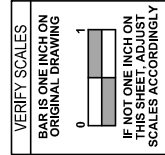
SIGNAL PLAN

SCALE
HORIZ: AS SHOWN
VERT: N/A

FILENAME
UINTAH.DWG

SHEET
18

SUBSET
93 OF 5



VERIFY SCALES
BAR IS ONE INCH ON
ORIGINAL DRAWING
IF NOT ONE INCH ON
THIS SHEET, ADJUST
SCALES ACCORDINGLY

PROJECT MANAGER	DESIGNED BY	DRAWN BY	CHECKED BY	PROJECT NUMBER
KD	KD	DAS		2020-106
REV. No.	REVISION	BY	DATE	

SCHEDULE F – INSURANCE REQUIREMENTS

The following listed minimum insurance requirements shall be carried by all contractors and consultants unless otherwise specified in the City's solicitation package, Special Provisions, or Standard Specifications.

1.	X	Commercial General Liability for limits not less than \$1,000,000 combined single limit with \$2,000,000 aggregate for bodily injury and property damage for each occurrence. Coverage shall include blanket contractual, broad form property damage, products and completed operations.
2.	X	Workers' Compensation and Employers Liability as required by statute. Employers Liability coverage is to be carried for a minimum limit of \$1,000,000.
3.	X	Automobile Liability covering any auto (including owned, hired, and non-owned autos) with a minimum of \$1,000,000 each accident combined single limit.

Except for workers' compensation and employer's liability insurance, the **City of Colorado Springs must be named as an additional insured**. Certificates of Insurance must be submitted before commencing the work and provide 30 days' notice prior to any cancellation, non-renewal, or material changes to policies required under the contract.

All coverage furnished by contractor is primary, and any insurance held by the City of Colorado Springs is excess and non-contributory.

The undersigned certifies and agrees to carry and maintain the insurance requirements indicated above throughout the contract Period of Performance.

(Name of Company)

(Signature)

(Date)

SCHEDULE G – CLAUSES FOR CONTRACTS SUBJECT TO FEDERAL REQUIREMENTS
FOLLOWS THIS PAGE

CLAUSES FOR CONTRACTS SUBJECT TO FEDERAL REQUIREMENTS

1. EQUAL EMPLOYMENT OPPORTUNITY

To view the City of Colorado Springs EEOP (Equal Employment Opportunity Plan) Utilization Report, the link is www.coloradosprings.gov/eeop.

During the performance of this Contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding

upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

H. Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

I. Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.

J. Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.

K. Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings. [43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997]

2. EQUAL EMPLOYMENT OPPORTUNITY REPORTS AND OTHER REQUIRED INFORMATION

A. Requirements for prime contractors and subcontractors.

1. Each prime contractor and subcontractor shall file annually, on or before the September 30, complete and accurate reports on Standard Form 100 (EEO-1) promulgated jointly by the Office of Federal Contract Compliance Programs, the Equal Employment Opportunity Commission and Plans for Progress or such form as may hereafter be promulgated in its place if such prime contractor or subcontractor (i) is not exempt from the provisions of these regulations in accordance with § 60-1.5; (ii) has 50 or more employees; (iii) is a prime contractor or first tier subcontractor; and (iv) has a contract, subcontract or purchase order amounting to \$50,000 or more or serves as a depository of Government funds in any amount, or is a financial institution which is an issuing and paying agent for U.S. savings bonds and savings notes: *Provided*, That any subcontractor below the first tier which performs construction work at the site of construction shall be required to file such a report if it meets requirements of paragraphs (a)(1) (i), (ii), and (iv) of this section.

2. Each person required by § 60-1.7(a)(1) to submit reports shall file such a report with the contracting or administering agency within 30 days after the award to him of a contract or subcontract, unless such person has submitted such a report within 12 months preceding the date of the award. Subsequent reports shall be submitted annually in accordance with § 60-1.7(a)(1), or at such other intervals as the Deputy Assistant

Secretary may require. The Deputy Assistant Secretary may extend the time for filing any report.

3. The Deputy Assistant Secretary or the applicant, on their own motions, may require a contractor to keep employment or other records and to furnish, in the form requested, within reasonable limits, such information as the Deputy Assistant Secretary or the applicant deems necessary for the administration of the order.

4. Failure to file timely, complete and accurate reports as required constitutes noncompliance with the prime contractor's or subcontractor's obligations under the equal opportunity clause and is ground for the imposition by the Deputy Assistant Secretary, an applicant, prime contractor or subcontractor, of any sanctions as authorized by the order and the regulations in this part.

B. Requirements for bidders or prospective contractors—

1. Certification of compliance with Part 60-2: Affirmative Action Programs. Each agency shall require each bidder or prospective prime contractor and proposed subcontractor, where appropriate, to state in the bid or in writing at the outset of negotiations for the contract: (i) Whether it has developed and has on file at each establishment affirmative action programs pursuant to Part 60-2 of this chapter; (ii) whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; (iii) whether it has filed with the Joint Reporting Committee, the Deputy Assistant Secretary or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements.

2. Additional information. A bidder or prospective prime contractor or proposed subcontractor shall be required to submit such information as the Deputy Assistant Secretary requests prior to the award of the contract or subcontract. When a determination has been made to award the contract or subcontract to a specific contractor, such contractor shall be required, prior to award, or after the award, or both, to furnish such other information as the applicant or the Deputy Assistant Secretary requests.

C. Use of reports. Reports filed pursuant to this section shall be used only in connection with the administration of the order, the Civil Rights Act of 1964, or in furtherance of the purposes of the order and said Act.[43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997]

3. RESERVED

4. CONTRACT WORK HOURS AND SAFETY STANDARDS (from FAR 52.222-4)

The term "Contracting Officer" herein shall refer to the City of Colorado Springs Contracting Specialist assigned to this contract.

The term "Government" herein shall refer to the City of Colorado Springs and any interested federal or state entity.

A. Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours

in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

B. Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards statute (found at 40 U.S.C. chapter 37).

C. Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards statute

D. Payrolls and basic records.

1. The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Construction Wage Rate Requirements statute.

2. The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

E. Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts that may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

5. CLEAN AIR ACT

By signing this Contract, the Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Further, the Contractor agrees to include this clause in all subcontracts in excess of \$150,000.

6. DEBARMENT AND SUSPENSION

By signing this Contract, the Contractor certifies to the best of its knowledge and belief that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- B. Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- D. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

7. BYRD ANTI-LOBBYING AMENDMENT

By signing this Contract, the Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Further, the Contractor certifies that it has not engaged in lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. The Contractor must require the same certification from all subcontractors with subcontracts valued in excess of \$100,000 under this Contract.

8. SMALL BUSINESS REQUIREMENTS

The Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Affirmative steps must include:

- A. Placing qualified small and minority businesses and women's business enterprises on subcontract solicitation lists.
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources for subcontracting.
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.

D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.

E. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

9. PROCUREMENT OF RECOVERED MATERIALS

The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. ANTI-KICKBACK PROCEDURES

A. Definitions.

1. "Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.
2. "Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.
3. "Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.
4. "Prime Contractor" as used in this clause, means a person who has entered into a prime contract with the United States.
5. "Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.
6. "Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.
7. "Subcontractor," as used in this clause,
 - a. Means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a

prime contract or a subcontract entered into in connection with such prime contract, and

b. Includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

8. "Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

B. The 41 U.S.C. chapter 87, Kickbacks, prohibits any person from --

1. Providing or attempting to provide or offering to provide any kickback;
2. Soliciting, accepting, or attempting to accept any kickback; or
3. Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

C. The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Attorney General.

The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

The Contracting Officer may

1. offset the amount of the kickback against any monies owed by the United States under the prime contract and/or
2. direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$150,000.

11. ENERGY EFFICIENCY IN ENERGY CONSUMING PRODUCTS

A. Definition. As used in this clause--

1. “Energy-efficient product”—

a. Means a product that—

- i. Meets Department of Energy and Environmental Protection Agency criteria for use of the Energy Star trademark label; or
- ii. Is in the upper 25 percent of efficiency for all similar products as designated by the Department of Energy’s Federal Energy Management Program.

2. The term “product” does not include any energy-consuming product or system designed or procured for combat or combat-related missions (42 U.S.C. 8259b).

B. The Contractor shall ensure that energy-consuming products are energy efficient products (i.e., ENERGY STAR® products or FEMP-designated products) at the time of contract award, for products that are—

1. Delivered.

2. Acquired by the Contractor for use in performing services at a Federally controlled facility.

3. Furnished by the Contractor for use by the Government.

4. Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.

C. The requirements of paragraph (b) apply to the Contractor (including any subcontractor) unless:

- 1. The energy-consuming product is not listed in the ENERGY STAR® Program or FEMP; or
- 2. Otherwise approved in writing by the Contracting Officer.

D. Information about these products is available for—

- 1. ENERGY STAR® at <http://www.energystar.gov/products>; and
- 2. FEMP at http://www1.eere.energy.gov/femp/procurement/eep_requirements.html.

12. BUY AMERICAN—CONSTRUCTION MATERIALS

A. Definitions. As used in this clause—

1. “Commercially available off-the-shelf (COTS) item”—

- a. Means any item of supply (including construction material) that is—

- i. A commercial item (as defined in paragraph (1) of the definition at FAR [2.101](#));
 - ii. Sold in substantial quantities in the commercial marketplace; and
 - iii. Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- b. Does not include bulk cargo, as defined in [46 U.S.C. 40102\(4\)](#), such as agricultural products and petroleum products.

