



# **REQUEST FOR PROPOSAL**

**Construction**

**R24-070MZ**

Date issued: May 28, 2024

# **NORTH GATE BLVD AND STRUTHERS RD INTERSECTION IMPROVEMENTS CONSTRUCTION SERVICES**

**THE CITY OF COLORADO SPRINGS**



**The City of Colorado Springs requests Fixed Unit Price proposals, as detailed in this Request for Proposal (RFP), for North Gate Blvd and Struthers Rd Intersection Improvements Construction Services**

This RFP is posted to Rocky Mountain E-Purchasing 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 Rocky Mountain E-Purchasing BidNet Direct website.

**SUBMITTALS FOR THIS PROJECT WILL ONLY BE ACCEPTED ON THE ROCKY MOUNTAIN E-PURCHASING 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 website.

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

**BIDNET Support**

**800-835-4603**

**Estimated Project Magnitude: \$1,500,000.00 - \$2,500,000.00**



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## SECTION I – PROPOSAL INFORMATION

### 1.0 PROPOSAL INFORMATION

Section I provides general information to potential Offerors, such as proposal submission instructions and other similar administrative elements. This RFP is available on BidNet Direct under the Rocky Mountain E-Purchasing Group ([www.BidNetDirect.com](http://www.BidNetDirect.com)). All addenda or amendments shall be issued through BidNet Direct and may not be available through any other source.

### 1.1 RFP SCHEDULE OF EVENTS

The upcoming schedule of events is as follows:

<b><u>Event</u></b>	<b><u>Date</u></b>
Issue Request for Proposal	May 28, 2024
Pre-Proposal Conference	June 5, 2024 1:00PM

We will hold a pre-proposal conference via Microsoft Teams. This meeting is not mandatory. However all Offerors are encouraged to attend.

**Microsoft Teams** [Need help?](#)  
[Join the meeting now](#)  
Meeting ID: 263 429 958 555  
Passcode: 3yFk6e

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**Dial in by phone**  
[+1 720-617-3426,,888933035#](#) United States, Denver  
[Find a local number](#)  
Phone conference ID: 888 933 035#

Cut Off Date for Questions                      June 12, 2024 1:00PM

All questions shall be submitted electronically via email to the following Contract Specialist.

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

CONTRACT SPECIALIST NAME Mike Zeller  
CONTRACT SPECIALIST EMAIL [michael.zeller@coloradosprings.gov](mailto:michael.zeller@coloradosprings.gov)

DO NOT CONTACT ANY OTHER INDIVIDUAL AT THE CITY OF COLORADO SPRINGS REGARDING THIS SOLICITATION.
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**The only acceptable method of submitting questions is electronically via email.  
Direct. Faxes or physical mail delivery are not acceptable.**

Proposal Due Date                                      June 25, 2024 2:00PM





Interviews (if applicable)                      TBD  
Award of Contract                                EST July 8, 2024  
Notice to Proceed                                EST August 19, 2024

## 1.2 SUBMISSION OF PROPOSAL

Proposals are to be submitted electronically on BidNet Direct ([www.bidnetdirect.com](http://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 proposal 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.

\*\*\*\*\***NO LATE OFFERS WILL BE ACCEPTED**\*\*\*\*\*

**Date/Time:** Proposals shall be received on or before 2:00PM June 25, 2024.

### **Identification of Proposal:**

Proposals must be submitted to the BidNet Direct Procurement Platform ([www.bidnetdirect.com](http://www.bidnetdirect.com)). The solicitation number and Offeror name must be clearly marked within the proposal.

Proposal No.: R24-070MZ  
Due Date and Time: June 25, 2024 2:00PM

Any offer that is submitted without being properly marked may be opened for identification prior to the deadline for receipt of proposals and then resealed.

## 1.3 NUMBER OF COPIES

Offerors shall submit **one (1)** softcopy to the BidNet Direct platform. Upon submission, all proposal documents shall become and remain the property of the City of Colorado Springs.

## 1.4 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 Offeror whose offer is accepted and is awarded the contract to provide the products or services specified in the RFP.

The term “Offer” means the proposal.



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

The term “Project” refers to North Gate Blvd and Struthers Rd Intersection Improvements CM/GC Construction Services.

The term “Request for Proposal” or “RFP” means this solicitation of a formal, negotiable proposal/offer. Any offer that is accepted will be the offer that is deemed by the City of Colorado Springs to be most advantageous in terms of the criteria designated in the RFP.

## **1.5 RFP OBJECTIVE**

The objective of this RFP is to provide sufficient information to enable qualified Offerors to submit written proposals to the City of Colorado Springs. The RFP is not a contractual offer or commitment to purchase products or services. The Offeror may present options and variables to the scope while still meeting the minimum requirements of this solicitation. Innovative proposals/solutions are encouraged and considered in the selection and/or award.

All information included in proposals must be legible. Any and all corrections and or erasures must be initialed by Offeror. Each proposal shall be accompanied by a cover letter signed by an authorized representative of the Offeror. The contents of the proposal submitted by the successful Offeror may become part of any contract awarded as a result of this solicitation.

## **1.6 CONFIDENTIAL OR PROPRIETARY INFORMATION**

If an Offeror believes that parts of an offer are confidential, then the Offeror must so specify. The Offeror must include in bold letters the term “CONFIDENTIAL” on that part of the offer which the Offeror believes to be confidential. The Offeror must submit in writing specific detailed reasons, including any relevant legal authority, stating why the Offeror believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. The City of Colorado Springs will be the sole judge as to whether a claim is acceptable. Decisions regarding the confidentiality of information will be made when requests are made to make the information public. All offers and parts of offers, which are not marked as confidential, will automatically be considered public information after the contract is awarded. The successful offer may be considered public information even though parts are marked confidential.

## **1.7 AMENDMENTS**

Amendments to this RFP may be issued at any time prior to the time set for receipt of proposals. Offerors are required to acknowledge receipt of any amendments issued to this RFP by returning a signed copy of each amendment issued. Signed copies of each amendment must be received on or before the time set for receipt of offers.

The City of Colorado Springs will post all amendments on BidNet Direct under the Rocky Mountain E-Purchasing Group ([www.BidNetDirect.com](http://www.BidNetDirect.com)). It is the Offeror's responsibility to check the website for posted amendments or contact the Contracts Specialist listed in RFP §1.1 to confirm the number of amendments which have been issued.



## **1.8 WITHDRAWAL OR MODIFICATION OF OFFERS**

Any Offeror may modify or withdraw an offer in writing at any time prior to the deadline for submission of an offer.

## **1.9 ACCEPTANCE**

Any offer received and not withdrawn shall be considered an offer, which may be accepted by the City of Colorado Springs based on initial submission without discussions or negotiations.

By submitting an offer in response to this solicitation, the Offeror agrees that any offer it submits may be accepted by the City of Colorado Springs at any time within 90 calendar days from the date of submission deadline.

The City of Colorado Springs reserves the right (a) to reject any or all offers,(b) to waive informalities and minor irregularities in offers received, and/or (c) to accept any portion of an offer if deemed in the best interest of the City of Colorado Springs. Failure of the Offeror to provide in its offer any information requested in the RFP may result in rejection of the offer for non-responsiveness.

## **1.10 PROPOSAL PREPARATION COST**

The cost of proposal preparation is not a reimbursable cost. Proposal preparation shall be at the Offeror's sole expense and is the Offeror's total and sole responsibility.

## **1.11 AWARD**

The City of Colorado Springs intends to make an award using the evaluation criteria listed in this RFP to determine the best value, considering all factors and criteria in the proposals submitted. Best value means the expected outcome of an acquisition that, in the City's estimation, provides the greatest overall benefit in response to the requirements detailed in the RFP. The City of Colorado Springs reserves the right to reject any or all offers and to not make an award.

## **1.12 PERFORMANCE PERIOD**

The performance period for the project detailed in this RFP will be established as **NOTICE TO PROCEED THROUGH JUNE 30, 2025.**

## **1.13 DEBRIEFING**

Offerors not selected may request a debriefing on the selection process as well as discussion of the strengths and weaknesses of their proposal upon receipt of notification that their offer was not selected.

A debriefing may be scheduled by contacting the Contracts Specialist listed above. The Contracts Specialist must receive a written request for debriefing no later than ten (10) calendar days after issuance of a notification that the Offeror's offer was not selected.



#### **1.14 SUBSTANTIVE PROPOSALS**

By responding to this RFP, the Offeror certifies (a) that Offeror's proposal is genuine and is not made in the interest of, or on behalf of, an undisclosed person, firm, or corporation; (b) that Offeror has not directly or indirectly induced or solicited any other offerors to put in a false or sham proposal; (c) that Offeror has not solicited or induced any other person, firm, or corporation to refrain or abstain from proposing an offer or proposal; (d) that Offeror has not sought by collusion to obtain for themselves any advantage over any other offerors or over the City of Colorado Springs; and (e) that 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.

#### **1.15 OFFEROR'S QUALIFICATIONS**

Each Offeror must complete Exhibit 1 – Qualification Statement.

No contract will be awarded to any Offeror who is in arrears to the City, upon any debt or contract, or who is in default, in any capacity, upon any obligation to the City or is deemed to be irresponsible or unreliable by the City based on past performance.

#### **1.16 NON-COLORADO ENTITIES**

If Offeror is a foreign entity, Offeror shall comply with C.R.S. section 7-90-801, "Authority to transact business or conduct activities required," and section 7-90-802, "Consequences of transacting business or conducting activities without authority."

Before or at the time that the contract is awarded to an entity organized or operating outside the State of Colorado, such entity shall obtain authorization to do business in the State of Colorado, designate a place of business herein, and appoint an agent for service of process.

Such entity must furnish the City of Colorado Springs with a certificate from the Secretary of the State of Colorado to the effect that a certificate of authority to do business in the State of Colorado has been issued by that office and is still valid. The entity shall also provide the City with a certified copy of the designation of place of business and appointment of agent for service of process from the Colorado Secretary of State, or a letter from the Colorado Secretary of State that such designation of place of business and agent for service of process has been made.

#### **1.17 PROCUREMENT RULES AND REGULATIONS**

All projects 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 website [www.coloradosprings.gov](http://www.coloradosprings.gov). The Contracts Specialist may also provide a softcopy of the Rules and Regulations upon request. Any discrepancies regarding conflicting statements, decisions, irregularities, clauses, or specifications will be rectified utilizing the City's Procurement Rules and Regulations, when applicable. It is the Offeror's responsibility to advise the Contracts Specialist listed in this RFP of any perceived discrepancies prior to the date and time the offer is due.



## 1.18 FAIR TREATMENT OF OFFERORS

The City Procurement Services Division shall be responsible for ensuring the procurement of products, commodities, and services are in a manner that affords all responsible businesses a fair and equal opportunity to compete. If an Offeror believes that a procurement is not conducted in a fair and equitable manner, the Offeror is encouraged to inform the City Procurement Services Manager as soon as possible.

## 1.19 ORDER OF PRECEDENCE

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

- A. Sections I-IV of this Solicitation
- B. Special Construction Terms and Conditions
- C. General Construction Terms and Conditions
- D. Exhibits
- E. Plans
- F. Detailed Plans
- G. Standard Drawings
  - a. Calculated dimensions will govern over scaled dimensions.
- H. Special Specifications
- I. Standard Specifications

## 1.20 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 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.

Forms and instructions can be downloaded at <https://coloradosprings.gov/sales-tax>. Questions can be directed to the City Sales Tax Division at (719) 385-5903 or [Construction\\_SalesTax@coloradosprings.gov](mailto: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



## **1.21 BOND REQUIREMENTS**

The Offeror is advised that the successful Offeror shall be required to furnish to the City of Colorado Springs, upon award, one copy of each: Performance Bond, Labor and Materials Payment Bond, and a Maintenance Bond in the amount of 100% of the total contract within ten (10) calendar days after notification of award of a contract. The cost of all bonds shall be included in Offeror's offer.

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 of Colorado Springs against liens of any kind.
- D. Be, when a surety bond is furnished, from a surety company operating lawfully in the State of Colorado and be accompanied with an acceptable "Power-of-Attorney" form attached to each bond copy.
- E. Be issued from a surety company that is acceptable to the City of Colorado Springs.
- F. Be submitted using the forms in the Exhibit section of this solicitation.

## **1.22 INTERPRETATION OF QUANTITIES IN PROPOSAL FORM**

Except as otherwise provided in this RFP, the quantities appearing in the proposal form are estimates prepared for the comparison of proposals.

After award, 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.

## **1.23 INTERPRETATION OF PLANS AND SPECIFICATIONS**

Any change to proposal forms, plans, or specifications prior to the opening of proposals will be issued by the City in the form of an Amendment. Certain individuals may be named in the RFP that have authority to provide information, clarification or interpretation to Offerors prior to opening of proposals. Information obtained from persons other than those named individuals is invalid and shall not be used for proposal purposes.

## **1.24 EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND SITE OF WORK.**

The Offeror is expected to examine the site of the proposed work, the proposal, plans, specifications, supplemental specifications, special provisions, and Contract forms, before submitting a proposal. The submission of a proposal will be considered conclusive evidence that



the Offeror has made this examination and is aware of the conditions to be encountered in performing the work according to the Contract.

Boring logs and other records of subsurface investigations, if they exist, are available for inspection by Offerors. These logs and records are made available so that all Offerors have access to identical subsurface information that is available to the City, and is not intended as a substitute for personal investigation, interpretation, and judgment of the Offerors.

The City does not warrant the adequacy of boring logs and other records of subsurface investigations, and such information is not considered to be a part of the Contract. When a log of test borings is included in the subsurface investigation record, the data shown in the individual log of each test boring apply only to that particular boring and are not intended to be conclusive as to the character of any material between or around test borings. If Offerors use this information in preparing a proposal, it is used at their own risk, and Offerors are responsible for all conclusions, deductions, and inferences drawn from such information.

Offerors may conduct subsurface investigations at the project site at Offeror's expense; the City will afford them this opportunity prior to public opening of proposals.

If an Offeror discovers an apparent error or omission in the proposal form, estimated quantities, plan, or specifications, the Offeror shall immediately notify the Contracting Specialist to enable the City to make any necessary revisions. The City may consider it to be detrimental to the City for an Offeror to submit an obviously unbalanced unit proposal price.

### **1.25 COMBINATION OR CONDITIONAL PROPOSALS**

If an RFP is issued for projects in combination and separately, the Offeror may submit proposals either on the combination or on separate units of the combination. The City reserves the right to make awards on combination or separate proposals to the advantage of the City. Combination proposals will be considered, only when specified.

### **1.26 ANTI-COLLUSION AFFIDAVIT**

The Offeror by signing their proposal submitted to the City is certifying that the Offeror has not participated in any collusion or taken any action in restraint of free competitive bidding. This statement may also be in the form of an affidavit provided by the City and signed by the Offeror. The original of the signed anti-collusion affidavit, if separately required and provided with the RFP, shall be submitted with the proposal. The proposal will be rejected if it does not contain the completed anti-collusion affidavit.