2. “Component” means an article, material, or supply incorporated directly into a construction material.

3. “Construction material” means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

4. “Cost of components” means—

- a. For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- b. For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

5. “Domestic construction material” means—

- a. An unmanufactured construction material mined or produced in the United States;
- b. A construction material manufactured in the United States, if—
 - i. The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.
 - b. The construction material is a COTS item.

6. “Foreign construction material” means a construction material other than a domestic construction material.

7. “United States” means the 50 States, the District of Columbia, and outlying areas.

a. Domestic preference.

i. This clause implements [41 U.S.C. chapter 83](#), Buy American, by providing a preference for domestic construction material. In accordance with [41 U.S.C. 1907](#), the component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR [12.505\(a\)\(2\)](#)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

ii. This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

b. The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that—

i. The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

ii. The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or

iii. The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

8. Request for determination of inapplicability of the Buy American statute.

a. Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including—

i. A description of the foreign and domestic construction materials

ii. Unit of measure

iii. Quantity

iv. Price

v. Time of delivery or availability

vi. Location of the construction project

vii. Name and address of the proposed supplier

viii. A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

b. A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON

Construction Material Description Unit of Measure Quantity Price (Dollars)*

Item 1:

Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

Item 2:

Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

SCHEDULE H – PPRTA SPECIAL PROVISIONS
FOLLOWS THIS PAGE

PPRTA FUNDED PROJECTS SPECIAL PROVISIONS

(Revised August 17, 2016)

PPRTA Funding Special Provision: Joint Contracts – City of Colorado Springs (the “City”) and the Pikes Peak Rural Transportation Authority (the “PPRTA”).

This Contract is a joint contract between the Contractor/Consultant (hereinafter the “Contractor”), the City, and the PPRTA. The parties therefore agree to the following:

1. Conflicts: This PPRTA Special Provision shall supersede any contrary provision of this Contract.
2. Parties: The Contractor acknowledges and understands that this Contract is funded in whole or in part by the PPRTA and administered by the City. Both the City and the PPRTA are Parties to this Contract.
3. Payments: The Contractor acknowledges and understands that all payments under this Contract shall be made to the Contractor by the PPRTA. PPRTA funding obligations shall be paid by PPRTA warrants. In the event there is joint City / PPRTA funding, then payment to the Contractor shall consist of warrants from the City and warrants from the PPRTA. The Contractor agrees to accept all payments made or proffered by the PPRTA under this Contract.
4. Bonds: All bonds under this Contract shall include the City and the PPRTA as Obligees.
5. Insurance: All insurance policies provided by the Contractor or by any sub-contractor for any work pursuant to contracts with the Contractor pursuant to this Contract shall name both the City and the PPRTA as additional insureds and shall waive all rights of subrogation, in accord with the terms of this Contract, against both the City and the PPRTA.
6. Law: This Contract is subject to and shall be interpreted under the law of the State of Colorado, and the Charter, City Code, Ordinances, Rules and Regulations of the City of Colorado Springs, Colorado, a Home Rule City; the Resolutions and Rules and Regulations of the PPRTA. Court venue and jurisdiction shall exclusively be in the Colorado District Court for El Paso County, Colorado. The Parties agree that this Contract shall be deemed to have been made in, and the place of performance is deemed to be in, the City of Colorado Springs, El Paso County, State of Colorado. The Contractor shall ensure that the Contractor and the Contractor’s employees, agents, officers and subcontractors are familiar with, and comply with, applicable Federal, State, and Local laws and regulations as now written or hereafter amended.
7. Appropriation and availability of funds: In accord with the Colorado Constitution, Article X, Section 20, and the City Charter, performance of the City’s obligations under this Contract is expressly subject to appropriation of funds by the City Council for this Contract and the availability of those appropriated funds for expenditure. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of the City’s obligations under this Contract, or appropriated funds may not be expended due to Constitutional or City Charter spending limitations, then the City and the PPRTA may terminate this Contract

without compensation to the Contractor. Performance of the PPRTA's obligations under this Contract is expressly subject to appropriation of funds by the PPRTA and the availability of those funds for the payment of obligations incurred under this Contract. Further, in the event that PPRTA funds are not appropriated in whole or in part sufficient for performance of the PPRTA's obligations under this Contract, or appropriated funds may not be expended due to legal limitations or non-availability, then the City and the PPRTA may terminate this Contract without compensation to the Contractor.

8. Indemnification: Subject to the provisions of Section 13-50.5-102(8), C.R.S., to the extent applicable to this Contract, the Contractor agrees that the Contractor shall indemnify, defend and hold harmless the PPRTA, its officers, employees and agents, from and against any and all loss, damage, injuries, claims, cause or causes of action, or any liability whatsoever resulting from, or arising out of, or in connection with the Contractor's obligations or actions under this Contract. To the extent the terms of Section 13-50.5-102(8), C.R.S., are applicable to this Contract, the Contractor and the PPRTA hereby agree for the purposes of this Section that: (i) "the degree or percentage of negligence or fault attributable" to the Contractor as used in Section 13-50.5-102(8)(a), C.R.S., shall be conclusively determined by a trial court at the state or federal level and (ii) the term "adjudication" used in Section 13-50.5-102(8)(c), C.R.S., shall mean a trial court order at the state or a federal level.
9. Governmental Immunity: Nothing in this Contract or in any actions taken by the PPRTA pursuant to this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S.
10. Warranties: All warranties provided by the Contractor under or pursuant to this Contract to the City shall also apply to the PPRTA.
11. Final Payment: Final payment under this Contract shall be made in accord with the terms of this Contract, except that final payment shall be made by the PPRTA, and the making and acceptance of final payment shall constitute a waiver of all claims by the Contractor against the City and the PPRTA.
12. Termination or default of Contract: In all Contract provisions giving the City the right to terminate, for convenience or otherwise, or giving the City rights in the event of default by the Contractor, the term City shall also apply to the PPRTA.
13. Contract Changes: Any changes to the Contract, including but not limited to additions and/or deletions, which are not insignificant to the scope, design and requirements of the Contract shall be subject to prior approval of the PPRTA.

SCHEDULE I – EXHIBITS

- Exhibit 1 Sample Contract
- Exhibit 2 RESERVED See Schedule F
- Exhibit 3 Qualification Statement
- Exhibit 4 Bid Certification and Representations and Certifications
- Exhibit 5 Bid Bond
- Exhibit 6 CDOT Forms
- Exhibit 7 Federal Forms

EXHIBIT 1 – SAMPLE CONTRACT

CONSTRUCTION CONTRACT

Contract Number:		Project Name/Title	
Vendor/Contractor			
Contact Name:		Telephone:	
Email Address:			
Address:			
Federal Tax ID #		Please check one:	<input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Partnership
City Contracting Specialist		City Dept Rep	
NOT TO EXCEED Contract Amount:		City Account #	
Contract Type:	Fixed Unit Price	Period of Performance:	

1. INTRODUCTION

THIS Fixed Unit Price CONTRACT ("Contract") is made and entered into this XXX day of XXX, 2022 by and between the City of Colorado Springs, a Colorado municipal corporation and home rule city, in the County of El Paso, State of Colorado, (the "City"), and _____ (the "Contractor").

THE CITY AND THE CONTRACTOR HEREBY AGREE AS FOLLOWS:

The City has heretofore prepared the necessary Contract Documents for the following Activity: XXXX.

The Contractor did on the XXX day of XXX, 2022 submit to the City the Contractor's written offer and proposal to do the work therein described under the terms and conditions therein set forth and furnish all materials, supplies, labor, services, transportation, tools, equipment, and parts for said work in strict conformity with the accompanying Contract Documents, which are attached hereto and incorporated herein by this reference, including the following:

1. This Contract
2. Schedule A – Price Sheet
3. Schedule B – General Construction Terms and Conditions
4. Schedule C – Special Contract Terms and Conditions
5. Schedule D – General Specifications
6. Schedule E – Special and Technical Specifications
7. Schedule F – Scope of Work
8. Exhibit 1 – Performance, Labor and Material Payment, and Maintenance Bonds
9. Exhibit 2 – Minimum Insurance Requirements

2. COMPENSATION/CONSIDERATION

THIS FIXED UNIT PRICE CONTRACT is established at the Not to Exceed amount of \$xxxxxxx.

Subject to the terms and conditions of the Contract Documents, Contractor agrees to furnish all materials and to perform all work as set forth in its proposal and as required by the Contract Documents.

All pricing is in accordance with the fixed unit prices found in Schedule A, as proposed by the Contractor. Payment made for actual quantities as set forth in Schedule B, General Construction Terms and Conditions. At no time shall the total obligation of the City exceed the not to exceed amount of this Contract.

3. TERM OF CONTRACT

Contractor will start work promptly after the Notice to Proceed and continue to work diligently until completed. The Contractor shall complete all work on an as ordered basis throughout the Contract period which is **the date of Notice to Proceed through April 30, 2022** ("Period of Performance") as per the specifications and drawings. The Contractor shall provide a two-year guarantee on all work performed under this Contract after the job has been completed and accepted.

4. INSURANCE

The Contractor shall provide and maintain acceptable Insurance Policy(s) consistent with the Minimum Insurance Requirements attached as Exhibit 2, which includes Property, Liability, and as otherwise listed in Exhibit 2. The City of Colorado Springs shall be reflected as an additional insured on the Property and Liability policy(s).