### **1.27 MATERIAL GUARANTY**

The successful Offeror may be required to furnish a complete statement of the origin, composition, and manufacture of materials used in the construction of the work together with samples, which will be tested for conformance with Contract requirements.





## SECTION II – PROPOSAL CONTENT

### 2.0 PROPOSAL CONTENT

- A. Section II provides instructions regarding the format and content required for proposals submitted in response to this solicitation.

### 2.1 PROPOSAL FORMAT

Offeror's written proposal should include concise, but complete, information, emphasizing why the Offeror is best or best qualified to provide the required services. The Offeror's written proposal should include the information in the format outlined below and must be limited to no more than ten (10) pages. **A page shall be defined as 8-1/2" x 11"; single sided, with one inch margins, and a minimum font of Times New Roman 10.** The only exception to the 8-1/2" x 11" paper size is the proposed project schedule. It may be submitted on 11" x 17" paper. Each 11" x 17" page for the schedule shall be counted in the overall page limitations above. Each section of the proposal should be labeled to clearly follow the requirements sections identified in this section of the RFP. The following listed Exhibits must be filled out and returned with the proposal and are not counted against the page limit:

Exhibit 1	Qualifications Documents
Schedule A	Price Sheet

### 2.2 COVER LETTER

The cover letter shall be no more than two pages. The cover letter shall contain at least the following information.

- A. RFP Number and Project Name.
- B. Statement that the Offeror is qualified to perform the work.
- C. Certification Statement that the information and data submitted are true and complete to the best knowledge of the individual signing the letter.
- D. Name, telephone number, email address, and physical address of the individual to contact regarding the proposal.
- E. The signature of an authorized principal, partner, or officer of the Offeror.

### 2.3 PROPOSAL CERTIFICATION

The Offeror must fill out and submit Exhibit 1 with its Proposal.

### 2.4 ORGANIZATIONAL BACKGROUND AND OVERVIEW

The Offeror must provide a brief history and overview of its company and its organizational structure, with special emphasis on how this project will fit within that structure. Also include principal place of business location(s), office locations, size of firm, and financial stability (annual public reports or private financial statements shall be included in an appendix or under separate cover; private financial information will be kept confidential by the City).





## **2.5 PROPOSAL NARRATIVE/TECHNICAL AND MANAGEMENT APPROACH**

In the proposal narrative/technical and management approach section, the Offeror should explain what the Offeror will do and how it will perform if awarded a contract.

### **2.5.1 TECHNICAL AREA**

The Offeror must explain its overall solution, considering the scope of work or statement of work provided. The content must include, but not necessarily be limited to, the following information.

#### **A. Understanding of and Compliance with Technical Requirements**

In the Technical Area, the Offeror should address each work area in sufficient detail to demonstrate a clear and full understanding of the work necessary to complete the project. The proposal should not merely parrot the requirements of the RFP. Further, the Offeror should provide evidence of sufficient planning to ensure the work is completed on schedule and within budget. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions:

1. Does the proposal demonstrate a firm understanding of the requirements and goals of the Statement of Work, as well as industry standards and reasonable expectations for a company in the industry?
2. Does the proposal fully and completely address each requirement and goal of the Statement of Work?
3. Does the proposal provide solutions to indicate that requirements and goals will be met on schedule?
4. Does the technical solution seem realistic?
5. Does it generally appear that the Offeror knows and thoroughly understands the business and the RFP requirements?

#### **B. Project Approach**

In the Technical Area, the Offeror should clearly present proposed solutions and indicate that it has performed adequate planning to accomplish project tasks as defined in the Statement of Work. Innovations, efficiencies, and detailed specifics are all encouraged.

The Offeror must at least address the following areas:

1. Construction phasing and traffic control for the project. Explain the phases, traffic control for each phase, and the logic in the construction phasing.
2. Erosion and sediment control during all phases of construction as well as post construction efforts through permit closure.
3. Coordination with utilities. Discuss Offeror's understanding of the key utility relocations required for this project and how Offeror will coordinate and phase construction to both facilitate and accommodate those relocations and the constraints that they impose.
4. Schedule Management. Discuss Offeror's approach to schedule management including updating and reporting progress of the work.



5. Quality Control. Discuss Offeror's quality control plan, processes and approach to ensure that the City receives a quality product.
6. Safety. Discuss Offeror's approach and commitment to safety for both construction workers and the public traveling through the construction site.
7. Potential issues that Offeror foresees with this project and how Offeror would make adjustments if encountered. Describe factors limiting construction phasing flexibility and potential remedies.

It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions.

1. Does the proposal include a complete plan to accomplish each requirement, including subcontracting (if applicable)?
2. Does the proposal demonstrate that appropriate and qualified personnel and equipment will be provided to carry out the requirement?
3. Is the proper level of effort directed toward each requirement? Does the level of effort look unrealistically low or unreasonably high?

## **2.5.2 MANAGEMENT AREA**

The Offeror must explain its method of managing the work to be performed. The content must include, but not necessarily be limited to, the following information.

### **A. Program Management Controls**

In the Management Area, the Offeror should provide:

1. A plan of operation, to include management of personnel, workload, schedule, and budget
2. An organization chart which demonstrates clear and effective lines of authority, responsibility, and communication for management, supervisory, and technical personnel. The plan should address which job classification or personnel will be assigned to each task and how that determination is made. Basic human resource management concepts should be addressed, including hiring, firing, discipline, incentive plans, etc.
3. If the Offeror plans to subcontract more than 10% of the work, include information on how the Offeror plans to manage its subcontractors.
4. A detailed construction schedule for the project showing the key construction activities and how they will meet or improve the City's timeframe and maximize construction efficiency to provide the best value to the City and minimize impacts to the public. The schedule shall be based on the Offeror's understanding and approach to the work as addressed above. Schedules should address controls to ensure the project will remain on schedule and on budget.

It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions.

1. Does the proposal address the issues above in sufficient detail to demonstrate a sophisticated and mature management control system?



2. Are program management controls consistent with the technical portion of the proposal, especially regarding schedule and level of effort?
3. Do the plan and controls indicate that the Offeror will obtain, keep, and efficiently utilize high-quality personnel?
4. Does the proposal explain how the Offeror will address corrective actions in case of delays (e.g. expediting materials, additional resources, etc.)?
5. Does the proposal explain how the Offeror will remain within schedule and budget?

#### B. Past Performance/Relevant Experience and Key Personnel

In the Management Area, the Offeror should provide at least three references or name contracts demonstrating that it successfully provided services/products that are the same or similar to those required in the RFP. The proposal should adequately explain how the projects were completed on schedule and within budget. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions.

1. Does the proposal include at least three references or past performance citations?
2. Are the references or past performance citations relevant to the requirements of the Statement of Work of the RFP?
3. Does the Offeror explain how they were successful on the projects provided as past performance?
4. Does the Offeror apply the past performance to the City requirement in such a way as to demonstrate added value due to experience?

#### C. Key Personnel

In the Management Area, resumes must be provided for all personnel considered key, as required by the RFP. Resumes do not count toward the page limit. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions. Explain how the key personnel were related to the projects cited as relevant past performance.

1. Does the Offeror provide complete resumes, including education, experience, background information, accomplishments, and other pertinent information?
2. Does the Offeror provide resumes for all key personnel, as required by the RFP?
3. Do the resumes demonstrate adequate professional, technical, and management levels to accomplish the work effectively and efficiently?

## 2.6 PRICE AREA

In the Price Area, the Offeror should provide a detailed breakdown of the price for each year of performance. The price must be all-inclusive and include all unit costs for material, labor, other direct costs (e.g. travel), indirect costs (i.e. overhead and general and administrative costs), and profit/fee. Offers must include sufficient detail to allow insight into the fairness and reasonableness of the price. If the contract type will be Time and Material (T&M) labor categories, labor rates, separated profit, and estimated material costs must be included in detail.



In addition, although price may not be the most important factor, it is still very important to the City of Colorado Springs. The Offeror's pricing must be competitive as compared to the budget amount, market pricing in the industry, and the pricing of other Offerors. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions.

1. How does the price compare to the industry competition?
2. If low, is it unrealistically low?
3. If high, is there demonstrated added value for the additional cost?
4. Is the price itemized, so that it is clear how the cost was built? If so, do the costs look appropriate for the task?
5. Does the Offeror leave applicable costs out of the calculations? For instance, some will say travel is not included and will be an extra cost. This should be considered when comparing to other Offerors.
6. Are there additional costs not addressed that the City would incur if the Offeror were awarded the contract? If so, include those costs when comparing to the budget amount and the competition.

## **2.7 PROPOSAL PRESENTATION**

Presentation is an important factor. Offerors should provide a highly professional product, which is complete, accurate, easily understood, and effectively presented.

## **2.8 EXCEPTIONS**

All Offerors must complete Exhibit 1, Exceptions Form and return it with their proposal. Some terms and conditions are not negotiable. Exceptions may be grounds for rendering the proposal unacceptable without further discussions.

## **2.9 INSURANCE REQUIREMENTS**

All Offerors must complete Exhibit 1, Minimum Insurance Requirements and return with their proposal. Lack of responsiveness in this area may be grounds for rendering the proposal unacceptable without further discussions.



## **SECTION III – EVALUATION FACTORS**

### **3.0 EVALUATION AND AWARD**

Section III provides information regarding evaluation criteria and scoring. It also includes information regarding proposal selection and award of the resultant contract.

### **3.1 EVALUATION CRITERIA**

#### **3.1.1 TECHNICAL AREA – UNDERSTANDING OF AND COMPLIANCE WITH TECHNICAL REQUIREMENTS**

See Section II - Item 2.5.1A

#### **3.1.2 TECHNICAL AREA – PROJECT APPROACH**

See Section II - Item 2.5.1B

#### **3.1.3 MANAGEMENT AREA – PROGRAM MANAGEMENT CONTROLS**

See Section II - Item 2.5.2A

#### **3.1.4 MANAGEMENT AREA – PAST PERFORMANCE/RELEVANT EXPERIENCE/KEY PERSONNEL**

See Section II – Item 2.5.2B

#### **3.1.5 PRICE/COST AREA – PRICE/COST**

See Section II – Item 2.6

#### **3.1.6 PROPOSAL PRESENTATION AREA – PROPOSAL PRESENTATION**

See Section II – Item 2.7

#### **3.1.7 EXCEPTIONS AND INSURANCE**

See Section II – Items 2.8 and 2.9

### **3.2 RANKING**

A. The order of ranking or importance in the evaluation shall be as follows:

First: Price/Cost Area  
Second: Technical Area  
Third: Management Area  
Fourth: Proposal Presentation Area

B. Possible scores for each criterion shall be as follows:

5 – Exceptional  
4 – Very Good  
3 – Satisfactory  
2 – Marginal  
1 – Unacceptable



C. Definitions for scoring are as follows:

Exceptional – The proposal meets all and exceeds many of the requirements of the RFP to the benefit of the City, and the information provided is of such a nature as to answer all questions without need for further inquiry. There are no corrective actions required, and no compromise of requirements is needed.

Very Good – The proposal meets all and exceeds some of the requirements of the RFP to the benefit of the City, and the information provided is of such a nature as to answer most questions without need for further inquiry. There are no corrective actions required, and no compromise of requirements is needed.

Satisfactory – The proposal meets the requirements of the RFP, and the information provided is of such a nature as to answer many questions without need for further inquiry. There are very few corrective actions required, and no substantive compromise of requirements is needed.

Marginal – The proposal does not meet some of the requirements of the RFP, and the information provided is of such a nature as to require some clarification. There are some corrective actions required, and some non-substantive compromise of requirements is needed.

Unacceptable – The proposal does not meet many of the requirements of the RFP, and the information provided is of such a nature as to require much clarification. There are many corrective actions required, and substantive compromise of requirements is needed.

D. Final/Overall Scoring

The final proposal score will be determined by adding the area scoring. The sum of the area scores will be the final/overall score.

### **3.3 SELECTION COMMITTEE**

A selection committee will review all proposals. Through this process, the City will determine which proposals are acceptable or unacceptable. The City will notify, in writing, the Offerors whose proposals are deemed to be unacceptable. Those Offerors offering proposals deemed to be acceptable by the City will be evaluated and scored by the selection committee. This scoring will determine which Offerors are considered to be in the competitive range and may be the basis for an award decision without further steps.

If the selection committee elects not to award based upon evaluation scoring, it may engage in a forced elimination process. To inform this process, it may require oral presentations or interviews with the Offerors considered to be in the competitive range. If oral presentations or interviews are conducted, they may also be scored, or they may simply be considered as information supporting the forced elimination process. The selection committee may request revisions to the proposal from each of the Offerors at the conclusion of the interviews. The intent of the forced elimination process is to reach consensus. The decision will be based on all relevant factors, and based upon perception of best value. The final decision may or may not exactly reflect scoring ranking.



The City also reserves the right to request best and final offers from all Offerors at any point in the proposal evaluation process.

### **3.4 AWARD OF CONTRACT**

It is anticipated that there will be negotiations or discussions with Offerors. However, the City reserves the right to award without negotiations or discussions. The City also reserves the right to award a contract not necessarily or merely to the Offeror with the most advantageous price. The City intends to award to the Offeror that demonstrates the best value to the City and the most substantiated ability to fulfill the requirements contained in this Request for Proposal. A contract prepared by the City will be finalized and/or negotiated with the successful Offeror. In the event a contract cannot be negotiated with the top ranked Offeror, the City may enter into negotiations with the second highest ranked Offeror, or the City may decide to call for new proposals. Immediately after the notice of award, the successful Offeror will begin planning in conjunction with the City of Colorado Springs staff (to be designated by the City) to ensure fulfillment of all its obligations. The successful Offeror may be expected to attend regular meetings as required by the City to assist in the preparation for startup.



## SECTION IV – SPECIAL CONTRACT TERMS AND CONDITIONS

### 4.0 SPECIAL CONTRACT TERMS AND CONDITIONS/SPECIAL SOLICITATION PROVISIONS

In addition to the special contract terms and conditions listed below, the City's sample contract, see Exhibit 2, contains contract terms and conditions.

**ADA Standards:** It is a requirement of the City and required by law that any new or renovated facility meet the scoping and technical requirements of the 2010 ADA Standards for newly designed and constructed or altered local government facilities, public accommodations, and facilities. The selected Design Professional shall design the project so it both conforms to the 2010 ADA Standards, as applicable and as amended, and is readily accessible to and usable by individuals with disabilities. The selected Contractor shall build the project so it both conforms to the 2010 ADA Standards, as applicable and as amended, and is readily accessible to and usable by individuals with disabilities. Facilities that are designed, constructed, and/or altered facilities that meet or exceed the IBC 2015/ANSI A117.1 2009, used by Pikes Peak Regional Building Department, will be accepted as meeting or exceeding the 2010 ADA Standards.