Further, Contractor understands and agrees that Contractor shall have no right of coverage under any existing or future City comprehensive, self, or personal injury policies. Contractor shall provide insurance coverage for and on behalf of Contractor that will sufficiently protect Contractor, or Contractor's agents, employees, servants or other personnel, in connection with the services which are to be provided by Contractor pursuant to this Contract, including protection from claims for bodily injury, death, property damage, and lost income. Contractor shall provide worker's compensation insurance coverage for Contractor and all Contractor personnel. Contractor shall file applicable insurance certificates with the City and shall also provide additional insurance as indicated in this Contract. **A CURRENT CERTIFICATE OF INSURANCE IS REQUIRED PRIOR TO COMMENCEMENT OF SERVICES LISTING THE CITY AND XXXX AS ADDITIONALLY INSURED.**

5. RESPONSIBILITY OF THE CONTRACTOR

- A. The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all Scope of Work services furnished by the Contractor under this Contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in services provided under this Contract to the satisfaction of the City.
- B. The City's review, approval of, acceptance of, or payment for the services required under this Contract shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the City for any and all damages to the City caused by the Contractor's negligent performance of any of the services furnished under this Contract.

- C. The rights and remedies of the City provided for under this Contract are in addition to any other rights and remedies provided by law.
- D. If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

6. WORK OVERSIGHT

- A. The extent and character of the work to be done by the Contractor shall be subject to the general approval of the City's delegated Project Manager.
- B. If any of the work or services being performed does not conform with Contract requirements, the City may require the Contractor to perform the work or services again in conformity with Contract requirements, at no increase in Contract amount. When defects in work or services cannot be corrected by re-performance, the City may (1) require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements and (2) reduce the Contract price to reflect the reduced value of the work or services performed.
- C. If the Contractor fails to promptly perform the defective work or services again or to take the necessary action to ensure future performance is in conformity with Contract requirements, the City may (1) by Contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such work or service or (2) terminate the Contract for breach of contract.

7. SUBCONTRACTORS, ASSOCIATES, AND OTHER CONTRACTORS

- A. Any subcontractor, outside associates, or other contractors used by the Contractor in connection with Contractor's work under this Contract shall be limited to individuals or firms that are specifically identified by the Contractor in the Contractor's proposal and agreed to by the City. The Contractor shall obtain the City's Project Manager's written consent before making any substitution of these subcontractors, associates, or other contractors.
- B. The Contractor shall include a flow down clause in all of its subcontracts, agreements with outside associates, and agreements with other contractors. The flow down clause shall cause all of the terms and conditions of this Contract, including all of the applicable parts of the Contract Documents, to be incorporated into all subcontracts, agreements with outside associates, and agreements with other contractors. The flow down clause shall provide clearly that there is no privity of contract between the City and the Contractor's subcontractors, outside associates, and other contractors.

8. KEY PERSONNEL

The key personnel listed in the proposal and/or below will be the individuals used in the performance of the work. If any of the listed key personnel leave employment or are otherwise not utilized in the performance of the work, approval to substitute must be obtained by the Contractor from the City's Project Manager. Any substitute shall have the same or a higher standard of qualifications that the key personnel possessed at the time of Contract award.

9. START AND CONTINUANCE OF WORK

It is further agreed that the Contractor will start work promptly and continue to work diligently until this Contract is completed.

10. APPROPRIATION OF FUNDS

This Contract is expressly made subject to the limitations of the Colorado Constitution and Section 7-60 of the Charter of the City of Colorado Springs. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Colorado Springs, contrary to Article X, § 20, Colo. Const., or any other constitutional, statutory, or charter debt limitation. Notwithstanding any other provision of this Contract, with respect to any financial obligation of the City which may arise under this Agreement in any fiscal year after the year of execution, in the event the budget or other means of appropriation for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure (i) shall act to terminate this Contract at such time as the then-existing and available appropriations are depleted, and (ii) neither such failure nor termination shall constitute a default or breach of this Contract, including any sub-agreement, attachment, schedule, or exhibit thereto, by the City. As used herein, the term "appropriation" shall mean and include the due adoption of an appropriation ordinance and budget and the approval of a Budget Detail Report (Resource Allocations) which contains an allocation of sufficient funds for the performance of fiscal obligations arising under this Contract.

11. CHANGES

The Contractor and the City agree and acknowledge as a part of this Contract that no change order or other form or order or directive may be issued by the City which requires additional compensable work to be performed, which work causes the aggregate amount payable under the Contract to exceed the amount appropriated for this Contract as listed above, unless the Contractor has been given a written assurance by the City that lawful appropriations to cover the costs of the additional work have been made or unless such work is covered under a remedy-granting provision of this Contract. The Contractor and the City further agree and acknowledge as a part of this Contract that no change order or other form or order or directive which requires additional compensable work to be performed under this Contract shall be issued by the City unless funds are available to pay such additional costs, and, regardless of any remedy-granting provision included within this Contract, the Contractor shall not be entitled to any additional compensation for any change which increases or decreases the Contract completion date, or for any additional compensable work performed under this Contract, and expressly waives any rights to additional compensation, whether by law or equity, unless, prior to commencing the additional work, the Contractor is given a written change order describing the change in Contract completion date or the additional compensable work to be performed, and setting forth the amount of compensation to be paid, and such change order is signed by the authorized City representative, as defined below. The amount of compensation to be paid, if any, shall be deemed to cover any and all additional, direct, indirect or other cost or expense or profit of the Contractor whatsoever. It is the Contractor's sole responsibility to know, determine, and ascertain the authority of the City representative signing any change order under this Contract.

No change, amendment, or modification to this Contract shall be valid unless duly approved and issued in writing by the City of Colorado Springs Procurement Services Division. The City shall not be liable for any costs incurred by the Contractor resulting from work performed for changes not issued in writing by the City of Colorado Springs Procurement Services Division.

The following personnel are authorized to sign changes, amendments, or modifications to this Contract.

The Project Manager: Changes up to \$14,999.99

The City of Colorado Springs Chief of Staff: Changes up to \$499,999.99

The Mayor of the City of Colorado Springs: Unlimited

12. ECONOMIC PRICE ADJUSTMENT

- A. The Contractor shall notify the City of Colorado Springs Procurement Services Division if, at any time during contract performance, the rate of pay for labor or the unit prices for material shown in Schedule A experiences a significant increase. A change in price shall be considered significant when the unit price of an item increases by 10% from the execution date of this Contract. The Contractor shall furnish notice of this increase within 60 days after the increase, or within any additional period that the City Procurement Services Division may approve in writing, but not later than the date of final payment under this Contract. The notice shall include the Contractor's proposal for an adjustment in the Contract unit prices to be negotiated under paragraph (b) of this clause, and shall include, in the form required by the City Procurement Services Division, supporting data explaining the cause, effective date, and amount of the increase and the amount of the Contractor's adjustment proposal.
- B. Promptly after the City Procurement Services Division receives the notice and data under paragraph (a) of this clause, the City Procurement Services Division and the Contractor shall negotiate a price adjustment in the contract unit prices and its effective date. However, the City Procurement Services Division may postpone the negotiations until an accumulation of increases in the labor rates (including fringe benefits) and unit prices of material shown in Schedule A results in an adjustment allowable under paragraph (c)(3) of this clause. The City Procurement Services Division shall modify this contract (1) to include the price adjustment and its effective date and (2) to revise the labor rates (including fringe benefits) or unit prices of material as shown in Schedule A to reflect the increases resulting from the adjustment. The Contractor shall continue performance at current rates pending agreement on, or determination of, any adjustment and its effective date.
- C. Any price adjustment under this clause is subject to the following limitations:
 - 1. Any adjustment shall be limited to the effect on unit prices of the increases in the rates of pay for labor (including fringe benefits) or unit prices for material shown in Schedule A. There shall be no adjustment for:
 - (i) Supplies or services for which the production cost is not affected by such changes;
 - (ii) Changes in rates or unit prices other than those shown in Schedule A; or
 - (iii) Changes in the quantities of labor or material used from those shown in Schedule A for each item.
 - 2. No upward adjustment shall apply to supplies or services that are required to be delivered or performed before the effective date of the adjustment, unless the Contractor's failure to deliver or perform according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence, within the meaning of the Default clause.
 - 3. There shall be no adjustment for any change in rates of pay for labor (including fringe benefits) or unit prices for material which would not result in a net change of at least 3 percent of the then-current total contract price. This limitation shall not apply, however, if, after final delivery of all line items, either party requests an adjustment under paragraph (b) of this clause.

4. The aggregate of the increases in any contract unit price made under this clause shall not exceed 10 percent of the original unit price.

13. ASSIGNMENT

No assignment or transfer by the Contractor of this Contract or any part thereof or of the funds to be received thereunder by the Contractor will be recognized unless such assignment has had the prior written approval of the City and the surety has been given due notice of such assignment. Such written approval by the City shall not relieve the Contractor of the obligations under the terms of this Contract. In addition to the usual recitals in assignment contracts, the following language must be included in the assignment:

It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.

14. CHOICE OF LAW

This Contract is subject to and shall be interpreted under the law of the State of Colorado, and the Charter, City Code, Ordinances, Rules and Regulations of the City of Colorado Springs, Colorado, a Colorado home rule city. Court venue and jurisdiction shall be exclusively in the Colorado District Court for El Paso County, Colorado. The Parties agree that the place of performance for this Contract is deemed to be in the City of Colorado Springs, El Paso County, State of Colorado. The Contractor shall ensure that the Contractor and the Contractor's employees, agents, officers and subcontractors are familiar with, and comply with, applicable Federal, State, and Local laws and regulations as now written or hereafter amended.

15. WORKERS' COMPENSATION INSURANCE

Contractor shall take out and maintain during the Period of Performance, Colorado Worker's Compensation Insurance for the Contractor and all employees of the Contractor. If any service is sublet by the Contractor, the Contractor shall require the subcontractor to provide the same coverage for the subcontractor and subcontractor's employees. Workers' Compensation Insurance shall include occupational disease provisions covering any obligations of the Contractor in accord with the provisions of the Workers' Compensation Act of Colorado.

16. INDEMNIFICATION

Contractor agrees that the Contractor shall indemnify, defend and hold harmless the City, its officers, employees and agents, from and against any and all loss, damage, injuries, claims, cause or causes of action, or any liability whatsoever resulting from, or arising out of, or in connection with the Contractor's obligations or actions under this Contract caused by any willful or negligent error, omission or act or a failure to observe any applicable standard of care by the Contractor or any person employed by it or anyone for whose acts the Contractor is legally liable. In consideration of the award of this Contract, to the extent damages are covered by insurance, the Contractor agrees to waive all rights of subrogation against the City, its subsidiary, parent, associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers for losses arising from the work performed by the Contractor for the City. The indemnification obligation shall survive the expiration or termination of this Contract

17. INDEPENDENT CONTRACTOR

In the performance of the Contractor's obligations under this Contract, it is understood, acknowledged and agreed between the parties that the Contractor is at all times acting and performing as an independent contractor, and the City shall neither have nor exercise any control or direction over the manner and means by which the Contractor performs the Contractor's obligations under this Contract, except as otherwise stated within the Contract terms. The City shall not provide any direction to the Contractor on the work necessary to complete the project. Contractor understands that it is an independent contractor responsible for knowing how to perform all work or tasks necessary to complete project. The Contractor understands and agrees that the Contractor and the Contractor's employees, agents, servants, or other personnel are not City employees. The Contractor shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits or any other form of compensation or benefit to the Contractor or any of the Contractor's employees, agents, servants or other personnel performing services or work under this Contract, whether it is of a direct or indirect nature. Further in that regard, it is expressly understood and agreed that for such purposes neither the Contractor nor the Contractor's employees, agents, servants or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement or any other benefits whatsoever.

18. APPLICABLE LAW AND LICENSES

In the conduct of the services or work contemplated in this Contract, the Contractor shall ensure that the Contractor and all subcontractors comply with all applicable state, federal and City and local law, rules and regulations, technical standards or specifications. The Contractor shall qualify for and obtain any required licenses prior to commencement of work.

19. PRIOR AGREEMENTS

This is a completely integrated Contract and contains the entire agreement between the parties. Any prior written or oral agreements or representations regarding this Contract shall be of no effect and shall not be binding on the City. This Contract may only be amended in writing, and executed by duly authorized representatives of the parties hereto.

20. INTELLECTUAL PROPERTY

The Parties hereby agree, and acknowledge, that all products, items writings, designs, models, examples, or other work product of the Contractor produced pursuant to this Contract are works made for hire, and that the City owns, has, and possesses any and all ownership rights and interests to any work products of the Contractor made under this Contract, including any and all copyright, trademark, or patent rights, and that compensation to the Contractor for Agreement and acknowledgment of this intellectual property right section of this Contract is included in any compensation or price whatsoever paid to the Contractor under this Contract. It is the intent of the parties that the City shall have full ownership and control of the Contractor's work products produced pursuant to this Contract, and the Contractor specifically waives and assigns to the City all rights which Contractor may have under the 1990 Visual Artists Rights Act, federal, and state law, as now written or later amended or provided. In the event any products, items writings, designs, models, examples, or other work product produced pursuant to this Contract is deemed by a court of competent jurisdiction not to be a work for hire under federal copyright laws, this intellectual property rights provision shall act as an irrevocable assignment to the City by the Contractor of any and all copyrights, trademark rights, or patent rights in the Contractor's products,

items writings, designs, models, examples, or other work product produced pursuant to this Contract, including all rights in perpetuity. Under this irrevocable assignment, the Contractor hereby assigns to the City the sole and exclusive right, title, and interest in and to the Contractor's products, items writings, designs, models, examples, or other work product produced pursuant to this Contract, without further consideration, and agrees to assist the City in registering and from time to time enforcing all copyrights and other rights and protections relating to the Contractor's products, items writings, designs, models, examples, or other work product in any and all countries. It is the Contractor's specific intent to assign all right, title, and interest whatsoever in any and all copyright rights in the Contractor's products, items writings, designs, models, examples, or other work product produced pursuant to this Contract, in any media and for any purpose, including all rights of renewal and extension, to the City. To that end, the Contractor agrees to execute and deliver all necessary documents requested by the City in connection therewith and appoints the City as Contractor's agent and attorney-in-fact to act for and in Contractor's behalf and stead to execute, register, and file any such applications, and to do all other lawfully permitted acts to further the registration, prosecution, issuance, renewals, and extensions of copyrights or other protections with the same legal force and effect as if executed by the Contractor; further, the parties expressly agree that the provisions of this intellectual property rights section shall be binding upon the parties and their heirs, legal representatives, successors, and assigns.

21. WAIVERS

No waiver of default by the City of any of the terms, covenants, and conditions hereof to be performed, kept, and observed by the Contractor shall be construed, or shall operate, as a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained to be performed, kept, and observed by the Contractor.

22. THIRD PARTIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties hereto, and nothing contained in this Contract shall give or allow any such claim or right of action by any other or third person or entity on such Contract. It is the express intention of the Parties hereto that any person or entity, other than the Parties to this Contract, receiving services or benefits under this Contract shall be deemed to be incidental beneficiaries only.

23. TERMINATION

A. Termination for Convenience.

By signing this Contract, Contractor represents that it is a sophisticated business and enters into the Contract voluntarily, has calculated all business risks associated with this Contract, and understands and assumes all risks of being terminated for convenience, whether such risks are known or not known. Contractor agrees that the City may terminate this Contract at any time for convenience of the City, upon written notice to the Contractor. Contractor expressly agrees to and assumes the risk that the City shall not be liable for any costs or fees of whatsoever kind and nature if termination for convenience occurs before Contractor begins any work or portion of the work. Contractor further expressly agrees and assumes the risks that the City shall not be liable for any unperformed work, anticipated profits, overhead, mobilizations costs, set-up, demobilization costs, relocation costs of employees, layoffs or severance costs, administrative costs, productivity costs, losses on disposal of equipment or materials, cost associated with the

termination of subcontractors, costs associated with purchase orders or purchases, or any other costs or fees of any kind and nature, if Contractor has started or performed portions of the Contract prior to receiving notice from the City. The City shall be liable only for the portions of work Contractor actually satisfactorily completed up to the point of the issuance of the Notice of Termination for convenience. Upon receipt of this notice the Contractor shall immediately: discontinue all services affected (unless the notice directs otherwise), and deliver to the City all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.

B. Termination for Cause: The occurrence of any one or more of the following events ("Event of Default") will justify termination for cause:

1. Contractor's failure to perform the work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule as adjusted from time to time.
2. Contractor's disregard of the laws or regulations of any public body having jurisdiction.
3. Contractor's disregard of the authority of Project Manager.
4. Contractor's violation in any material provision of the Contract Documents.
5. Contractor's failure to make prompt payments to its subcontractors, and suppliers of any tier, or laborers or any person working on the work by, through, or under the Contractor or any of them, any all of their employees, officers, servants, members, and agents.
6. Contractor files a petition commencing a voluntary case under the U.S. Bankruptcy Code, or for liquidation, reorganization, or an arrangement pursuant to any other U.S. or state bankruptcy Laws, or shall be adjudicated a debtor or be declared bankrupt or insolvent under the U.S. Bankruptcy Code, or any other federal or state laws relating to bankruptcy, insolvency, winding-up, or adjustment of debts, or makes a general assignment for the benefit of creditors, or admits in writing its inability to pay its debts generally as they become due, or if a petition commencing an involuntary case under the U.S. Bankruptcy Code or an answer proposing the adjudication of Contractor as a debtor or bankrupt or proposing its liquidation or reorganization pursuant to the Bankruptcy Code or any other U.S. federal or state bankruptcy laws is filed in any court and Contractor consents to or acquiesces in the filing of that pleading or the petition or answer is not discharged or denied within sixty (60) Calendar Days after it is filed.
7. A custodian, receiver, trustee or liquidator of Contractor, all or substantially all of the assets or business of Contractor, or of Contractor's interest in the Work or the Contract, is appointed in any proceeding brought against Contractor and not discharged within sixty (60) Calendar Days after that appointment, or if Contractor shall consent to or acquiesces in that appointment.
8. Contractor fails to commence correction of defective work or fails to correct defective work within a reasonable period of time after written notice.