## **SECTION V – EXHIBITS**

### **5.0 EXHIBITS**

Exhibit 1	Qualifications Document
Exhibit 2	Sample Contract
Exhibit 3	Evaluation Score Sheet



**EXHIBIT 1 QUALIFICATIONS DOCUMENT**

**FOLLOWS THIS PAGE**



**SOLICITATION QUALIFICATIONS DOCUMENTS**

Please complete all sections of this document including the Solicitation Certification, Representations and Certifications, Qualification Statement, Exceptions, Minimum Insurance Requirements, and Signature Page.

Please submit all completed documents with your bid/ proposal and sign the Minimum Insurance Requirements and Signature Page.

Solicitation:

Solicitation Number:

Firm Name:

Date:

Address:

Federal Tax ID #:

Tax Classification:

Sole Proprietorship

Partnership

C Corporation

S Corporation

LLC

Nonprofit

DUNS Number:

**OFFEROR REPRESENTATIVE**

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

Name:

Telephone:

E-mail:



## SOLICITATION CERTIFICATION

### PLACE OF BUSINESS

Company'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 from principal place of business.

Year Facility Was Established

Percent of Work to be performed from principal place of business.

Percent of Work to be performed from Colorado Springs Facility

### INSURANCE

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.)

*Initial Here*

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

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

YES

NO

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

YES

NO

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

### **FINANCIAL STATEMENTS**

Current Financial Statements are not required for this solicitation.

Current Financial Statements are required for this solicitation. Please include financial statements as a separate document with your proposal.

*Initial Here*

### **COMPLETED PROPOSAL**

Provide the completed and signed proposal. (Proposals must be identified as specified in this RFP document). All required Exhibits are attached.

*Initial Here*





## REPRESENTATIONS AND CERTIFICATIONS

### 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 proposal.

*Initial Here #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 proposal, 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.

*Initial Here #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.

*Initial Here #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 contact.

*Initial Here #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.

*Initial Here #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>.

*Initial Here #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 proposal 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 proposal, 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.

Name:

Telephone:

E-mail:

*Initial Here #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 proposal.
- 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.

I hereby certify that I am submitting the proposal based on my company's capabilities to provide quality products and/or services on time.

*Initial Here #8*

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

- 1. The Offeror certifies to the best of its knowledge and belief, that (i) the Offeror and/or any of its Principals

Are                      Are Not

Presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

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

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.

- 2. 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.
- 3. 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.

Initial Here #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.

*Initial Here #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>

*Initial Here #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>

*Initial Here #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](mailto:FraudHotline@ColoradoSprings.gov). Any of these mechanisms allow for anonymous reporting. For more information, please go to the website <https://coloradosprings.gov/cityfraud>.

*Initial Here #13*



## **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 solicitation. Please complete this form in its entirety. If a request in the Qualification Statement is contained in the proposal, indicate the section in the proposal where that information can be found.

### **1. TYPE OF LICENSE(S) HELD**

### **2. TYPE OF SERVICE TO BE PROVIDED FOR THIS SOLICITATION**

### **3. NUMBER OF YEARS IN BUSINESS**

### **4. FIRM HISTORY & STAFF QUALIFICATIONS**

In your proposal 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.

### **5. WHAT OTHER NAME(S) HAS YOUR COMPANY OPERATED UNDER**

My Firm has not operated under any other names

### **6. HAVE YOU OR YOUR FIRM EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU?**

Yes                      No

If Yes, Please Explain



**7. HAS ANY OFFICER OF PARTNER OF YOUR ORGANIZATION EVER BEEN AN OFFICER OR PARTNER OF ANOTHER ORGANIZATION THAT FIALED TO COMPLETE A CONTRACT WITHIN THE LAST FIVE (5) YEARS?**

Yes                      No

If Yes, Please Explain

**8. HAS YOUR FIRM OR ANY PARTNERS OR OFFICERS EVER BEEN INVOLVED IN ANY BANKRUPTCY ACTION?**

Yes                      No

If Yes, Please Explain

**9. ARE YOU PRESENTLY INVOLVED IN ANY LITIGATION WITH ANY GOVERNMENT AGENCY?**

Yes                      No

If Yes, Please Explain Type, Kind, Plaintiff, Defendant, etc. and state the current status:

**10. BANK REFERENCE**

Bank Name:

Address:

Contact:

Phone #:

E-mail:



## 11. SIMILAR PROJECTS

List Three similar projects (local or state-wide) from the last five (5) years. Include the location of the project, size of project (contract amount), contract name and information. NOTE: Detailed information on these projects may also be requested in the solicitation package

Indicate here if this information is provided within your proposal and identify where in the proposal it is located.

### 1. Company:

Location of Project:

Contract Amount:

Contract Period of Performance:

Company Representative:

Representative's Title:

Representative's Address:

Representative's Phone #:

Representative's E-mail:

Brief Description of service/goods provided and how your firm was successful carrying out the scope of work of the contract.

### 2. Company:

Location of Project:

Contract Amount:

Contract Period of Performance:

Company Representative:



Representative's Title:

Representative's Address:

Representative's Phone #:

Representative's E-mail:

Brief Description of service/goods provided and how your firm was successful carrying out the scope of work of the contract.

3. Company:

Location of Project:

Contract Amount:

Contract Period of Performance:

Company Representative:

Representative's Title:

Representative's Address:

Representative's Phone #:

Representative's E-mail:

Brief Description of service/goods provided and how your firm was successful carrying out the scope of work of the contract.





## 12. SIMILAR PROJECTS CURRENTLY UNDER CONTRACT

list three projects currently under contract and in progress (local or state-wide) from the last five (5) years. Include the location of the project, size of project (contract amount), contract name and information. NOTE: Detailed information on these projects may also be requested in the solicitation package

Indicate here if this information is provided within your proposal and Identify where in the proposal it is located.

1. Company:

Location of Project:

Contract Amount:

Contract Period of Performance:

Company Representative:

Representative's Title:

Representative's Address:

Representative's Phone #:

Representative's E-mail:

Brief Description of service/goods provided.

2. Company:

Location of Project:

Contract Amount:

Contract Period of Performance:

Company Representative:



Representative's Title:

Representative's Address:

Representative's Phone #:

Representative's E-mail:

Brief Description of service/goods provided.

3. Company:

Location of Project:

Contract Amount:

Contract Period of Performance:

Company Representative:

Representative's Title:

Representative's Address:

Representative's Phone #:

Representative's E-mail:

Brief Description of service/goods provided.



### **13. ADDITIONAL QUALIFICATION REQUIREMENTS**

There are no additional qualification requirements for this solicitation.

There are additional qualification requirements as follows:



## EXCEPTIONS

Please Indicate below if there are any exceptions taken to any of the terms, conditions, or specifications of these proposal documents or contract.

If there are exceptions taken to any of the terms, conditions, or specifications of the proposal document or contract, they must be clearly stated on an additional document attached to this exhibit and returned with your proposal.

**NOTE: All potential Offerors are hereby advised that exceptions taken may be considered during the evaluation phase which may affect the final scoring of proposals. Offerors stipulating that the City must use their contract or agreement may be determined non-responsive and their Proposal determined unacceptable.**

Please indicate below:

My Firm has no exceptions.

My Firm does have exceptions. (Attach Exceptions to this exhibit)



## MINIMUM 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.

- 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.
- Workers' Compensation and Employers Liability as required by statute. Employers Liability coverage is to be carried for a minimum limit of \$1,000,000.
- Automobile Liability covering any auto (including owned, hired, and non-owned autos) with a minimum of \$1,000,000 each accident combined single limit.
- Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts with limits of not less than \$2,000,000 per occurrence and in the aggregate.
  - In the event that any professional liability insurance required by this Contract is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed
  - Policy shall contain a waiver of subrogation against the CITY.
- Pollution Legal Liability Insurance shall apply to sudden and gradual pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants (including asbestos). If the coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under this contract is completed. Policy limits shall be no less than \$1,000,000 per loss with \$2,000,000 aggregate coverage.

Except for workers' compensation and employer's liability insurance and Professional Liability, 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.

Name of Company

Signature

Date



## **SIGNATURE PAGE**

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/Proposal information and the complete Solicitation prior to submitting a Bid / Proposal. The Offeror's signature will be considered the Offeror's acknowledgement of understanding and ability to comply with all items in the solicitation.

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.

Signature

Name (Printed)

Company Name

Title

Date



**EXHIBIT 2    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 Contract 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 Department Manager: up to \$149,999.99

The City of Colorado Springs Deputy Chief of Staff: \$150,000.00 to \$499,999.99

The City of Colorado Springs Chief of Staff: \$500,000.00 to \$1,999,999.99

The Mayor 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, the appropriate ST forms as designated by the City Sales Tax Office. These forms shall list 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/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.

<b>THE CITY OF COLORADO SPRINGS, COLORADO:</b>

<b>SECOND PARTY:</b>
Corporate Name
Signature <span style="float: right;">Date</span>
Title





**EXHIBIT 3 EVALUATION SCORE SHEET**

**PROPOSAL EVALUATION SCORE SHEET  
SOLICITATION NUMBER AND TITLE:**

RFP EVALUATION CRITERIA DESCRIPTION	SCORE
<p><b>1. TECHNICAL AREA</b></p> <p>The Offeror must explain its overall solution, considering the scope of work or statement of work provided. The content must include, but not necessarily be limited to, the following information.</p>	
<p><b>A. Understanding of and compliance with technical requirements</b></p>	
<p>In the Technical Area, the Offeror should address each work area in sufficient detail to demonstrate a clear and full understanding of the work. The proposal should not merely parrot the requirements of the RFP. Further, the Offeror should provide evidence of sufficient planning to ensure the work is completed on schedule and within budget.</p> <p>Consider the following questions.</p> <ol style="list-style-type: none"> <li>1. Does the proposal demonstrate a firm understanding of the requirements and goals of the Statement of Work, as well as industry standards and reasonable expectations for a company in the industry?</li> <li>2. Does the proposal fully and completely address each requirement and goal of the Statement of Work?</li> <li>3. Does the proposal provide solutions to indicate that requirements and goals will be met on schedule?</li> <li>4. Does the technical solution seem realistic?</li> <li>5. Does it generally appear that the Offeror knows and thoroughly understands the business and requirement?</li> </ol> <p><b>COMMENTS:</b></p>	<p><b>5 – Exceptional</b>  <b>4 – Very Good</b>  <b>3 – Satisfactory</b>  <b>2 – Marginal</b>  <b>1 – Unacceptable</b></p>
<p><b>B. Project Approach</b></p>	
<p>In the Technical Area, the Offeror should clearly present proposed solutions and indicate that it has performed adequate planning to accomplish tasks as defined in the Statement of Work. Innovations, efficiencies, and detailed specifics are all encouraged.</p> <p>The Offeror must at least address the following areas:</p> <ol style="list-style-type: none"> <li>1. Construction phasing and traffic control for the project. Explain the phases, traffic control for each phase, and the logic in the construction phasing.</li> </ol>	<p><b>5 – Exceptional</b>  <b>4 – Very Good</b>  <b>3 – Satisfactory</b>  <b>2 – Marginal</b>  <b>1 – Unacceptable</b></p>



<p>D. 2. Erosion and sediment control during all phases of construction as well as post construction efforts through permit closure.</p> <p>E. 3. Coordination with utilities. Discuss your understanding of the key utility relocations required for this project and how you will coordinate and phase your construction to both facilitate and accommodate those relocations and the constraints that they impose.</p> <p>F. 4. Schedule Management. Discuss your approach to schedule management including updating and reporting progress of the work.</p> <p>G. 5. Quality Control. Discuss your quality control plan, processes and approach to ensure that the City receives a quality product.</p> <p>H. 6. Safety. Discuss the contractor's approach and commitment to safety for both construction workers and the public traveling through the construction site.</p> <p>I. 7. Potential issues that your firm foresees with this project and how you would make adjustments if encountered. Describe factors limiting construction phasing flexibility and potential remedies.</p> <p>Consider the following questions.</p> <ol style="list-style-type: none"> <li>1. Does the proposal include a complete plan to accomplish each requirement, including subcontracting (if applicable)?</li> <li>2. Does the proposal demonstrate that appropriate and qualified personnel and equipment will be provided to carry out the requirement?</li> <li>3. Is the proper level of effort directed toward each requirement? Does the level of effort look unrealistically low or unreasonably high?</li> </ol> <p><b>COMMENTS:</b></p>	
Sum of Ratings in Technical Area (Add numbers in Section 1.A. and 1.B):	
<p><b>2. MANAGEMENT AREA</b></p> <p>The Offeror must explain its method of managing the work to be performed. The content must include, but no necessarily be limited to, the following information.</p>	
<p><b>A. Program Management Controls</b></p>	
<p>In the Management Area, the Offeror should provide a plan of operation, to include management of personnel, workload, schedule, and budget. It should also include an organization chart which demonstrates clear and effective lines of authority, responsibility, and communication for management, supervisory, and technical</p>	<p><b>5 – Exceptional</b>  <b>4 – Very Good</b>  <b>3 – Satisfactory</b>  <b>2 – Marginal</b>  <b>1 – Unacceptable</b></p>



<p>personnel. The plan should address which job classification or personnel will be assigned to each task and how that determination is made. Basic human resource management concepts should be addressed, including hiring, firing, discipline, incentive plans, etc. If the Offeror plans to subcontract more than 10% of the work, include information on how the Offeror plans to manage its subcontractors.</p> <p>The Offeror shall provide a detailed construction schedule for the project showing the key construction activities and how they will meet or better the County's timeframe and maximize construction efficiency to provide the best value to the City and minimize impacts to the public. The schedule shall be based on the Offeror's understanding and approach to the work as addressed above.</p> <p>Consider the following questions.</p> <ol style="list-style-type: none"> <li>1. Does the proposal address the issues above in sufficient detail to demonstrate a sophisticated and mature management control system?</li> <li>2. Are program management controls consistent with the technical portion of the proposal, especially regarding schedule and level of effort?</li> <li>3. Does the plan and controls indicate that the Offeror will obtain, keep, and efficiently utilize high quality personnel?</li> <li>4. Does the offer address corrective actions?</li> <li>5. Does the proposal explain how the Offeror will remain within schedule and budget?</li> </ol> <p><b>COMMENTS:</b></p>	
<p><b>B. Past Performance/Relevant Experience and Key Personnel</b></p>	
<p>In the Management Area, the Offeror should provide at least three references or contracts demonstrating that it successfully provided services/products same or similar to those required in the RFP. The proposal should adequately explain how the projects were completed on schedule and within budget.</p> <p>Consider the following questions.</p> <ol style="list-style-type: none"> <li>1. Does the proposal include at least three references or past performance citations?</li> <li>2. Are the references or past performance citations relevant to the requirements of the Statement of Work of the RFP?</li> <li>3. Does the Offeror explain how they were successful on the projects provided as past performance?</li> <li>4. Does the Offeror apply the past performance to the City requirement in such a way as to demonstrate added value due to experience?</li> </ol> <p>In the Management Area, resumes must be provided for all personnel considered key, as required by the RFP. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions. Resumes</p>	<p><b>5 – Exceptional</b>  <b>4 – Very Good</b>  <b>3 – Satisfactory</b>  <b>2 – Marginal</b>  <b>1 – Unacceptable</b></p>