If one or more of the events identified in Paragraphs 1-8 above occur, City may give Contractor written notice of the event and direct the event be cured. Any such Notice to Cure will provide Contractor a minimum of ten (10) calendar days to prepare and submit to the Project Manager a plan to correct the Event of Default. If such plan to correct the Event of Default is not submitted to the Project Manager within ten (10) days after the date of the written notice or such plan is unacceptable to the City, the City may, give Contractor (and the Surety, if any) written notice that Contractor's services are being terminated for cause. Upon delivery of the termination notice, City may terminate the services of Contractor in whole or in part, exclude Contractor from the site, and take possession of the work and of all Contractor's tools, appliances, construction equipment, and machinery at the project site, and use the same to

the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion), incorporate in the work all materials and equipment stored at the site or for which City has paid Contractor but which are stored elsewhere, and finish the work as City may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until Certificate of Completion of the work. In the event City terminates this Contract for Cause and the cost of completing the work exceeds the unpaid balance of the Contract price, Contractor shall pay City for any costs of completion which exceed the Contract price when combined with all amounts previously paid to Contractor. When exercising any rights or remedies under this paragraph City shall not be required to obtain the lowest price for the work performed. Should the cost of such completion, including all proper charges, be less than the original Contract price, the amount so saved shall accrue to the City. Neither the City nor any officer, agent or employee of the City shall be in any way liable or accountable to the Contractor or the Surety for the method by which the completion of the said work, or any portion thereof, may be accomplished or for the price paid.

Where Contractor's services have been so terminated by City, the termination will not affect any rights or remedies of City against Contractor or Surety then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by City will not release Contractor from liability.

- C. Termination Notice. Upon receipt of a termination notice, whether for convenience or cause, the Contractor shall immediately: discontinue all services affected (unless the notice directs otherwise), and deliver to the City all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.
- D. Removal of Equipment. Except as provided above, in the case of termination of this Contract before completion from any cause whatever, the Contractor, if notified to do so by the City, shall promptly remove any part or all of Contractor's equipment and supplies from the property of the City, failing which the City shall have the right to remove such equipment and supplies at the expense of the Contractor.

24. BOOKS OF ACCOUNT AND AUDITING

The Contractor shall make available to the City if requested, true and complete records, which support billing statements, reports, performance indices, and all other related documentation. The City's authorized representatives shall have access during reasonable hours to all records, which are deemed appropriate to auditing billing statements, reports, performance indices, and all other related documentation. The Contractor agrees that it will keep and preserve for at least seven years all documents related to the Contract which are routinely prepared, collected or compiled by the Contractor during the performance of this Contract.

The City's Auditor and the Auditor's authorized representatives shall have the right at any time to audit all of the related documentation. The Contractor shall make all documentation available for examination at the Auditor's request at either the Auditor's or Contractor's offices, and without expense to the City.

25. COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT OF 1986

Contractor certifies that Contractor has complied with the United States Immigration Reform and Control Act of 1986. All persons employed by Contractor for performance of this Contract have completed and signed Form I-9 verifying their identities and authorization for employment.

26. LABOR

The Contractor shall employ only competent and skilled workmen and foremen in the conduct of work on this Contract. The Contractor shall at all times enforce strict discipline and good order among Contractor's employees. The Project Manager shall have the authority to order the removal from the work of any person, including Contractor's or any subcontractor's employees, who refuses or neglects to observe any of the provisions of these Plans or Specifications, or who is incompetent, abusive, threatening, or disorderly in conduct and any such person shall not again be employed on the Project.

In accord with the Keep Jobs in Colorado Act, codified at sections 8-17-101, et seq., C.R.S., Colorado labor shall be employed to perform the work to the extent of not less than eighty percent (80%) of each type or class of labor in the several classifications of skilled and common labor employed on this Project et seq.; provided however, that this paragraph shall not apply if the Project receives federal funding.

In no event shall the City be responsible for overtime pay.

27. GRATUITIES

- A. This Contract may be terminated if the Mayor, the Mayor's designee, and/or the Procurement Services Manager determine, in their sole discretion, that the Contractor or any officer, employee, agent, or other representative whatsoever, of the Contractor offered or gave a gift or hospitality to a City officer, employee, agent or Contractor for the purpose of influencing any decision to grant a City contract or to obtain favorable treatment under any City contract.
- B. The terms "hospitality" and "gift" include, but are not limited to, any payment, subscription, advance, forbearance, acceptance, rendering or deposit of money, services, or anything of value given or offered, including but not limited to food, lodging, transportation, recreation or entertainment, token or award.
- C. Contract termination under this provision shall constitute a breach of contract by the Contractor, and the Contractor shall be liable to the City for all costs of reletting the contract or completion of the project. Further, if the Contractor is terminated under this provision, or violates this provision but is not terminated, the Contractor shall be subject to debarment under the City's Procurement Regulations. The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

28. NON-DISCRIMINATION

- A. In accord with section 24-34-402, C.R.S., Title VII of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 as amended, all applicable federal and state laws, the Contractor will not discriminate against any employee or applicant for employment because of disability, race, creed, color, sex, sexual orientation, gender identity, gender expression, religion, age, national origin, or ancestry.

- B. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- C. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to disability, race, creed, color, sex, sexual orientation, gender identity, gender expression, religion, age, national origin, or ancestry.

29. ORDER OF PRECEDENCE

Any inconsistency in this Contract shall be resolved by giving precedence in the following order:

- A. This Contract document with its terms and conditions
- B. Specific Construction Terms and Conditions
- C. General Construction Terms and Conditions
- D. The Statement of Work
- E. Specific Specifications
- F. General Specifications
- G. Other Appendices, Attachments, Exhibits, or Schedules

30. HEADINGS

The section headings contained in this Contract are for reference purposes only and shall not affect the meaning or interpretation of this Contract.

31. DISPUTES

- A. All administrative and contractual disputes arising from or related to this Contract other than those arising under Unanticipated Circumstances provisions (in section 107.27 of Schedule B General Construction Terms and Conditions) shall be addressed in the following manner:
 - 1. If either Party disputes or disagrees with a Contract term or the other Party's interpretation of a Contract term or has any other administrative or contractual dispute not addressed in the Unanticipated Circumstances provisions, such Party shall promptly give the other Party written notice of said dispute.
 - 2. The Parties shall hold a meeting as soon as reasonably possible, but in no event later than thirty (30) calendar days from the initial written notice of the dispute, attended by persons with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute; provided, however, that no such meeting shall be deemed to vitiate or reduce the obligations and liabilities of the Parties or be deemed a waiver by a Party of any remedies to which such Party would otherwise be entitled unless otherwise agreed to by the Parties in writing.
 - 3. If, within thirty (30) calendar days after such meeting, the Parties have not succeeded in negotiating a resolution of the dispute, they agree to submit the dispute to non-binding mediation and to bear equally the costs of the mediation.
 - 4. The Parties will jointly appoint a mutually acceptable mediator. If they fail to do so within twenty (20) calendar days from the conclusion of the negotiation period, they shall each select a mediator. The two mediators will then appoint a third mediator who shall conduct mediation for the Parties as the sole mediator.
 - 5. The Parties agree to participate in good faith in the mediation and negotiations for a period of thirty (30) calendar days. The substantive and procedural law of the State of Colorado

shall apply to the proceedings. If the Parties are not successful in resolving the dispute through mediation, then the Parties shall be free to pursue any other remedy afforded by the laws of the State of Colorado.

6. Until final resolution of any dispute hereunder, the Contractor shall diligently proceed with the performance of this Contract as directed by the City. For purposes of this Contract, termination for convenience shall not be deemed a dispute. The City of Colorado Springs and the Contractor agree to notify each other in a timely manner of any claim, dispute, or cause of action arising from or related to this Contract, and to negotiate in good faith to resolve any such claim, dispute, or cause of action. To the extent that such negotiations fail, the City of Colorado Springs and the Contractor agree that any lawsuit or cause of action that arises from or is related to this Contract shall be filed with and litigated only by the Colorado District Court for El Paso County, CO.

32. DELIVERY

The City may cancel this Contract or any portion thereof if delivery is not made when and as specified, time being of the essence in this Contract. Contractor shall pay the City for any loss or damage sustained by the City because of failure to perform in accordance with this Contract.

33. PAYMENTS

All invoices shall be sent to the Project Manager identified in this Contract.

The City will pay the Contractor, upon submission of proper invoices, the prices stipulated in the Contract for services rendered and accepted, less any deductions provided in this Contract within 30 days (Net 30). The City will not pay late fees or interest. Any discount payment terms offered on the invoice may be taken by the City.

All payments for Construction will be made in accordance with the Payment provisions found in Schedule B – General Construction Terms and Conditions.

Each invoice must contain at least the following information:

Contract number, issued purchase order number, invoice number, invoice date, timeframe covered by invoice, type and amount of labor and materials used for that time period, dollar amount in unit price, extended price, and total value of invoice.

34. INSPECTION OF SERVICES

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the services furnished under this Contract conform to Contract requirements, including any applicable technical requirements for specified manufacturers' parts. This clause takes precedence over any City inspection and testing required in the Contract's specifications, except for specialized inspections or tests specified to be performed solely by the City.

- A. Definition of "services", as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Contract. Complete records of all inspection work performed

by the Contractor shall be maintained and made available to the City during Contract performance and for as long afterwards as the Contract requires.