<p>do not count toward the page limitation. Explain how the key personnel were related to the projects cited as relevant past performance.</p> <p>Consider the following questions.</p> <ol style="list-style-type: none"> <li>1. Does the Offeror provide complete resumes, including education, experience, background information, accomplishments, and other pertinent information?</li> <li>2. Does the Offeror provide resumes for all key personnel, as required by the RFP?</li> <li>3. Do the resumes demonstrate adequate professional, technical, and management levels to accomplish the work effectively and efficiently?</li> </ol> <p><b>COMMENTS:</b></p>	
<p>Sum of Ratings in Management Area (Add numbers in Sections 2.A. and 2. B.)</p>	
<p><b>3. PRICE/COST AREA</b></p>	
<p>In the Price Area, the Offeror should provide a detailed breakdown of the price for each year of performance. The price must be fully loaded/all-inclusive and include unit cost for material, labor, other direct costs (e.g. travel), indirect costs (i.e. overhead and general and administrative costs), and profit/fee. Offers must include sufficient detail to allow insight into the fairness and reasonableness of the price. If the contract type will be T&amp;M, labor categories, labor rates, separated profit, and estimated material costs must be included in detail.</p> <p>In addition, although price may not be the most important factor, it is still very important to the City of Colorado Springs. The Offeror's pricing must be competitive as compared to the budget amount, market pricing in the industry, and the pricing of the other Offerors.</p> <p>Consider the following questions:</p> <ol style="list-style-type: none"> <li>1. How does the price compare to the industry competition?</li> <li>2. If low, is it unrealistically low?</li> <li>3. If high, is there demonstrated added value for the additional cost?</li> <li>4. Can you see how the price was built? If so, do the costs look appropriate for the task?</li> <li>5. Does the Offeror leave applicable costs out of the calculations? For instance, some will say travel is not included and will be an extra cost. This should be considered when comparing to other Offerors.</li> <li>6. Are there additional costs not addressed that the City would incur if the Offeror were awarded the contract? If so, include those costs when comparing to the budget amount and the competition.</li> </ol>	<p><b>5 – Exceptional</b>  <b>4 – Very Good</b>  <b>3 – Satisfactory</b>  <b>2 – Marginal</b>  <b>1 – Unacceptable</b></p>



<b>COMMENTS:</b>	
Total Price/Cost Area (Insert number from Section 3 evaluation above):	
<b>4. PROPOSAL PRESENTATION</b>	
<p>Presentation is an important factor. Offerors should provide a highly professional product, which is complete, accurate, easily understood, and effectively presented.</p> <p><b>COMMENTS:</b></p>	<p>5 – Exceptional  4 – Very Good  3 – Satisfactory  2 – Marginal  1 – Unacceptable</p>
Total Proposal Presentation Area (Insert number from Section 4 evaluation above):	
<b>EXCEPTIONS PROPOSED</b>	
<p>What (if any) exceptions (redlines to our terms and conditions) were proposed? Are they acceptable?</p> <p><b>COMMENTS:</b></p>	<b>Pass/Fail</b>
<b>INSURANCE EXCEPTIONS PROPOSED</b>	
<p>What (if any) exceptions (redlines to our insurance terms and conditions) were proposed? Are they acceptable?</p> <p><b>COMMENTS:</b></p>	<b>Pass/Fail</b>
<b>TOTAL SCORE – Add Evaluation Scores from Sections 1-4 and location bonus (if applicable). The sum is the total score.</b>	Total Score:



## **SCHEDULES**

Schedule A	Price Sheet
Schedule B	General Construction Terms and Conditions
Schedule C	Scope of Work
Schedule D	General Specifications
Schedule E	PPRTA Special Provisions
Schedule F	60% Construction Plan Set



**SCHEDULE A – PRICE SHEET**

FOLLOWS THIS PAGE

PLEASE COMPLETE BIDNET PRICE SHEET AS WELL AS EXCEL SPREADSHEET



## **SCHEDULE B – GENERAL CONSTRUCTION TERMS AND CONDITIONS**

### **SECTION 100 DEFINITIONS AND TERMS**

Titles used in these specifications having a masculine gender, such as “workmen” and the pronouns “he” or “his”, are for the sake of brevity and are intended to refer to persons of any gender.

The titles or headings of the sections and subsections herein are intended for convenience of reference and shall not have any bearing on their interpretation.

When the Contract indicates that something “shall” be done, the action is required and is not discretionary.

Calendar Day Each and every day shown on the calendar, beginning and ending at midnight.

Change Order A written order issued to the Contractor by the City covering contingencies, extra work, increases or decreases in Contract quantities, and additions or alterations to the plans or specifications, within the scope of the Contract, and establishing the basis of payment and time adjustments for the work affected by the changes. The Change Order is the only method authorized for changing the Contract.

City The City of Colorado Springs, Colorado.

Contract Documents Contract Documents include the Request for Proposal, Instructions to Offerors, Proposal, Amendments, the signed Contract, surety bonds, insurance documents, all terms, conditions, and provisions, and the Specifications, including all modifications thereof incorporated in any of the documents before execution of the agreement.

Contract The executed written agreement between the City and the Contractor setting forth the obligations of the parties for the performance of the work and the basis of payment. The Contract includes the Contract Documents, Notice to Proceed, and executed Change Orders, all of which constitute one instrument.

Contractor The person, persons, firm, or corporation to whom a Contract is awarded by the City and who is subject to the terms of said Contract. Contractor shall include the agents, employees, workmen, subcontractors and any assignees of said Contract.

Engineer An engineer of the City of Colorado Springs.





Notice	<p>Any written notice served pursuant to the terms of the Contract. Notice shall be deemed to have been duly served if delivered in person or by registered mail to:</p> <p>The Project Manager assigned to the Contract, City of Colorado Springs, City Engineering, 30 South Nevada Ave., Room 403, Colorado Springs, CO 80903.</p> <p>Notice to the Contractor will be to the Authorized Representative of the Contractor at the site of the Project in person; or by registered mail to the Contractor's principal place of business as indicated in the Contractor's proposal certifications; or as to the Surety on the performance bond by registered mail to the Surety at the home office of such surety.</p>
Plans	<p>The drawings, or reproductions, provided by the City that show the location, character, dimensions, and details of the work to be done.</p>
Project Manager	<p>An individual representing the City responsible for managing and oversight of the Contract. .</p>
Project	<p>The entire improvement outlined in the Scope of Services which is to be constructed in whole or in part pursuant to the Contract.</p>
Subcontractor	<p>A person, firm, or corporation, other than the Contractor, supplying labor or materials, or both, or equipment furnished at the site of the project under an Agreement with the Contractor.</p>
Surety	<p>The person, firm, or corporation that has executed as surety the Contractor's Proposal, Performance, Payment and Maintenance Bonds.</p>
Work	<p>Work performed under the Contract.</p>
Working Days	<p>Days of the week, not including weekends and City holidays, unless otherwise stated.</p>

## **SECTION 101            CONTRACT DOCUMENT INTERPRETATION**

### **101.00 INTENT OF CONTRACT DOCUMENTS**

The sections of the Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intent of the Contract Documents is to include the cost of all labor and materials, water, fuel, tools, plants, equipment, light, transportation, and all other expenses as may be necessary for the proper execution of the work. If the Contract Documents should be contradictory in any part, the order of precedence shall be as described in the Contract.



Any work shown on the Plans and not covered in the specifications, or included in the Specifications and not shown on the Plans, shall be executed by the Contractor as though shown both on the Plans and included in the Specifications.

If the Contractor, in the course of the work, finds any discrepancy between the Plans and the physical layout, or any errors or omissions in Plans or layout, he shall immediately so inform the Project Manager and the Project Manager will promptly verify them. Any work done after such discovery without written consent of the Project Manager authorizing the same shall be done at the Contractor's risk and sole expense.

Any incidental and/or appurtenant items not specifically called for in the Plans and Specifications, but which are necessary to complete the work in accordance with the requirements of good practice, as determined by the Project Manager, shall be included as a part of the Contractor's proposal price and furnished at no additional cost to the City.

In interpreting the Contract Documents, words describing materials or work which have a well-known technical or trade meaning, unless otherwise specifically defined in the Contract documents, shall be construed in accordance with such well known meaning recognized by architects, engineers, and the trade.

#### **101.01 SPECIAL PROVISIONS, SPECIAL SPECIFICATIONS**

Special Provisions or Special Specifications may be written to expand upon, modify or cancel these general provisions or the standard specifications.

#### **101.02 STANDARD MANUFACTURER**

Wherever the terms "standard", "recognized" or "reputable" manufacturers are used, they shall be construed as meaning manufacturers who have been engaged in the business of fabricating materials, equipment, or supplies of the nature called for by the Specifications for a reasonable period of time prior to the date set for submission of proposals, and who can demonstrate to the satisfaction of the City that said manufacturer has successfully installed equipment, materials, or supplies of the type proposed to be furnished in at least three instances and that the performance of such materials, equipment, or supplies for a period of over twelve months prior to the date fixed for submission of proposals shall, prima facie, be deemed to have been engaged in such business for a reasonable length of time.

#### **101.03 "OR EQUAL" CLAUSE**

Whenever in any section of the Contract documents, any article, material, or equipment is defined by describing a proprietary product, or by using the name of manufacturer or vendor, the term "or equal" if not inserted, shall not be construed in such a manner as to exclude manufacturers' products of comparable quality, design, and efficiency, subject to review and approval by the Project Manager. The Project Manager may require that proposed equals be submitted for review and approval.

### **SECTION 102            COMPLIANCE WITH LAWS**



## **102.00 PUBLIC IMPROVEMENT ASSESSMENT**

If the cost of the improvement to be constructed under the Contract is to be assessed upon the owners of land benefited by such improvement, upon complaint of any such landowner that the improvement is not being constructed in accordance with the Contract, the City Council may consider the complaint and make such order in the premises as shall be just to ensure compliance with the Contract.

### **102.01 ALL LEGAL PROVISIONS INCLUDED**

It is the intention and agreement of the parties to this Contract that all legal provisions of law required to be inserted, shall be and are inserted. However, if by mistake or otherwise, some such provision is not inserted, or is not inserted in proper form, then upon application of either party, the Contract shall be amended so as to strictly comply with the law and without prejudice to the rights of either party.

### **102.02 LICENSES AND PERMITS**

It shall be the responsibility of the Contractor to obtain, at its expense, all necessary licenses and permits to do the Project, in accordance with applicable Federal, State and local laws, regulations and ordinances. Typical permits and fees include, but are not limited to, Excavation/Boring Permits, Concrete Construction Permits, Fugitive Dust Permits, Regional Building Permits, Pavement Degradation fees, as well as Traffic Control and Barricade Plans to be approved by the City Traffic Division for all work within public rights-of-way and easements i.e. (curb and gutter, sidewalks, pedestrian ramps and cross pans).

## **SECTION 103            AWARD AND EXECUTION OF CONTRACT**

### **103.00 CONTRACT EXECUTED**

A single original Contract to include the Contractor's Performance, Labor and Material Payment and Maintenance Bonds may be executed and maintained in the official Contract file located in the City Contracts office. The original copy of the Contract maintained in the City Procurement Services file shall take precedence for purposes of interpretation or determining what the Contract says. After all required signatures are obtained; photocopy counterparts (copies) will be made and distributed to the following, as applicable:

- (a) Contractor
- (b) Project Manager
- (c) City Finance Department
- (d) Inspector

Each Bond shall have an original Power of Attorney attached. The Contractor shall provide compensation insurance and public liability and property damage insurance as outlined in the Contract. The costs of executing the bonds, Contract, and insurance, including all notaries' fees and expense, are to be paid by the Contractor to whom the Contract is awarded. Bonds shall be furnished on forms prepared by the City. Copies of the City's Bond Forms are included in the Exhibits Section of the Request for Proposal, if applicable.



### **103.01 VERBAL AGREEMENTS**

No verbal agreements or conversations with any agent or employee of the City either before or after execution of the Contract shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract.

### **103.02 CONTRACT SECURITY**

The Contractor shall furnish good and sufficient Performance, Labor and Material Payment and Maintenance Bonds on the form attached hereto in an amount not less than the full amount of the Contract price as security for the faithful performance of the Contract, for the payment of all persons performing labor and furnishing material in connection with the work, and for all guarantees of materials and workmanship required in the Contract. If at any time during the continuance of the Contract a surety on the Contractor's bond or bonds becomes irresponsible, as determined in the City's sole and absolute discretion, the City shall have the right to require additional and sufficient sureties which the Contractor shall furnish within ten (10) days after written notice to do so. Any additional surety bonds shall cover the entire original Contract amount and any increases thereto.

### **103.03 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 be 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.

## **SECTION 104 THE CONTRACT: FOLLOWING EXECUTION**

### **104.00 MATERIALS**

Unless otherwise stipulated in the Contract, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light power, transportation, and other facilities necessary for the execution and completion of the work. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

### **104.01 SCHEDULE**



In the event of contradictions or inconsistencies, this clause shall take precedence over any language relevant to scheduling included anywhere else in this Contract.

The Contractor shall be responsible for planning, scheduling, and reporting the progress of the work to ensure timely completion of the work as called for in the Contract Documents. The Contractor shall prepare a detailed Project schedule (“Project Schedule”) that shall be used for coordination, for evaluation of progress, and for the evaluation of changes to the Contract. The Project Schedule shall include all activities, including those of subcontractors, Contractor’s engineers and surveyors, and suppliers. Seasonal and weather constraints, utility coordination, railroad restrictions, right of way restrictions, traffic constraints, environmental constraints, other project interfaces, expected job learning curves and other constraints shall be considered when preparing the Project Schedule, including any phasing or sequencing of the work specified in the Contract Documents. Days scheduled as no work days shall be indicated. The Project Schedule shall consist of a Methods Statement as defined in subsection (a) below and a progress schedule consisting of (1) a Critical Path Method (“CPM”) schedule as defined in subsection (b) below, or (2) a Bar Chart schedule as defined in subsection (c) below. A CPM Schedule shall be required if the Contract exceeds \$250,000 or if the construction period exceeds 150 Calendar Days, unless the Contract Documents stipulate otherwise. The CPM Schedule shall utilize Primavera’s Suretrak Project Manager software (or other software designated by the Project Manager), or be capable of being read and manipulated by Suretrak Project Manager software (or other software designated by the Project Manager). The Project Schedule shall show all work completed within the Contract Period of Performance. The City reserves the right to approve or disapprove any proposed schedule. If disapproved, the Contractor must make requested changes and resubmit the schedule for approval within five working days of the disapproval by the City.

After award, the Contractor shall submit two copies of all required schedule information as described below. Schedules, schedule updates, diagrams and reports using CPM shall also be submitted electronically in the appropriate software format. All schedules, diagrams, and reports shall include a title, project number, date of preparation, and the name of the Contractor.

The Bar Chart or CPM 90-day schedule shall be submitted at least 14 Calendar Days prior to the start of the work. The Project Manager’s review will not exceed five working days. Work shall not begin until the Project Schedule is accepted in writing, unless otherwise approved by the Project Manager.

(a) Methods Statement. A Methods Statement shall be prepared for the prominent features listed in the Contract Documents, and for any feature not listed in the Contract Documents that the Contractor considers a controlling factor for timely completion. The Methods Statement shall be a detailed narrative describing each feature and all work necessary to complete the feature. The Methods Statement shall be submitted with the Contractor’s schedule. The following format is required:

1. Feature: Name of the feature;
2. Responsibility: Contractor, subcontractor, supplier, utility, etc. responsible for the feature;
3. Procedures: Procedures to be used to complete the work. The procedure to be used shall include general information regarding methods such as forming, excavation, pouring, heating and curing, backfill and embankment, trenching, protecting the work, etc. When separate or different procedures are to be



employed by the Contractor due to seasonal or Project phasing requirements, such differing procedures shall be described in the procedure statement;

4. Production Rates: The planned quantity of work per day for each feature;
5. Labor Force: The labor force planned to do the work;
6. Equipment: The number, types, and capacities of equipment planned to do the work;
7. Work Times: The planned time for the work to include:
  - (a) number of work days per week
  - (b) number of shifts per day
  - (c) number of hours per shift

At the Project Manager's request, the Contractor shall update the Methods Statement, or any part thereof, and submit it with the Job Progress Narrative Report or Schedule Update, whichever is earlier.

- (b) Critical Path Method. CPM is a scheduling method which shows the interdependencies between work activities. The critical path is that path through the schedule which, if delayed, will cause a delay to project completion.

The progress schedule shall include as a minimum the prominent features of this Project as listed in the Contract Documents. The progress schedule shall include all activities for all work on the Project, including subcontracted work, delivery dates for critical material, submittal and review periods, milestone requirements and no work periods. Where the Project has specific phases, each phase shall be described separately for each applicable prominent feature.

Construction activity duration shall not exceed 15 Calendar Days unless approved by the Project Manager. Series of activities that have aggregate durations of five Calendar Days or less may be grouped in a single activity. For example, "form, reinforce, and pour pier" could be defined as a single activity rather than three. Single activities or a series of grouped activities of at least one Calendar Day duration may also need to be included in the Project Schedule as determined by the Project Manager (e.g. same activities but noted separately by location).

Time Scaled Logic Diagram: This diagram shall show the logical progression of all activities required to complete the work defined in the Contract Documents. Activity information shall include activity ID, description, duration, early start and finish dates, late start and finish dates, total float, and responsibility.

1. 90-Day Schedule. The 90-Day Schedule shall provide all necessary detail for procurement, construction and submittal activities required during the first 90 days of the Period of Performance. This submittal shall include a Time Scaled Logic Diagram.
2. Project Schedule, as described above.  
The Project Schedule shall cover the entire Period of Performance.
3. Schedule Updates. The Contractor shall update the 90-Day Schedule or the Project Schedule to reflect actual construction progress of all work activities on the project. Updates shall show the previous 30 days progress and a 60-day





projection for all work started, completed, or in progress during this three month window.

The Project Schedule shall be updated as of the cutoff date for the monthly progress pay estimate and submitted to the Project Manager before the payment of the progress pay estimate is approved.

Each of the diagrams, charts, and reports shall comply with the requirements for the Project Schedule above, except that they shall also include the actual completion dates and percentages of completion for the appropriate activities.

- (c) Bar Chart. The Bar Chart shall be time scaled and shall show the following:
1. The prominent features, as listed in the Contract Documents.
  2. Any feature not listed in the Contract Documents that the Contractor considers a controlling factor for timely completion.
  3. The number of days required to complete each feature and its relationship in time to other features.
  4. Sufficient space for each feature to permit two additional plots parallel to the original time span plot.
  5. The anticipated delivery dates for equipment or materials in any feature that could affect timely completion of the project.
  6. Critical completion dates for any activity within any feature that could affect timely completion of the project.
  7. Connecting lines between features that show the intended progression of activities.

The Project Schedule shall cover the time from the Day of Notice to Proceed to the predicted completion date. The Project Schedule shall be updated as of the cutoff date for the monthly progress pay estimate and submitted to the Project Manager before the payment of the progress pay estimate is approved. The Contractor shall provide a copy of the original bar chart showing, for each feature, the days actually worked and the anticipated days required to complete.

- (d) Project Coordination. The Contractor shall coordinate and schedule its work to include anticipated utility work. Various City and private utility entities may be working to install and/or inspect their utilities within the Project area. Reasonable delays should be expected for utility lowering, relocations and placement. These delays shall not be reason for granting any monetary change or performance time alteration to the Contract. As a minimum, the Contractor's Project Schedule shall reflect coordination with the following:
1. City of Colorado Springs City Engineering Division
  2. City of Colorado Springs Traffic Engineering Division
  3. Colorado Springs Utilities (water, wastewater, gas, electric)
  4. City of Colorado Springs Parks, Recreation and Cultural Services Department
  5. Private Utility and Telecommunication Companies
- (e) Contractor Early Finish or Voluntary Acceleration. Early finish or voluntary acceleration of the schedule by the Contractor is acceptable provided:



1. At the time the Contractor submits the Project Schedule indicating an early finish or voluntary acceleration, the City is notified in writing of actions on the City's part necessary to accommodate the change(s).
2. The City agrees to such change(s) in writing.
3. The City is compensated by the Contractor for any inconvenience or expense associated with the change(s).
4. There is no increase to Contract cost.

A Job Progress Narrative Report shall be submitted bi-weekly as a minimum and with all Project Schedule updates. It shall detail the description of job progress, problem areas, current and anticipated delaying factors and their anticipated effects, impacts to job milestones or Project completion, any corrective action proposed or taken, and any minor revisions to the Project Schedule. If the Job Progress Narrative Report indicates problem areas and impacts to job milestones or Project completion, a revised Project Schedule shall also be submitted as specified below.

Revision of the Project Schedule may be required, as determined by the Project Manager, for: a major revision in the schedule logic or methods of construction; the addition, deletion, or revision of activities required by Contract modification; delays in milestones or the completion of the Project; or for prosecution of work that revises the phasing or staging which is represented on the plans or on the progress schedule. If in the opinion of the Project Manager, the Contractor falls behind the approved Project Schedule, the Contractor shall take steps necessary to improve Project progress, including those steps that may be required by the Project Manager, without additional costs to the City. In those circumstances where the Contractor is behind schedule, the City may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction planned and to submit such changes and revisions to the Project Schedule to the Project Manager for approval that will demonstrate how the approved rate of required progress will be regained. Failure of the Contractor to comply with the requirements of the Project Manager under this subsection shall be grounds for a determination by the City that the Contractor is not prosecuting the work with sufficient diligence to ensure timely completion of the Contract as required.

If it is determined that a revision to the Project Schedule is required, it shall be provided to the Project Manager for review within 15 Calendar Days of Contractor receiving written notification of the requirement from the Project Manager. The Project Manager's review of the revised schedule will not exceed 5 working days. Revisions required as a result of the Project Manager's review shall be submitted within 5 working days. When accepted by the Project Manager in writing, the revised schedule shall become the Project Schedule.

The Contractor shall participate in the Project Manager's review and evaluation of the submittals. Meetings will be held to review progress and planning when requested by the Project Manager or Contractor. The Project Manager may request additional project scheduling information and documentation as deemed necessary, including reports and other information that may be reasonably generated using CPM software if required by the Contract.

The Contractor shall prosecute the work according to the Project Schedule. The Contractor shall be responsible for assuring that its subcontractors, suppliers, and engineers/surveyors, at any tier, also prosecute the work according to the Project Schedule. The City shall be entitled to rely on the Project Schedule for planning and coordination.





Acceptance of the Contractor's Project Schedule by the Project Manager is not to be construed as relieving the Contractor of obligation to complete the Contract work within the Contract time allowed for the portion of the work or the entire Contract, or granting, rejecting or in any other way acting on the Contractor's request for extension of Contract time, or claims for additional compensation.

All costs relating to preparation, submittal, and acceptance of the Project Schedule, reports and revisions, and all requirements of this subsection will not be paid for separately, but shall be included in the work.

Failure of the Contractor to comply with the requirements of this subsection may be grounds for a determination by the Project Manager that no further progress payments are to be made until the Contractor is in full compliance.

#### **104.02 SCHEDULE OF VALUES**

Promptly following the execution of the Contract Documents for all Firm Fixed Price, lump sum Contracts, the Contractor shall prepare and transmit to the Project Manager two copies of an itemized Project cost breakdown showing the unit quantities of each major construction item and the corresponding unit prices. Such unit prices shall contain all costs including profit and overhead of each item complete in place. The total cost of all the items shall equal the Contract price for the Project. This breakdown, once approved by the Project Manager, will be used primarily in determining payment due the Contractor as provided herein. If, in the opinion of the Project Manager, any unit price submitted by the Contractor is unbalanced, a detailed breakdown of the items contained in the unit will be required.

For Contracts executed on a fixed unit price basis, payment shall be made based on the actual number of units installed or performed that are complete, however, payment shall not exceed the total Contract amount unless previously approved by Change Order.

#### **104.03 SURVEYS**

Unless otherwise specified in the Contract Documents, the City will furnish all site surveys, easements, pipeline licenses, etc., necessary to authorize construction of any permanent works required in the Contract, where such work is to be done on property other than the City's.

The Project limits of construction shall be within the public right-of-way and/or City easements. The Contractor shall not trespass on premises outside of the limits of construction for this Project, unless permission to do so is granted by the property owner in writing. Copies of any such grant shall be furnished to the City prior to the performance of any work outside the limits of construction.

#### **104.04 SUBCONTRACTS**

The Contractor will be permitted to subcontract a portion of the Contract; however, the Contractor shall perform work amounting to 30 percent or more of the original total cost of proposal items. Any items designated in the Contract as "specialty items" may be performed by subcontractor. The cost of "specialty items" so performed by subcontractor may be deducted from the original



total cost of proposal items before computing the amount of work required to be performed by the Contractor.

The calculation of the percentage of subcontracted work shall be based on the Contract unit prices rather than subcontract unit prices. Proportional value for a subcontracted partial Contract item will be verified by the Project Manager. For the purpose of calculating the value of subcontracted work, the cost of procuring materials and manufactured products can be included in either the Contract or subcontract. However, when a firm both sells material to a 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 Contractor shall as soon as practical after signing the Contract notify the Project Manager in writing, giving the names and qualifications, of all subcontractors proposed to do work on the Project within fifteen (15) business days of notice of award. The City shall have the right to reject subcontractors who are debarred or suspended from doing business with the federal government, State government, or the City of Colorado Springs. The Contractor shall notify the Project Manager of each subcontract he awards, giving:

- (a) Name, address, and telephone number of the subcontractor
- (b) Branch of work covered
- (c) Total price of subcontract
- (d) Date of subcontract

It shall be the responsibility of the Contractor to file with the Project Manager copies of applicable permits and licenses required to do the subcontracted work. Subcontracts or transfer of Contract obligations shall not release the Contractor of liability under the Contract and bonds.

#### **104.05 OTHER CONTRACTS**

The City may undertake or award other Contracts for additional work at or near the site of the work under this Contract. The Contractor shall fully cooperate with the other Contractors and with City employees and shall carefully adapt their scheduling and performance of the work to accommodate the additional work, heeding any direction that may be directed by the Project Manager. The Contractor shall not commit or permit any act, which will interfere with the performance of work by any other contractor.

### **SECTION 105 CONSTRUCTION SITE**

#### **105.00 LANDS TO BE USED FOR WORK**

The Contractor shall confine the work activities to the area shown in the construction drawings. The Project Manager will furnish the Contractor with copies of all executed right of way (ROW) and easement documents for the Project. The established work zone shall be marked and secured with orange safety fence. Any additional work area required within adjoining private properties must be acquired by the Contractor by written permission from the property owner. The Contractor shall restore any damage or disruption to other properties utilized in the performance of this Project to an equal or better than pre-construction condition at no cost to the City. The Contractor shall indemnify and hold the City harmless from any claims or losses from damage or disruption of private property.



Contractor shall provide, at its expense and without liability to the City, any additional land and access thereto that may be required for temporary construction facilities or for storage of materials. All such costs will be considered incidental to the work and will not result in additional cost to the City. Contractor personnel shall not unnecessarily enter upon private property without the express written consent of the landowner. The Contractor shall provide the Project Manager with a copy of the written permission. The Contractor shall indemnify and hold the City harmless from any claims or losses related to Contractor trespassing.

#### **105.01 STORAGE OF MATERIALS**

The Contractor shall confine its equipment, apparatus, the storage of materials and operations of Contractor's workmen to limits indicated by law, ordinances, permits, or directions of the City and shall not encumber the Project site with materials or equipment not necessary for the Project.

#### **105.02 LOADING OF STRUCTURES**

The Contractor shall not load or permit any part of a structure to be loaded with a weight that will endanger the structure's safety. The Contractor shall enforce the Project Manager's instructions regarding signs, advertisements, fires, and smoke.

#### **105.03 SANITARY PROVISIONS**

The Contractor shall provide and maintain on the construction site at all times suitable sanitary facilities for use of those employed on this Contract without committing any public nuisance. All toilet facilities shall be subject to the approval of the El Paso County Public Health Department. All portable toilet facilities for this Project shall be kept on City or State right-of-way as directed by the Project Manager.

#### **105.04 ACCIDENT PREVENTION**

The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The Contractor shall submit to the City an acceptable, comprehensive Safety Plan for review prior to commencement of the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

- a) All persons on or about the Site or who may be affected by the Work;
- b) All Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
- c) Other property at the site or adjacent thereto, including buildings, real property, trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of the Work.

Notwithstanding the foregoing, the City reserves the right to direct the Contractor to stop work and correct an unsafe condition at any time that any person present at the job site identifies any unsafe condition or action. For this purpose only, any person at the job site is authorized to act on behalf of the City, but such intermittent delay shall not be grounds for an increase in the Contract price or schedule.



Precaution shall be exercised at all times for the protection of persons, including employees, and property. The safety provisions of all Federal, State and Municipal laws and any other codes relating to the public safety, shall be strictly observed, and the Contractor shall, at all times, whether or not so specifically directed by the Project Manager, take the necessary precautions to ensure the protection of the public.