- C. The City has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. The City will perform inspections and tests in a manner that will not unduly delay the work.
- D. If the City performs inspections or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in Contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

35. SECURITY

The City maintains security requirements regarding access to City buildings and other City workplaces and worksites on City property. All Contractor personnel accessing City buildings, workplaces, or worksites, may be required to produce a valid, Government issued picture identification. Contractor personnel lacking such identification may not be allowed access to such sites. No costs incurred by the Contractor due to City security requirements shall be allowable or payable under this Contract.

36. TIME IS OF THE ESSENCE

In as much as the Contract concerns a needed or required service, the terms, conditions, and provisions of the Contract relating to the time of performance and completion of work are of the essence of this Contract. The Contractor shall begin work on the day specified and shall prosecute the work diligently so as to assure completion of the work within the number of calendar days or date specified, or the date to which the time for completion may have been extended.

37. EMPLOYMENT OF LABOR

The Contractor shall comply with, and defend and hold the City harmless from any violation of all laws and lawful rules and regulations, both of the State of Colorado and of the United States, relating to Workmen's Compensation, unemployment compensation, Social Security, payment for overtime, and all other expenses and conditions of employment under this Contract.

38. SALES TAX

The Contractor must have a tax-exemption certificate from the Colorado Department of Revenue for this project. The certificate does not apply to City of Colorado Springs Sales and Use Tax which shall be applicable. The tax exempt project number and the exemption certificate only applies to County, PPRTA (Pikes Peak Rural Transportation Authority), and State taxes when purchasing construction and building materials **to be incorporated into this project**.

Furthermore, the exemption **does not** include or apply to the purchase or rental of equipment, supplies or materials that **do not become a part of the completed project or structure**. Such purchases and rentals are subject to full applicable taxation.

All contracts with subcontractors must include the City of Colorado Springs Sales and Use Tax on the work covered by the Contract, and other taxes as applicable.

Note: For all equipment, materials and supplies incorporated into the work purchased from vendors or suppliers not licensed to collect City Sales Tax (i.e. out of state suppliers, etc.), City Use Tax is due and payable to the City. The Contractor shall execute and deliver, and shall cause the Contractor's subcontractors to execute and deliver to the City Sales Tax Office, ST 16 forms listing all said equipment, materials and supplies and the corresponding use tax due, along with payment for said taxes. Any outstanding taxes due may be withheld from the final payment due the Contractor and may result in suspension of Contractor from bidding on City projects.

Forms and instructions can be downloaded at <https://coloradosprings.gov/cat/government/tax-information/sales-tax>. Questions can be directed to the City Sales Tax Division at (719) 385-5903.

Our Registration Numbers are as follows:

City of Colorado Springs

Federal I.D.: 84-6000573

Federal Excise: A-138557

State Sales Tax: 98-03479

The Contractor's payment or exemption of State of Colorado, El Paso County and City Sales and Use Taxes shall be as specified herein.

39. SEVERABILITY

If any terms, conditions, or provisions of this Contract shall be held unconstitutional, illegal, or void, such finding shall not affect any other terms, conditions, or provisions of this Contract.

40. LIABILITY OF CITY EMPLOYEES

All authorized representatives of the City are acting solely as agents and representatives of the City when carrying out and exercising the power or authority granted to them under the Contract. There shall not be any liability on them either personally or as employees of the City.

41. USE OF CITY NAME OR LOGO

Except as otherwise provided in this Contract, the Contractor shall not refer to this Contract or the City of Colorado Springs in any advertising or promotions in such a manner as to state or imply that the product or service provided is endorsed or preferred by the City of Colorado Springs, its employees, or its Departments, or is considered by these entities to be superior to other products or services. Any use of the name or logo of the City of Colorado Springs in advertising or promotions must be approved in writing by the City of Colorado Springs Contracts Specialist assigned to the Contract prior to such use.

42. TRAVEL

If travel expenses are included as a line item in this Contract, all travel expenses incurred and billable by the Contractor are subject to City approval. Air travel shall be limited to the round trip "economy coach" fare. Travel from the Colorado Springs Airport is encouraged. Unless there are extenuating circumstances, the Contractor should take advantage of lower airfares by purchasing tickets more than 14 days in advance of travel. In-state travel by air must be more economical than travel by private vehicle. Use of a private vehicle may be reimbursed per mile at the current rate published by the IRS annually. Short-term parking, long-term parking or cab fare associated

with airport departure and arrival may be allowable expenses. Valet parking will not be allowed unless it is the least expensive or only option. Car rental rates may be reimbursed for car rentals no greater than the intermediate or standard classification. The City will not reimburse any other travel methods or expenses. The City will pay for lodging, meals, and miscellaneous expenses on a per diem basis only, in accordance with the current per diem rates published by the IRS annually. The City will not pay for Contractor expenses exceeding the per diem rates. Receipts for all reimbursable expenses must be provided with the Contractor's invoice.

43. ELECTRONIC SIGNATURE

This Agreement and all other documents contemplated hereunder may be executed using electronic signature with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be (i) an original, and all of which taken together shall constitute one and the same agreement, (ii) a valid and binding agreement and fully admissible under state and federal rules of evidence, and (iii) enforceable in accordance with its terms

44. APPENDICES

The following Appendices are made a part of this Agreement:

1. Schedule A – Price Sheet
2. Schedule B – General Construction Terms and Conditions
3. Schedule C – Special Contract Terms and Conditions
4. Schedule D – General Specifications
5. Schedule E – Special and Technical Specifications
6. Schedule F – Scope of Work
7. Exhibit 1 – Performance, Labor and Material Payment, and Maintenance Bonds
8. Exhibit 2 – Minimum Insurance Requirements

CONTRACT SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have caused these presents to be executed on the day and the year first above written.

This Contract is executed in one (1) original copy.

THE CITY OF COLORADO SPRINGS, COLORADO:

SECOND PARTY:	
Corporate Name	
Signature	Date
Title	

EXHIBIT 2 – RESERVED

SEE SCHEDULE F – INSURANCE REQUIREMENTS

EXHIBIT 3 – QUALIFICATION STATEMENT

This statement will provide information which will enable the City to evaluate the qualifications of your firm and staff with regard to the requirements of this Invitation for Bid. Please complete this form in its entirety and submit it (in the number of copies requested) along with the other required proposal documents. If a request in the Qualification Statement is contained in the Bid, indicate the section in the Bid where that information can be found.

(PRINT)

FIRM NAME: _____

ADDRESS: _____

CITY STATE ZIP: _____

AUTHORIZED REPRESENTATIVE: _____

TITLE: _____

AUTHORIZED SIGNATURE: _____

PHONE: _____ FAX: _____

E-MAIL ADDRESS: _____

1. TYPE OF BUSINESS _____

2. TYPE OF LICENSE AND LOCATION

CORPORATION ☐ INDIVIDUAL ☐

PARTNERSHIP ☐ JOINT VENTURE ☐

OTHER: _____

3. TYPE OF SERVICE TO BE PROVIDED FOR IFB: _____

4. NUMBER OF YEARS IN BUSINESS: _____

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

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

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

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

IF "YES", EXPLAIN:

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

10. ARE YOU PRESENTLY INVOLVED IN ANY LITIGATION WITH ANY GOVERNMENT AGENCY? YES ☐ NO ☐ IF "YES", EXPLAIN TYPE, KIND, PLAINTIFF, DEFENDANT, ETC., AND STATE THE CURRENT STATUS:

11. BANK REFERENCE:

ADDRESS:

CONTACT:

PHONE:

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

1. Location of Project:

Size of Project:

Contract Amount:

Contact Name and Title:

Contract Address:

Contact telephone and FAX Numbers:

2. Location of Project:

Size of Project:

Contract Amount:

Contact Name:

Contact Address:

Contact telephone and FAX Numbers:

3. Location of Project:

Size of Project:

Contract Amount:

Contact Name:

Contact Address:

Contact telephone and FAX Numbers:

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

1. Location of Project:

Size of Project:

Contract Amount:

Contact Name and Title:

Contact Address:

Contact telephone and FAX Numbers:

2. Location of Project: _____
Size of Project: _____
Contract Amount: _____
Contact Name and Title: _____
Contact Address: _____
Contact telephone and FAX Numbers: _____
3. Location of Project: _____
Size of Project: _____
Contract Amount: _____
Contact Name and Title: _____
Contact Address: _____
Contact telephone and FAX Numbers: _____
14. LIST OF SUB-CONTRACTORS TO BE USED FOR THIS PROJECT:
(INCLUDE NAME, ADDRESS, TELEPHONE NUMBER, TYPE OF WORK)
1. Name: _____
Address: _____
Telephone Number: _____
Type of Work: _____
2. Name: _____
Address: _____
Telephone Number: _____
Type of Work: _____
3. Name: _____
Address: _____
Telephone Number: _____
Type of Work: _____

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

EXHIBIT 4 – BID CERTIFICATION AND REPRESENTATIONS AND CERTIFICATIONS

Check or Mark the space after each number to indicate compliance.

1. _____ Address of Offeror's Principal Place of Business:

Does Offeror have an established office or facility in Colorado Springs?

Yes _____ No _____

If yes, indicate address below if different than Principal Place of Business.

Colorado Springs Facility - Year established _____

Address of Colorado Springs Facility:

Percent of Work to be Performed from Principal Place of Business? _____

Percent of Work to be Performed from Colorado Springs Facility? _____

2. _____ Indicate your ability to provide a certificate of insurance evidencing the required coverage types and limits specified in Minimum Insurance Requirements Exhibit. (The certificate of insurance must reflect the City of Colorado Springs as an Additional Insured, as applicable.)