Piling, sheeting and shoring shall be utilized where required to prevent any excessive widening or sloughing of a trench which may be detrimental to human safety, traffic flow, a pipe being placed, trees, or to any existing structure.

Excavated materials shall be placed a safe distance from the sides of the trench. Heavy equipment shall not be used or placed near the sides of a trench unless the trench is adequately braced.

The Contractor shall not load or permit any part of a structure to be loaded with a weight that will endanger the structure's safety.

The Contractor shall designate a qualified and experienced safety representative at the Work site(s) whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety plans and programs.

#### **105.05 PROTECTION OF THE PUBLIC WORKS AND PROPERTY**

The Contractor shall provide and maintain all necessary watchmen, barricades, lights, and warning signs and take all necessary precautions for the protection of the public. The Contractor shall continuously maintain adequate protection of all work from damage, and shall take all reasonable precautions to protect the City's property from injury or loss arising in connection with the Contract. The Contractor shall make good any damage, injury, or loss to their work and to the property of the City resulting from lack of reasonable protective precautions except such as may be due to errors in the Contract Documents, or caused by agents or employees of the City. The Contractor shall check all cautionary signs at least once a day during this Contract.

The Contractor shall continuously maintain adequate protection of all their work from damage and shall protect the City's and adjacent property from injury arising in connection with this Contract.

The Contractor will be responsible for any and all damage to property, public or private, that may be caused by its operations in the performance of this Contract, and the Contractor shall defend any suit that may be brought against itself or the City on account of damage inflicted by its operations, and shall pay any judgments awarded to cover such damage and shall indemnify the City for any losses arising out of such damage or related claims.

The Contractor shall be responsible for the restoration of all existing surface or subsurface improvements damaged as a result of construction at no additional cost to the City.

#### **105.06 PUBLIC ROADS**

The Contractor in executing the work on this Project shall not unnecessarily impede or interfere with traffic on public highways or streets. Detours, including surfacing, guard rails, temporary



bridges and culverts, as may be shown on the drawings, or ordered by the Project Manager to accommodate the general public, residents adjacent to the improvements, and the United States mail shall be provided and maintained by the Contractor in a good workmanlike manner. Any call out of City Barricade Crews shall be charged to and paid for by the Contractor.

All work done within the public right-of-way and/or easements requires a Traffic Control Plan approved by the City Traffic Engineering Division.

The Contractor shall provide and maintain in place all barricades, warning signs, lights and other safety devices required to protect the work, divert traffic, and warn pedestrians of open excavation, unfilled trenches, and other areas or conditions which might be hazardous or dangerous. Detour routings must first be submitted to the City Traffic Engineer for review and approval and shall be signed for the entire route of the detour as required to return the traffic to their street or origination. Detours shall be maintained throughout the period of construction in such a manner as to provide the least amount of disruption to normal traffic flow.

All signing and barricading shall conform to the latest editions of the following:

- (a) Manual of Uniform Traffic Control Devices for Street and Highways (MUTCD)
- (b) City of Colorado Springs Traffic Signage and Markings Manual
- (c) City of Colorado Springs Construction Traffic Control Manual

The City Traffic Engineer may require flag persons or off-duty police officers for traffic direction.

#### **105.07 PROTECTION OF EXISTING CURBS, GUTTERS AND DRIVEWAYS**

The Contractor shall exercise care in protecting existing curbs, gutters and driveways. Curbs, gutters and driveways damaged by the Contractor's operations shall be removed and replaced by the Contractor at Contractor's expense.

#### **105.08 PROTECTING AND REMOVING PLANTINGS**

The Contractor shall protect all existing trees, shrubs and other plantings from above ground and root structure damage during the construction activities. Plantings which are considered to be slightly damaged shall be properly pruned and sealed according to accepted nursery practices. Contractor shall be liable for the costs of any unnecessary damage to plants or trees as determined by the Project Manager. Where plantings are in conflict with new work, as determined by the City Forester (plantings in the public right-of-way) or by the inspector or owner (plantings on private property), the Contractor shall at his expense remove the planting. The Contractor shall coordinate with the City Forester prior to working in the vicinity of plantings in the public right of way.

In all cases, the proper planting season shall be observed to assure proper establishment and growth of the plantings.

Tree branches shall be trimmed back to the trunk, all around, to a minimum height of 8' above the adjacent walkway. Work shall be done only by a licensed Tree Service as provided in City Code Chapter 2, Article 3, Part 3.



## **105.09 PUBLIC CONVENIENCE AND SAFETY**

The Contractor shall make every effort to minimize the inconvenience to property owners and to the traveling and pedestrian public, and shall conduct the Work to minimize obstruction to traffic and inconvenience to property owners affected by the Work.

The Contractor shall notify and coordinate the closing and construction of the driveways, curb, gutter and sidewalks with the Project Manager and the adjoining property owners in advance of Work in writing. The Contractor shall provide 72 hours written notice in advance of any construction that may affect access, parking and/or existing structures, including fences adjacent to that property.

Suitable access and parking will be maintained at all times. Access may be limited to half the existing driveway width for limited periods during concrete driveway and street construction. An additional verbal notice shall be provided to each business or property owner 30 minutes prior to the actual access drive closure.

Relocating of fences and structures shall be coordinated with property owners and shall include miscellaneous items including, but not limited to, utility services, street signs and mailboxes, sod replacement, sprinkler system modifications, control boxes, railroad tie walls, etc. If no such items are specifically included in the Contract, these items will be considered incidental to the work and are to be included in the unit prices. The Contractor shall coordinate the salvaging of any materials suitable for re-use with the City Inspector and, if on private property, with the respective property owners.

Any restrictions on street parking or traffic movement shall be coordinated with the City Traffic Engineer.

## **105.10 FAILURE TO MAINTAIN SAFE SITE**

If the City becomes aware of failure to comply with applicable safety regulations, the Project Manager may inform the Contractor who shall take immediate steps to remedy the noncompliance. The Project Manager shall give written notification to the Contractor directing it to correct the unsafe acts or conditions. If the Contractor fails to comply with such a notification, the Project Manager may issue a Stop Work order in accordance with this Contract, and work shall only be resumed after adequate corrective actions have been taken to correct the safety deficiencies the Contractor has been notified of. Stoppage of work because of noncompliance with prescribed accident precaution measures shall not be considered a changed condition or changes in work, nor reason for extension of completion time.

In case of injury to persons or property by reason of failure to erect and to maintain necessary barricades, safeguards, and signals, or by reason of any act or omission of the Contractor, or Contractor's subcontractors, agents, or employees, during the performance of this Contract, the City may withhold payments due the Contractor so long as shall be reasonably necessary to indemnify the City on account of any such injuries, but the City's payment or failure to pay any sum shall not be considered a waiver of its right to indemnity under the this Contract.





### **105.11 EROSION AND DRAINAGE CONTROL**

Contractor shall provide for the drainage of stormwater and such water as may be applied or discharged on the site in performance of the work per the latest revision of the City of Colorado Springs Drainage Criteria Manual, Volume II. Drainage facilities shall be adequate to prevent damage to the work, the site, and adjacent property.

The Contractor shall prevent the pollution of drains and watercourses by sanitary waste, sediment, debris or other substances resulting from this work. Contractor shall be required to clean up and isolate such materials on a continuing basis to prevent risk of washing into such drainage ways.

Should the affected areas of the Project exceed one acre, a Stormwater Discharge Permit shall be required. Affected area includes excavations, material stockpiles and areas where equipment and vehicles disturb the ground. An exact definition of the affected area should be obtained from the Colorado Department of Public Health and Environment (CDPHE).

### **105.12 POLLUTION**

The Contractor shall at all times ensure compliance with applicable Federal, State, and Municipal air, water, and noise pollution laws and ordinances. The Contractor shall at all times have the proper sprinkling equipment available and shall apply water in the amount determined by each site condition or as directed by the Project Manager. The Contractor shall obtain all necessary permits at Contractor's expense, which may include, but not be limited to, El Paso County or a State Air Emission permit, State of Colorado Construction Activity permit, State of Colorado Dewatering permit and Section 404 Corp of Engineers permit, unless otherwise specified in the RFP.

### **105.13 TEMPORARY CONSTRUCTION**

All temporary facilities, including the Contractor's field office which it may maintain at the site, and additional offices erected by subcontractors, shall be neatly constructed and arranged on the site in an orderly manner. The Contractor shall prepare and submit to the Project Manager, for approval prior to starting work, a construction plan layout, showing arrangement of storage areas, temporary buildings, equipment, and work areas. The Contractor shall provide suitable weather-tight storage sheds of capacity required to contain all materials which might be damaged by storage in the open. The Contractor shall at all times keep copies of all Contract Documents readily accessible at its office at the site.

### **105.14 TEMPORARY WATER SUPPLY**

The Contractor shall provide, at Contractor's own expense, temporary water connections and water supply necessary for the prosecution of the work and permit all contractors on the work to use this supply at a reasonable prorated charge, or by sub-metering. The Contractor shall pay for all water consumed in the work, and shall arrange with Colorado Springs Utilities for temporary connections and payment of service charges. Upon completion of the Contract work, all temporary waterlines shall be removed. The City will devise a method and plan to monitor and enforce the proper use of temporary water. The City will inspect for compliance.



### **105.15 TEMPORARY ELECTRICITY**

The Contractor shall arrange with the Colorado Springs Utilities for temporary electricity necessary for the prosecution of the work. The Contractor shall pay for all electric current consumed, and shall permit all contractors on the work to use this supply at a reasonable prorated charge, or by sub-metering.

### **105.16 TEMPORARY HEAT**

The Contractor shall provide adequate, temporary heat required during construction. Until the building or work area is enclosed, heavy tarpaulin shall be used to enclose any space requiring heating or protection from weather during construction operations. After the heating plant is in operating condition and the building is enclosed, heat may be provided from the permanent heating plant if such is approved by the Project Manager. In such case, the Contractor shall arrange to operate the plant, connect permanent or temporary radiation or unit heaters, and so maintain the plant during operation that it will be turned over to the City undamaged at the completion of the work. The Contractor shall provide all fuel required. In no case shall salamander heating be used in finished or plastered surfaces; instead, gas-steam radiators, unit heaters, or other suitable and approved means shall be used if the permanent heating plant is not available. This applies only to structures. It does not apply to road improvements or other outdoor improvements.

### **105.17 TEMPORARY ENCLOSURES**

The Contractor shall provide and maintain temporary enclosures for the work as may be required to permit continuation of interior work during inclement weather, if wall and roof construction has progressed sufficiently to make interior work possible. This applies only to structures. It does not apply to road improvements or other outdoor improvements.

### **105.18 CLEAN-UP**

The Contractor shall at all times keep the work area including storage and staging areas, free from accumulations of waste materials. The Contractor is also responsible for any costs associated with cleanup of debris from the work site or storage areas that may inadvertently be scattered outside the area by weather or vandalism. Upon completion of the work, the Contractor shall leave the work area in a clean neat and orderly condition satisfactory to the Project Manager.

## **SECTION 106 ROYALTIES, PATENT INFRINGEMENTS, SPECIAL LICENSES AND PERMITS**

### **106.00 ROYALTIES AND PATENTS**

The Contractor shall pay all applicable royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and save the City harmless from loss on account thereof except that the City may be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified, unless the City has notified the Contractor prior to the signing of the Contract that the particular process, design, or product is patented or is believed to be patented.





**SECTION 107 WORK PROVISIONS AND RULES**

**107.00 COMMENCEMENT AND COMPLETION OF WORK**

- (a) Preconstruction Conference. After issuance of Notice to Proceed, or as otherwise established by the City, a preconstruction conference (“Preconstruction Conference”) shall be held for review of the construction schedule, Contractor’s written list of subcontractors and suppliers, written list of all required permits, project contracts, utility support plan, water control plan, Traffic Control Supervisor name and telephone number, gradations, test results, certifications, review procedures for handling shop drawings and other submittals, processing applications for payment, and other pertinent items.
- (b) At the Preconstruction Conference, the Contractor shall furnish the Project Manager 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 or phases of work can be started.
- (c) The Contractor shall commence work within ten (10) Calendar Days of the date specified on the Notice to Proceed and complete the Contract within the number of Calendar Days or by the date specified in the proposal form. Unless otherwise noted in the Contract, the number of days are Calendar Days.
- (d) The dates fixed for commencement and completion of the work may be extended by the Project Manager. All requests for extension of time by the Contractor shall be made in writing to the Project Manager and shall set forth the reasons for such requests. The Project Manager may fix the period of extension, if any. In addition, the Project Manager may grant a period of extension upon an execution of a Change Order. Any Project Manager’s decision on extensions of time shall be binding upon the parties hereto. Requests for extension of time received twenty (20) or more days after the occurrence of the delay will not be honored. No requests for extension of time shall be honored if submitted after the completion date.
- (e) If satisfactory execution and completion of the Contract shall require work or materials in greater amounts or quantities other than those set forth in the Contract, then the Contract time may be adjusted at the time of the execution of the Change Order. No allowance will be made for delays or suspension of the prosecution of the work due to the fault of the Contractor.

**107.01 FAILURE TO COMPLETE WORK ON TIME, LIQUIDATED DAMAGES**

If the Contractor fails to fully perform and complete the work in conformity to the provisions and conditions of the Contract within the specified time limit set forth in the Contract, including any extensions granted hereto, the Contractor may be subject to a stop work order, as provided in this Contract. In addition, the Contractor shall pay to the City for each Calendar Day of delay until such time the Contract is complete, liquidated damages at the applicable daily rate below. The amounts shown are considered to be liquidated damages to reimburse the City for the additional cost of construction engineering and Contract administration services and in no case are considered a penalty.

Original Contract Amount	Amount of Liquidated Damages Per Day
Less than \$50,000	\$300.00



\$50,000 to \$100,000	\$500.00
\$100,000 to \$500,000	\$700.00
\$500,000 to \$1,000,000	\$900.00
Over \$1,000,000	\$1500.00

### **107.02 WORK IN BAD WEATHER**

No construction work shall be done during stormy, freezing, or inclement weather, except such as can be done satisfactorily, and in a manner to secure first class construction throughout, and then only subject to permission of the Project Manager.

The granting of a time extension for inclement weather does not imply or guarantee that additional compensation for incidental and appurtenant work caused by such weather will be approved or authorized by the Project Manager. Weather delays that can be reasonably anticipated shall not result in increased cost to the City. The Project Manager will be the sole judge as to the reasonableness of delays for inclement weather.

### **107.03 EXCUSABLE DELAYS**

The Contractor's right to proceed will not be terminated, and the Contractor will not be charged with damages, for delays in completing the work that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include:

- (a) Acts of God or of the public enemy,
- (b) Acts of the government in either its sovereign or Contractual capacity,
- (c) Acts of another contractor in the performance of a contract with the government,
- (d) Fires,
- (e) Floods,
- (f) Epidemics,
- (g) Quarantine restrictions,
- (h) Strikes of employees other than Contractor's employees,
- (i) Freight Embargos,
- (j) Unusually severe weather, or
- (k) Delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers.

### **107.04 COMPENSATION FOR COMPENSABLE DELAYS**

If the Project Manager determines that a delay is compensable in accordance with the Contract, monetary compensation will be determined in accordance with this subsection.

- (a) These categories represent the only costs that are recoverable by the Contractor. All other costs or categories of costs are not recoverable:
  1. Actual, reasonable wages and benefits, including FICA, paid for additional non-salaried labor;
  2. Reasonable and actual costs for additional bond, insurance and tax;
  3. Increased, reasonable, and actual costs for materials;



4. Reasonable equipment costs calculated in accordance with the current edition of the Rental Rate Blue Book of Rental Rates for Construction Equipment for Contractor-owned equipment and based on invoice costs for rented equipment;
  5. Reasonable and actual costs of extended job site overhead;
  6. Reasonable subcontractor's claims (the same level of detail as specified herein is required for all subcontractors' claims)
  7. An additional 10 percent will be added to the total of items (1), (2), (3), (4), (5), and (6) as compensation for items for which no specific allowance is provided, including profit, overhead, and general and administrative expenses.
- (b) In adjustment for costs as allowed above, the City will have no liability for the following items of damages or expense:
1. Profit in excess of that provided in (a) above;
  2. Loss of profit;
  3. Additional cost of labor inefficiencies in excess of that provided in (a) above;
  4. Home office or other overhead or general and administrative expenses in excess of that provided in (a) above;
  5. Consequential damages, including but not limited to loss of bonding capacity, loss of bidding opportunities, and insolvency;
  6. Indirect costs or expenses of any nature in excess of that provided in (a) above;
  7. Attorney's fees, claim preparation fees, and expert fees.

All costs claimed must be documented and accompanied by a written certification from the Contractor.

### **107.05 EMERGENCY WORK**

In an emergency affecting the safety of life or of the work or of adjoining property, the Contractor is, without special instructions or authorization from the Project Manager, hereby permitted to act at Contractor's discretion to prevent such threatening loss or injury. Contractor shall also act, without appeal, if so authorized or instructed by the Project Manager. Any reasonable compensation claimed by the Contractor on account of emergency work shall be determined by mutual agreement or in accordance with the Changes provision of this Contract.

### **107.06 VALUE ENGINEERING CHANGE PROPOSALS BY THE CONTRACTOR**

The Contractor is encouraged to develop and offer proposals for improved construction techniques, alternative materials and other innovations. Proposals must provide a project comparable to the City's original design either at lower cost, with improved quality, or both. If a Value Engineering Change Proposal (VECP) Proposals shall be submitted only after contract award. If a VECP is rejected, the work shall be completed in accordance with the Contract at the Contract price. The Contractor shall have no claim against the City for compensable or noncompensable delay to the Contract based on the failure to respond to a VECP.

The Contractor may submit either a full VECP or a preliminary Conceptual VECP, followed by a full proposal. The City Engineer will provide timely review of all VECPs and advise the Contractor whether the VECP is complete or incomplete. When the VECP is complete, the Project Manager will advise the Contractor of either the approval of the VECP or the reasons for rejection of the VECP.



Cost savings generated to the Contract as a result of VECPs offered by the Contractor and accepted by the Project Manager shall be shared equally between the Contractor and the City.

If the Project Manager determines that the time for response indicated in the submittal under item (c)5 below is insufficient for review, the Contractor will be promptly notified. Based on the additional time needed by the Project Manager for review and the effect on the Contractor's schedule caused by the added time, the Project Manager will evaluate the need for a non-compensable time adjustment to the Contract.

(a) VECPs that will be considered are those that would produce savings to the City or provide improved Project quality without impairing essential functions and characteristics of the Project. Essential functions include but are not limited to: service life, economy of operation, ease of maintenance, desired appearance, safety, and impacts to the traveling public or to the environment during and after construction.

(b) *Submittal of Conceptual Proposal.* For VECPs that require a significant amount of design or other development resources, the Contractor may submit an abbreviated conceptual proposal for preliminary evaluation. The Project Manager will evaluate the information provided and advise the Contractor if any conditions or parameters of the conceptual proposal are found to be grounds for rejection. Preliminary review of a conceptual proposal reduces the Contractor's risk of subsequent rejection but does not commit the City to approval of the full VECP. The following information shall be submitted for each conceptual proposal.

1. A statement that the proposal is submitted as a conceptual VECP.
2. A general description of the difference between the existing Contract and the proposed change, and the advantages and disadvantages of each, including effects on cost, service life, economy of operation, ease of maintenance, desired appearance, safety, and impacts to the traveling public or to the environment during and after construction.
3. A set of conceptual plans and a description of proposed changes to the Contract specifications.
4. An estimate of the anticipated cost savings or increase.
5. A statement specifying:
  - a. when a response to the conceptual proposal from the City is required to avoid delays to the existing contract prosecution,
  - b. the amount of time necessary to develop the full Proposal,
  - c. the date by which a Change Order must be executed to obtain maximum benefit from the VECP, and
  - d. the VECP's impact on time for completing the Contract.

(c) *Submittal of Full Value Engineering Change Proposal.* The following materials and information shall be submitted with each VECP.

1. A statement that the proposal is submitted as a VECP.
2. A description of the difference between the existing Contract and the proposed change, and the advantages and disadvantages of each, including effects on service life, economy of operation, ease of maintenance, desired appearance, safety, and impacts to the traveling public or to the environment during and after construction.
3. A complete set of plans and specifications showing the proposed revisions relative to the original Contract. This portion of the submittal shall include design notes and



construction details. The proposed plans and specifications shall be signed and sealed by the Contractor's engineer.

4. A complete analysis indicating the final estimated costs and quantities to be replaced by the VECP compared to the new costs and quantities generated by the VECP. All costs and proposed unit prices shall be documented by the Contractor.
5. A statement specifying the date by which a Change Order must be executed to obtain the maximum cost reduction during the remainder of the Contract.
6. A statement detailing the effect the VECP will have on the time for completing the Contract.
7. A description of any previous use or testing of the proposed changes and the conditions and results. If the VECP was previously submitted on another City project, the VECP shall indicate the date, Contract number, and the action taken by the City.
8. An estimate of any effects the VECP will have on other costs to the City.
9. A statement of life cycle costs, when appropriate. Life cycle costs will not be considered as part of cost savings but shall be calculated for additional support of the VECP. A discount rate of four percent shall be used for life cycle calculations.
10. A statement specifying when a response from the City is required to avoid delays to the prosecution of the Contract.

(d) *Evaluation.* VECPs will be evaluated in accordance with the following:

1. The Project Manager will determine if a VECP qualifies for consideration and evaluation. The Project Manager may reject any VECP that requires excessive time or costs for review, evaluation, or investigations. The Project Manager may reject proposals that are not consistent with the City's design policies and criteria for the Project.
2. VECPs, whether or not approved by the City, apply only to this Contract and become the property of the City. VECPs shall contain no restrictions imposed by the Contractor on their use or disclosure. The City has the right to use, duplicate and disclose in whole or in part any data necessary for the utilization of the Proposal. The City retains the right to utilize any accepted VECP or part thereof on other projects without obligation to the Contractor. This provision is subject to rights provided by law with respect to patented materials or processes.
3. If the City is able to demonstrate that it is already considering certain revisions to the Contract, prior to receipt of the VECP, or has approved certain changes in the Contract for general use that are subsequently proposed in a VECP, the Project Manager will reject the VECP and may proceed to implement these changes without obligation to the Contractor.
4. The Contractor shall have no claim against the City for additional costs or delays resulting from the rejection or untimely acceptance of a VECP. These costs include but are not limited to: development costs, loss of anticipated profits, increased material or labor costs, or untimely response.
5. VECP will be rejected if equivalent options are already provided in the Contract.
6. VECP that only reduce or eliminate Contract pay items will be rejected.
7. The savings generated by the VECP must be sufficient to warrant a review and processing, as determined by the Project Manager.
8. A VECP changing the type or thickness of the pavement structure or changing the design of a bridge will be rejected.
9. Additional information needed to evaluate VECPs shall be provided in a timely manner. Untimely submittal of additional information will result in rejection of the VECP. Where



design changes are proposed, the additional information shall include results of field investigations and surveys, design and computations, and changed plan sheets required to develop the design changes.

- (e) *Payment.* If the VECP is accepted, the changes and payment will be authorized by a Change Order. Reimbursement will be made as follows:
1. The changes will be incorporated into the Contract by changes in quantities of unit items, new agreed unit price items, or both, as appropriate, under the Contract.
  2. The Price of the contract will be revised to reflect the changes in the VECP. The City will pay the Contractor 50 percent of the savings to the City upon completion of the Project. The savings to the City shall be the difference between the cost of the revised work and the cost of the related construction required by the original Contract computed at Contract prices.
  3. Costs incurred by the Contractor for development, design, and implementation of the VECPs will not be reimbursed.
  4. When work performed under an approved VECP is modified to fit field or other conditions, the maximum amount paid for the work will be limited to that which would have been paid if the work had been performed under the original Contract provisions. The rejection or limitation of reimbursement shall not constitute the basis of any claim against the City for delay or for other costs except as allowed under the original Contract.

#### **107.07 AUTHORITY OF THE PROJECT MANAGER**

The Project Manager will decide all questions regarding the quality and acceptability of materials furnished, work performed, and the rate of progress of the work, all interpretation of the plans and specifications, and the acceptable fulfillment of the Contract. The Project Manager will perform technical inspection of the work and shall have authority to reject all work and materials which do not conform to the Contract.

The Project Manager has authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract or for the convenience of the City. The Project Manager may order the Contractor, by giving ten (10) days written notice, to suspend, delay, or interrupt all or any portion of the work required by the Contract for a period of up to (10) ten Calendar Days at no additional cost to the City. The Project Manager may immediately stop the work when it is determined that the public's safety and welfare is in jeopardy.

The Project Manager will, within a reasonable time after their presentation to the Project Manager, make decisions in writing on all claims submitted to the City by the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents. The Project Manager's decisions shall be final.

#### **107.08 DUTIES OF THE INSPECTOR**

Inspectors employed by the City are authorized to inspect all work done and materials furnished. Any such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. An inspector is not authorized to alter or waive the provisions of the Contract. An inspector is not authorized to issue instructions contrary to the provisions of the Contract or to act as foreman for the Contractor.





## **107.09 CONSTRUCTION OBSERVATION AND INSPECTION**

The Project Manager shall at all times have access to the work, and the Contractor shall provide proper equipment, materials and labor as required for such access and inspection.

All equipment, material, and articles incorporated into the work covered by this Contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this Contract. The Project Manager shall have the right to reject materials and workmanship, which are defective, or require their correction. Rejected workmanship shall be satisfactorily corrected and rejected materials shall be removed from the premises and replaced without charge to the City. If the Contractor does not correct such rejected work and remove rejected materials within a reasonable time fixed by written notice, the City may remove them and charge the expense to the Contractor.

Should it be considered necessary or advisable by the Project Manager at any time before final acceptance of the entire work to make an examination of work already completed, by removing or tearing out same, the Contractor shall on request promptly furnish necessary facilities, labor and materials. If such work is found to be defective in any material respect due to fault of the Contractor or his subcontractors, he shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual, reasonable cost of labor and material necessarily involved in the examination and replacement, plus ten (10) percent, will be allowed the Contractor.

All materials to be incorporated in the work, all labor performed, all tools, appliances, and methods used shall be subject to the inspection and approval or rejection of the Project Manager.

If the Project Manager points out to the Contractor, Contractor's foreman, or agent any neglect or disregard of the Contract provisions, such neglect or disregard shall be remedied and further defective work be discontinued immediately.

The Contractor shall execute the work only in the presence of the Project Manager or authorized representative, unless provision has been made for the work to proceed without complete engineering supervision or inspection. The presence of the Project Manager or authorized representative shall in no way relieve the Contractor of any responsibility under this Contract.

The observation of the work by the Project Manager is intended to aid the Contractor in applying labor, materials, and workmanship in compliance with the Contract provisions. Such observation, however, shall not relieve the Contractor from any of Contractor's Contract obligations.

## **107.10 CONTRACTOR COOPERATION**

All work under this Contract shall be performed in a skillful and professional manner. The Project Manager shall have the authority to order the Contractor to remove from the work site any employee the Project Manager deems incompetent, careless, or otherwise objectionable to the general public or the City by notify the Contractor of such order in writing.

(a) Workmen, Methods and Equipment: Permission from the Project Manager to use any particular methods, equipment or appliances shall not be so construed as to relieve the



Contractor from furnishing other equipment or appliances or adopting other methods when those in use prove unsatisfactory to the Project Manager, or as to bind the Project Manager to accept work which does not comply with the Contract.

### **107.11 CONTRACTOR'S RESPONSIBILITY FOR WORK**

Until the work is accepted by the Project Manager as evidenced by the issuance of the Certificate of Completion, the Contractor shall have the charge and care thereof and shall take every necessary precaution against injury or damage to any part thereof by action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before its completion and acceptance and shall bear the expense thereof.

The Contractor shall be responsible for the preservation of all public and private property, trees, fences, monuments, and other property, along and adjacent to the improvements and shall use suitable precautions necessary to prevent damage to pipes, conduits, and other underground structures. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work, or in consequence of the non-execution thereof on the part of the Contractor, such property will be restored by the Contractor and at Contractor's expense to a condition similar, or equal to that existing before such damage or injury to the satisfaction of the City's Project Manager.

It shall be the responsibility of the Contractor, when moving or operating equipment, to make all arrangements for temporary crossings of telephone, transmission, pipe lines, railroad tracks, and irrigation ditches. This work shall not be paid for as a separate item but shall be considered as incidental to the project.

### **107.12 PROTECTION OF UTILITIES**

The Contractor's attention is directed to the fact that utilities may encroach on the construction of this Project, and also to the importance of protecting all public/private utilities encountered on this project. These may include telecommunications, cablevision, traffic signal lines, power lines, water lines, sewer lines, gas lines, railroad tracks, and other overhead and underground utilities.

The City does not warrant any survey work or location of utilities or other underground apparatuses whether performed by the City, its agent, or an independent contractor. Contractor understands and agrees any survey or location work performed by the City, its agent, or other independent contractor is provided for guidance purposes only, so as to show the approximate location of underground utilities or apparatuses. Contractor understands the existence or exact location of underground utilities or apparatuses may not be known to the City or the design engineer of record. Contractor, therefore, agrees that it shall verify the existence and location of any underground utilities or apparatus along the route of work. Verification shall be done by potholing or using other methods which will detect the exact depth, dimensions, and location of any underground utilities or apparatus.