Indicate your ability to comply with the following requirements:

The City shall be added as an Additional Insured to all liability policies:

Yes _____ No _____

Your property and liability insurance company is licensed to do business in Colorado:

Yes _____ No _____

Provide the name of your property and liability insurance company here:

Name: _____

Your property and liability insurance company has an AM best rating of not less than B+ and/or VII:

Yes _____ No _____

Worker's Compensation Insurance is carried for all employees and covers work done in Colorado:

Yes _____ No _____

3. _____ Provide one (1) copy of current financial statements (if required). Enclose financial information in a separate envelope; do not bind with the other proposal copies. If review of the information is to be restricted to the City's financial officer, it must be marked accordingly.
4. _____ Provide the completed and signed bid. (Bids must be identified as specified in this IFB document). All required Exhibits are attached.

By signing below, the Offeror certifies that no person or firm other than the Offeror or as otherwise indicated has any interest whatsoever in this offer or any Contract that may be entered into as a result of this offer and that in all respects the offer is legal and firm, submitted in good faith without collusion or fraud. The undersigned additionally declares that it has carefully examined the Bid information and the complete Solicitation prior to submitting a Bid. The Bidder's signature will be considered the Bidder's acknowledgement of understanding and ability to comply with all items in the solicitation.

Offeror has appointed _____ as the Offeror's representative and contact for all questions or clarifications in regard to this Offeror.

Telephone: (____) _____

Email: _____

The undersigned acknowledges and understands the terms, conditions, Specifications and all Requirements contained and/or referenced and are legally authorized by the Offeror to make the above statements or representations.

(Name of Company)

(Signature)

(Address)

Date

(City, State and Zip)

(Telephone Number)

(Name typed/Printed)

(Title)

(E-Mail Address)

FEDERAL TAX ID # _____

This Company Is: Corporation____ Individual____ Partnership____ LLC____

Offeror hereby acknowledges receipt of the following amendments, if applicable. Offeror agrees that it is bound by all Amendments identified herein.

AMENDMENT #1_____ DATED:_____

AMENDMENT #2_____ DATED:_____

AMENDMENT #3_____ DATED:_____

Please Note: the following Representations and Certifications must be initialed by Offeror in the spaces provided and returned with this certification.

1. INSURANCE REQUIREMENTS

Offeror shall comply with all insurance requirements and will submit the Insurance Certificates prior to performance start date. If limits are different from the stated amounts, Offeror shall explain variance. Certain endorsements and “additionally insured” statements may require further clarification and specific statements on a project specific basis and should have been described in the Offeror’s Bid.

Initials for 1

2. ETHICS VIOLATIONS

- A. The Offeror shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in this clause in its own operations and direct business relationships.
- B. Offeror certifies the Offeror has not violated or caused any person to violate, and shall not violate or cause any person to violate, the City’s Code of Ethics contained in Article 3, of Chapter 1 of the City Code and in the City’s Procurement Rules and Regulations
- C. When the Offeror has reasonable grounds to believe that a violation described in this clause may have occurred, the Offeror shall promptly report the possible violation to the City Contracts Specialist in writing.
- D. The Offeror must disclose with the signing of this Bid, the name of any officer, director, or agent who is also an employee of the City and any City employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Offeror’s firm or any of its branches.
- E. In addition, the Offeror must report any conflict or apparent conflict, current or discovered during the performance of the Contract, to the City Contracts Specialist.
- F. The Offeror shall not engage in providing gifts, meals or other amenities to City employees. The right of the Offeror to proceed may be terminated by written notice issued by City Contracts Specialist if Offeror offered or gave a gratuity to an officer, official, or employee of the City and intended by the gratuity to obtain a contract or favorable treatment under a contract.
- G. The Offeror shall cooperate fully with the City or any agency investigating a possible violation on behalf of the City. If any violation is determined, the Offeror will properly compensate the City.
- H. The Offeror agrees to incorporate the substance of this clause (after substituting “Contractor” for “Offeror”) in all subcontracts under this offer.

Initials for 2

3. COOPERATION WITH OTHER CONTRACTORS

Other City activities/contracts may be in progress or start during the performance of this contract. The Offeror shall coordinate the work harmoniously with the other contractors or City personnel, if applicable.

Initials for 3

4. INTERNET USE

Should the Offeror require access to City Internet resources in the performance of this requirement, a “Contractor’s Internet Use Agreement” form must be separately signed by each individual having access to the City Network. The completed Contractor’s Internet Use Agreement will be maintained with this agreement. Inappropriate use of the City Network will be grounds for immediate termination of any awarded contract.

Initials for 4

5. LITIGATION

If awarded a contract, Offeror shall notify the City within five (5) calendar days after being served with a summons, complaint, or other pleading in any matter which has been filed in any federal or state court or administrative agency. The Offeror shall deliver copies of such document(s) to the City's Procurement Services Manager. The term "litigation" includes an assignment for the benefit of creditors, and filings of bankruptcy, reorganization and/or foreclosure.

Initials for 5

6. CONTRACTOR'S REGISTRATION INFORMATION

Offeror's firm verifies and states that they are (check all that apply):

_____ Large Business (i.e. do not qualify as a small business or non-profit)

_____ Nonprofit

_____ Small Business

_____ Minority Owned Business/Small Disadvantaged Business

_____ Woman Owned Business

_____ Veteran Owned Business

_____ Service-Disabled Veteran Owned Business

_____ HUBZone Business

Note: The City accepts self-certification for these categories in accordance with Small Business Administration (SBA) standards. The SBA size standards are found on the SBA website <https://www.sba.gov/content/am-i-small-business-concern>.

Initials for 6

7. CONTRACTOR PERSONNEL

- A. The Offeror shall appoint one of its key personnel as the "Authorized Representative" who shall have the power and authority to interface with the City and represent the Offeror in all administrative matters concerning this Bid and any awarded contract, including without limitation such administrative matters as correction of problems modifications, and reduction of costs.
- B. The Authorized Representative shall be the person identified in the Offeror's Bid, unless the Offeror provides written notice to the City naming another person to serve as its Authorized Representative. Communications received by the City Contracts Specialist from the Authorized Representative shall be deemed to have been received from the Offeror.

The individual, _____ (Name)
with position, _____ (Title)

Can be reached at _____

Work telephone number: _____

Home telephone number: _____
Cellular telephone number: _____
E-mail address: _____

Initials for 7

8. OFFEROR's CERTIFICATION

The undersigned hereby affirms that:

- A. He/She is a duly authorized agent of the Offeror;
- B. He/She has read and agrees to the City's standard terms and conditions attached.
- C. The offer is presented in full compliance with the collusive prohibitions of the City of Colorado Springs. The Offeror certifies that no employee of its firm has discussed, or compared the offer with any other offeror or City employee and has not colluded with any other offeror or City employee.
- D. The Offeror certifies that it has checked all of its figures, and understands that the City will not be responsible for any errors or omissions on the part of the Offeror in preparing its Bid.
- E. By submitting an offer the Offeror certifies that it has complied and will comply with all requirements of local, state, and federal laws, and that no legal requirements have been or will be violated in making or accepting this solicitation.
- F. If awarded the contract, the Offeror agrees to execute and enter into a contract with the City, and furnish the necessary security within ten (10) days of receipt of the "Notice of Award", and to begin the work within ten (10) day from the date of the receipt of the "Notice to Proceed", and to complete the Work with the above specifications.
- G. I hereby certify that I am submitting the Bid based on my company's capabilities to provide quality products and/or services on time.

Initials for 8

9. OFFEROR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS:

- A. The Offeror certifies to the best of its knowledge and belief, that (i) the Offeror and/or any of its Principals
 - 1. Are (), Are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - 2. Have (), Have not (), within a three year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, local) contract or subcontract; violation of Federal or state antitrust statutes relation to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property; and
 - 3. Are (), Are not () presently indicated for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in any paragraphs above.
- B. The Offeror shall provide immediate written notice to the City Contracts Specialist if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reasons of changed circumstances.
- C. The certification in paragraph 1. above, is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City Contracts Specialist may terminate the contract resulting from this solicitation for default. Termination for default may result in additional charges being levied for the costs incurred by the City to initiate activities to replace the awarded Contractor.

Initials for 9

10. ACCEPTANCE OF CITY CONTRACTS SPECIALIST'S SOLE AUTHORITY FOR CHANGES

Unless otherwise specified in the Contract, the Offeror hereby agrees that any changes to the scope of work, subsequent to the original contract signing, shall be generated in writing and an approval signature shall be obtained from the City Contracts Specialist prior to additional work performance.

Initials for 10

11. CITY CONTRACTOR SAFETY PROGRAM

The Offeror hereby agrees to adhere to a worker safety program for contractor employees on a City job site or location. By initialing below, the Offeror has reviewed the information and will abide by the City Policy which is available for review:

<https://coloradosprings.gov/finance/page/procurement-regulations-and-documents>

Initials for 11

12. ACCEPTANCE OF CITY ENVIRONMENTALLY PREFERRED PURCHASING (EPP) POLICY

The City of Colorado Springs is committed to buying more environmentally preferable goods and services, as long as they meet performance needs, are available within a reasonable time and at a reasonable cost. The Offeror hereby acknowledges review of this policy by initialing below.

<https://coloradosprings.gov/finance/page/procurement-regulations-and-documents>

Initials for 12

13. FRAUD, WASTE, AND ABUSE

Everyone has a duty to report any suspected unlawful act impacting the City of Colorado Springs operations and its enterprises. Anyone who becomes aware of the existence or apparent existence of fraud, waste, and abuse in City of Colorado Springs is encouraged to report such matters to the City Auditor's Office in writing or on the telephone hotline 385-2387 (ADTR). Written correspondence can be mailed to:

City Auditor
P.O. Box 2241
Colorado Springs CO 80901

Or via email FraudHotline@coloradosprings.gov. Any of these mechanisms allow for anonymous reporting. For more information, please go to the website <https://coloradosprings.gov/cityfraud>.

Initials for 13

Name of Company: _____

Federal Tax ID Number: _____

DUNS Number: _____

Principal Place of Business: _____

Signature of Authorized Representative

Printed Name: _____

Title: _____

Date: _____

EXHIBIT 5 – CITY OF COLORADO SPRINGS BID BOND

1. KNOW ALL MEN BY THESE PRESENTS, THAT:

(Name) _____ As Principal, hereinafter called Principal, and

(Address)

(SURETY Name) _____ a corporation organized and existing under
the laws of the State of:

(SURETY Address)
and AUTHORIZED TO DO BUSINESS IN THE STATE OF COLORADO, as Surety, hereinafter called Surety, are
held firmly bound to the CITY OF COLORADO SPRINGS, COLORADO, as Obligee, hereinafter called the Obligee,
in the sum of: (Insert Bid Amount in Words) _____ (\$ _____ DOLLARS),

lawful money of the United States of America, for payment of which sum well and truly to be made, the Principal and
the Surety bind themselves, their heirs, executors, successors and assigns, jointly and severally, firmly by these
presents.

2. WHEREAS, the Principal has submitted to the Obligee,

a contract bid dated the _____ day of _____ For the following contract:

3. NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT, If Principals bid is accepted by
Obligee and Principal is awarded the contract in whole or in part, and the Principal shall enter into the contract with
the Obligee in accordance with the terms of such bid, and give such Payment, Performance, and Maintenance
bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the
faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution
thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the
Principal shall promptly pay to the Obligee the amount of this bond as set forth herein above, then this obligation
shall be null and void, otherwise this obligation to remain in full force and effect.

Signed and sealed on the dates set forth below:

(Witness) FOR: _____
(Principals Name)

BY: _____

(Seal) ITS: _____

This _____ day of _____

(Witness) FOR: _____
(Surety's Name)

BY: _____

(Seal) ITS: _____

This _____ Day of _____

Bond # _____ This Bond ☐ (is) _____ (is not) a SBA Guaranteed Bond.

EXHIBIT 6 – CDOT FORMS
FOLLOWS THIS PAGE

COLORADO DEPARTMENT OF TRANSPORTATION
STATEMENT OF RESIDENCY FOR BID PREFERENCE

Project #

As a precondition to the award of a contract by the Colorado Department of Transportation for the construction of the above listed project, I do here certify that the firm named below is a:

Check one:

☐

Resident Bidder

1. A person, partnership, corporation, or joint venture which is authorized to transact business in Colorado and which maintains its principal place of business in Colorado; or
2. A person, partnership, corporation, or joint venture which is authorized to transact business in Colorado, which maintains a place of business in Colorado, and which has paid Colorado unemployment compensation in at least seventy-five percent of the eight quarters immediately prior to bidding on a construction contract for a public project.

☐

Nonresident Bidder

1. Name the state or foreign country of residency: _____
2. Does this state or foreign country have a bidding preference for resident bidders on public projects?
☐ Yes ☐ No If yes, state the percentage preference: _____%.

I declare under penalty of perjury in the second degree, and any other applicable state or federal laws, that the statements made on this document are true and complete to the best of my knowledge.

Firm name:

Check one:

- ☐ individual owner ☐ partner ☐ officer
☐ person delegated to sign this form

Signature:

Title:

2nd firm name if joint venture:

Check one:

- ☐ individual owner ☐ partner ☐ officer
☐ person delegated to sign this form

Signature:

Title:

CDOT Form #604 3/92

**COLORADO DEPARTMENT OF TRANSPORTATION
ANTI-COLLUSION AFFIDAVIT**

PROJECT NO.

LOCATION

I hereby attest that I am the person responsible within my firm for the final decision as to the price(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my firm.

I further attest that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement for the purpose or with the effect of restricting competition with any other firm or person who is a bidder or potential prime bidder.
- 2A. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential prime bidder on this project, and will not be so disclosed prior to bid opening.
- 2B. Neither the prices nor the amount of the bid of any other firm or person who is a bidder or potential prime bidder on this project have been disclosed to me or my firm.
- 3A. No attempt has been made to solicit, cause or induce any firm or person who is a bidder or potential prime bidder to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
- 3B. No agreement has been promised or solicited for any other firm or person who is a bidder or potential prime bidder on this project to submit an intentionally high, noncompetitive or other form of complementary bid on this project.
4. The bid of my firm is made in good faith and not pursuant to any consultation, communication, agreement or discussion with, or inducement or solicitation by or from any firm or person to submit any intentionally high, noncompetitive or other form of complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase or sale of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit any intentionally high, noncompetitive or other form of complementary bid or agreeing or promising to do so on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting any intentionally high, noncompetitive or other form of complementary bid, or agreeing or promising to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, or other conduct inconsistent with any of the statements and representations made in this affidavit.
8. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as a fraudulent concealment from the Colorado Department of Transportation, of the true facts relating to submission of bids for this contract.

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS, THAT THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Contractor's firm or company name

By

Date

Title

2nd contractor's firm or company name. (If joint venture.)

By

Date

Title

Sworn to before me this day of, 20

Notary Public

My commission expires

NOTE: This document must be signed in ink.

B24-T027MZ

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EXHIBIT 7 – FEDERAL FORMS
FOLLOWS THIS PAGE

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The undersigned duly authorized official of the proposer certifies to the best of its knowledge and belief, that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
- B. Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements or receiving stolen property.
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (B) of this certification; and
- D. Have not within a three-year period preceding this application/proposal had one or more public transaction (federal, state or local) terminated for cause or default.
- E. Are not on the Comptroller General's List of Ineligible Bidders or any similar list maintained by any other governmental entity.

Where the proposer is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

(Check One)

I DO CERTIFY (____)

I DO NOT CERTIFY (____)

Date: _____

Signature: _____

Title: _____

RESTRICTIONS ON LOBBYING CERTIFICATION

Pursuant to United States Public Law 101-121, Section 319, the undersigned duly authorized official of the proposer hereby certifies, to the best of her/his knowledge and belief, that:

1. No Federal appropriated funds have paid or will be paid, by or on behalf of the undersigned, to any person for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person or agency for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit a Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned duly authorized official shall require and ensure that the language of this certification be included in any award documents for subcontracts, grants, loans, and cooperative agreements, and that all subcontractors shall so certify and disclose accordingly.

This Certification is a material representation of fact, upon which reliance was placed when this transaction was made or entered into. The submission of this Certification is a prerequisite for making or entering into this transaction, imposed by Title 31 USC Section 1352. Any proposer (person) who fails to file the required certification shall be subject to civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure to file.

Proposer: _____

Signature: _____

Title: _____

Date: _____

NON-COLLUSION AFFIDAVIT

The undersigned duly authorized official of the proposer hereby certifies, to the best of her/his knowledge and belief, that:

1. That I am an officer or employee of the _____ (proposing entity) having the authority to sign on behalf of the corporation, and,
2. That the prices in the attached proposal were arrived at independently by _____ (proposing entity) without collusion, consultation, communication, or any agreement, for the purpose of restricting competition as to any matter relating to such prices with any other proposer or with any other competitor regarding an understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or service described in the RFP/IFB designed to limit independent proposals or competition; and
3. That unless otherwise required by law, the contents and prices contained in the proposal have not been communicated by _____ (proposing entity) or its employees or agents to any person not an employee or agent of _____ (proposing entity), or its surety on any bond furnished with the proposal, and will not be communicated to any such person prior to the official opening of the proposal; and,
4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Proposer: _____

Signature: _____

Title: _____

Date: _____

EQUAL EMPLOYMENT STATUS REPORT

Contractor's Name _____

Street Address _____

City _____ State _____ Zip Code _____

This firm is:

<input type="checkbox"/>	Independently owned and operated
<input type="checkbox"/>	An affiliate parent company
<input type="checkbox"/>	A subsidiary of address
<input type="checkbox"/>	A division City and State

#	Statement	Has	Has Not
1	Developed and has on file an affirmative action program in conformance with 41 CFR 60-2	<input type="checkbox"/>	<input type="checkbox"/>
2	Participated in any previous contract or subcontract subject to the equal opportunity clause either with the City or any Federal Agency	<input type="checkbox"/>	<input type="checkbox"/>
3	Filed with the City, or where applicable, joint Reporting Committee, or other Federal Agency, all reports due under the applicable contract(s) or subcontract(s)	<input type="checkbox"/>	<input type="checkbox"/>
4	Contractor's Equal Employment Opportunity Program been subject to a Federal Equal Opportunity Compliance Review, If so state date of Review: _____	<input type="checkbox"/>	<input type="checkbox"/>

Signature _____

Date _____

Title _____