Contractor shall be liable for any damages, loss, or claims of whatsoever kind caused by its failure to pothole or use other methods of identifying the exact depth, dimensions, and location of any underground utilities or apparatus. Contractor agrees that any claim of any kind whatsoever,





damages, loss, lawsuit, demand, or request for equitable adjustment (“Claims”), shall be waived and the City shall be forever released and discharged from such Claims if Contractor fails to comply with its obligations under this section. Contractor agrees that if it fails to maintain all records or other evidence establishing that it potholed or otherwise determined the exact location, depth, and dimensions of all underground utilities and apparatuses, then it shall not be permitted to make any Claim arising from or related to the location of underground utilities or apparatus.

The size and location of all existing utilities as known to the Project Manager 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.

It is the Contractor’s responsibility to complete required work and to schedule inspections during normal working hours. The Contractor is responsible for contacting each affected utility for their inspectors’ working hours. The Contractor is responsible to request an inspection two (2) working days in advance of the inspection. In the case of an overtime inspection, the request must be in writing. All overtime costs for inspection by Colorado Springs Utilities, or other utilities personnel, shall be the Contractor’s expense. The City will not entertain any requests for time extensions for delays caused by the Contractor’s failure to properly notify the affected utility of a required inspection or the Contractor’s failure to complete the required work by the time of the scheduled inspection.

Any information concerning underground utilities shown on the drawings is intended to be merely an aid to the Contractor. The accuracy of information with respect to underground utilities is not guaranteed. The Contractor shall make their own investigation, including exploratory excavations, to determine the locations and type of existing mains or service laterals or appurtenances when their presence can be inferred from the presence of other visible facilities, such as building, manholes, inlets, meters and junction boxes, on or adjacent to the site of the work. If the Contractor discovers utility facilities not identified in the plans or specifications or in a position different from that shown in the plans and specifications, the Contractor shall immediately notify, verbally and in writing, the Project Manager and Owner of the utility facility.

Before any excavation is begun in the vicinity of water lines, railroad tracks, or structures, sewer lines, telecommunication conduits or cablevision line, each utility company, including Colorado Springs Utilities (if applicable), department, or company concerned must be notified in advance of such excavation, and such excavation shall not be made until an authorized representative of the utility concerned is at the site.

All utilities encountered must be kept in operation by the Contractor and must be protected and/or repaired at the Contractor's own expense, unless otherwise specified in the Contract documents. The Contractor shall be held liable for all damages to any and all public utilities encountered on the project, which damages are due to the Contractor's operations. Such damages shall include all physical damages to utilities and also all damages due to interruption of service of such utilities, when such damages and interruptions are caused by the Contractor's operations.

Where alterations or moving of utilities is not required to permit construction of the project, the Contractor shall take such measures as the Project Manager may direct to properly protect these utilities throughout his construction operations and shall cooperate at all times with the proper



authorities and/or owners in maintaining service of railroads, conduits, pole lines, transmission lines, pipe lines, sewers, etc., affected by this project.

The costs of damages due to the Contractor's operation shall not be allowable under this Contract and shall result in no additional cost to the City. The cost of protecting utilities where alteration or relocation is not required to permit construction of the project shall be considered as included in the original Contract price for the project and shall result in no additional cost to the City.

Should any pipe line, water lines, or gas mains, electrical conduits, sewer pipes, overhead wiring, telecommunication lines, power lines, or any other such utilities, not specifically mentioned and provided for elsewhere as a part of this Contract, have to be moved, repaired, reconditioned, or revised due to the construction, or moved temporarily to permit construction of the project the party or parties owning and operating such utilities shall perform the actual work of moving, repairing, reconditioning, or revising such utilities. Any such work would be added via change order, and the cost of this work will be borne by Colorado Springs Utilities, the utility company's involved, or other means arranged by the City.

(a) Existing Utilities

1. Existing Gas Lines: As of April 1, 1983, Federal law requires anyone who uncovers a gas line to report it to the gas company and allow it to be inspected by the gas company personnel before it is backfilled. Colorado Springs Utilities or other provider is to be notified prior to any excavation around gas lines. A Colorado Springs Utilities. or other applicable provider. inspector is to be notified and present on site prior to construction activities around gas lines.
2. Existing Sewer Mains and Services: All relocation, replacement protection shown on the plans or determined necessary by the inspector shall be performed according to the latest Colorado Springs Utilities Wastewater Standard Specifications. Minimum 48 hours' notice must be given to Colorado Springs Utilities prior to any related work.
3. The Contractor shall adjust sanitary sewer manhole rims to an elevation acceptable to Colorado Springs Utilities. The Contractor shall contact Colorado Springs Utilities twenty-four (24) hours prior to manhole rim adjustments.
4. Existing Water Mains and Services: All relocation, replacement or protection shown on the plans or determined necessary by the inspector shall be performed according to the latest Colorado Springs Utilities Water Standard Specifications and the Water Service Standard Specifications. Minimum 48-hour notice must be given to Colorado Springs Utilities prior to any related work. Colorado Springs Utilities reserves the right to schedule any operations at their discretion and to provide for any requirements determined necessary to perform the work. The Contractor shall coordinate with the Colorado Springs Utilities and receive their approval prior to performance of the work.

(b) Utility Support Systems:

1. If required by the Contract documents, or requested by the Project Manager, the Contractor shall submit shop drawings for the method of temporary support for all existing utilities during construction. The temporary support details for existing utilities shall be submitted for review and approval prior to performance of the work. Shop drawings must bear the seal of a Professional Project Manager registered in the State of Colorado, unless so waived by the City.
2. Regardless of City approved shop drawings, the Contractor shall be responsible for the satisfactory support of the utility system and any damages that may occur to the utility involved.



(c) Electric Utility Installation:

1. Any electric facilities unless otherwise noted are to be relocated or modified by Colorado Springs Utilities. The Contractor shall coordinate the work with Colorado Springs Utilities and Colorado Springs Utilities Contractor.
2. Light Pole Installation or Relocation:
  - i. The Contractor is responsible for coordinating with Colorado Springs Utilities, removing existing light pole foundations, constructing new light pole foundations, installing new conduits, and installing lighting junction boxes. The Contractor is responsible for coordinating with Colorado Springs Utilities for the de-energizing and removal of existing light poles.
  - ii. Colorado Springs Utilities will remove the existing light standards, reset the light standards upon completion of the new foundations, conduit and junction boxes, pulling wire, and beginning operations of the lighting within the project limits. The Contractor is responsible for scheduling and coordination with Colorado Springs Utilities crews for reinstallation and re-energizing completed light poles.

(d) Gas Utilities: The Contractor is responsible for coordinating with Colorado Springs Utilities for the relocation of existing Gas lines. Colorado Springs Utilities will relocate the existing gas lines as necessary to install project improvements within the project limits. The Contractor is responsible for scheduling and coordination with Colorado Springs Utilities crews.

(e) Telecommunication Agencies: Any telephone facilities unless otherwise noted are to be relocated or modified by the respective private utility company. The Contractor shall coordinate the work with the respective private utility company.

(f) Cablevision: The television utilities are to be relocated by the cable provider. The Contractor shall coordinate the work with any affected cable provider.

### **107.13 FEDERAL FUNDS**

If this Contract is a federally assisted construction contract all applicable federal requirements, terms and conditions, provisions and forms shall apply. Additionally, during the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 by the contracting officer setting forth the provisions of this nondiscrimination clause
2. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee



or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. 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 advising the labor union or workers representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. 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.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Secretary of Labor, State of Colorado Civil Rights Commission and any other governmental agency entity which may be assisting with the funding under this Contract for purposes of investigation to ascertain compliance with such rules, regulations and orders.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any such rules, regulations, or orders, this Contract may be cancelled, 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 the procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or otherwise provided by law.
8. The Contractor shall include the provisions of Paragraphs (1) through (8) 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 No. 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 city, state, or any federal governmental entity 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, the Contractor may request the city, the state, or the United States to enter into such litigations to protect the interests of such governmental entity.

#### **107.14 SUPERINTENDENCE**

The Contractor shall give the work the constant attention necessary to facilitate the progress thereof and shall cooperate with the Project Manager and with other contractors or Colorado Springs Utilities employees in every way possible. The Contractor shall have at all times, on the work, as Contractor's agent, a competent superintendent capable of reading and thoroughly understanding the Plans and Specifications, and who shall have the necessary authority to receive and promptly execute the instructions and orders from the Project Manager or the Project Manager's authorized representative. Such superintendent shall be furnished irrespective of the amount of work sublet. The Contractor shall supply the Project Manager with a list of phone



numbers at which the Contractor and its superintendent and foreman can be reached at any time. The assigned superintendent must adhere to the cooperation requirements specified in this Contract and is subject to removal if so ordered in writing by the Project Manager.

#### **107.15 PREPARATION**

All vegetation, stumps, and debris and other objectionable objects shall be removed from the area staked out by the Project Manager, and where necessary from the area immediately adjacent thereto. Such debris shall be hauled from the site of the construction and wasted as directed by the Project Manager.

#### **107.16 STAKING WORK**

The Project Manager may provide reference points (horizontal and vertical control) only, unless otherwise noted in the proposal and project specifications. The Contractor shall engage the services of a licensed surveyor or surveying firm (hereinafter referred to as the Surveyor) to be approved by the Project Manager. The Surveyor shall perform all detailed construction layout and staking including the staking of all storm sewer, street improvements, and utility relocations in accordance with the plans and specifications. The Contractor shall be responsible for the correctness and accuracy of the detailed layout of finished structures.

Any instrument man or survey assistant employed on the work by the Contractor or his subcontractors, who are judged by the Project Manager to be incompetent, shall be removed from the work and replaced by a competent individual.

#### **107.17 DEVIATION ALLOWED**

Finished surfaces in all cases shall conform to lines, grades, cross sections and dimensions shown on the approved drawings or described in the Specifications. Deviations from the approved drawings and working drawings as may be required by the expediencies of construction, in all cases, must be determined by the Project Manager and authorized in writing. If the Project Manager deems it inexpedient to correct work injured or done in an unauthorized manner, an equitable deduction from the Contract price of the work done shall be made by the Project Manager subject to approval of the City Procurement Services Manager.

#### **107.18 RIGHT-OF-WAY**

The City's right-of-way will in general be adequate for construction purposes. Nothing marked on the drawings shall be interpreted as giving the Contractor exclusive occupancy of the territory provided by the City. The City and its employees for any purpose, and other contractors of the City, for any purpose required by their respective contracts, may enter upon or occupy any portion of the land furnished by the City. When the territory of one contract is a necessary or convenient means of access for the execution of another contract, such privileges of access or any other reasonable privilege shall be granted by the Contractor to the extent, amount, in the manner and at times necessary. No such joint occupancy or use of the territory shall be made as the basis of any claim for delay or damages.

#### **107.19 SHOP DRAWINGS AND SUBMITTALS**





The Contractor shall submit to the Project Manager all shop drawings and submittals required for the work, including those pertaining to structural and reinforcing steel within fifteen (15) Calendar Days from the date of the Notice of Award. The Contractor shall make any corrections in the drawings required by the Project Manager and resubmit the same without delay.

Three final copies of all shop drawings (if applicable), submittals (if applicable) and schedules shall be submitted to the Project Manager, who after checking will retain two copies and return one copy to the Contractor. The Project Manager's approval of shop drawings of equipment and material shall extend only to determining the conformity of such equipment and materials with the general features of the design drawings prepared by the Project Manager. It shall be the responsibility of the Contractor to determine the correctness of all dimensions and minor details of such equipment and materials so that when incorporated in the work, correct operations will result.

### **107.20 RECORD DRAWINGS**

The Contractor shall maintain an up-to-date set of Contract drawings and Contract records, legibly marked; depicting all constructed improvements at the site or as otherwise specified and shall submit a complete set labeled "Project Record" to the Project Manager upon completion of the Project.

- 1) Drawings:
  - a) Depths of various elements of foundation in relation to finish floor datum.
  - b) Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements and Project survey control.
  - c) Location of internal utilities and appurtenances concealed in the construction, referenced to permanent surface improvements and project survey control.
  - d) Field changes of dimensions and detail.
  - e) Changes made by Change Order.
  - f) Details not on original Contract drawings.
- 2) Specifications and Addenda:
  - a) Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
  - b) Changes made by Change Order.

### **107.21 MATERIALS**

Unless otherwise stipulated in the Specifications, all workmanship, equipment, materials, and articles incorporated in the work covered by this Contract are to be new and of the best grade of their respective kinds for the purpose. The Contractor shall furnish to the Project Manager for the Project Manager's approval, the name of the manufacturer of machinery, mechanical and other equipment, which he contemplates installing, together with their performance capacities and other pertinent information including but not limited to instruction manuals pertaining to the use and operation of such machinery, mechanical and other equipment.

When required by the Specifications, or when called for by the Project Manager, the Contractor shall furnish for approval full information concerning the materials or articles which he contemplates incorporating in the work. Samples of materials shall be submitted for approval



when so directed. Machinery, equipment, materials, and articles installed or used without such approval shall be at the risk of subsequent rejection.

#### **107.22 MATERIAL INSPECTION AT PLANT**

If the Project Manager inspects the materials at the source, the following conditions shall be met:

- (a) The Project Manager shall have the cooperation and assistance of the Contractor and the materials producer.
- (b) The Project Manager shall have full entry to all parts of the plant necessary for the manufacture or production of the materials being furnished.
- (c) Adequate safety measures shall be provided and maintained.

The City reserves the right to retest all materials which have been previously tested or inspected. The retesting may be prior to or after incorporation of the materials into the work. Those materials inspected and tested after delivery on the Project or after incorporation into the work that do not meet the requirements of the Contract will be rejected and replaced at no additional cost to the City.

#### **107.23 HANDLING MATERIALS**

All materials shall be handled so their quality and fitness for the work is preserved. Aggregates shall be transported to the work in vehicles constructed to prevent loss or segregation of materials.

#### **107.24 CITY FURNISHED MATERIALS**

Material furnished by the City will be made available to the Contractor at the points specified in the Contract.

The cost of handling and placing materials after they are made available to the Contractor shall be considered as included in the Contract price for the item, and shall result in no additional cost to the City.

The Contractor will be held responsible for all material received until it is incorporated into the work and accepted.

Demurrage charges resulting from the Contractor's failure to accept the material at the designated time and point of delivery will be deducted from monies due the Contractor.

#### **107.25 BUY AMERICA REQUIREMENTS**

All manufacturing processes, including the application of a coating, for all steel and iron products permanently incorporated in the work shall have occurred in the United States of America. All manufacturing processes are defined as "processes required to change the raw ore or scrap metal into the finished, in-place steel or iron product". This requirement will not prevent a minimal use of foreign steel or iron provided the total project delivered cost of all such steel and iron which includes the cost of delivering the steel and iron to the Project, does not exceed one-tenth of one percent of the total Contract cost or \$2,500, whichever is greater.



With every steel or iron product that requires pre-inspection, pretesting, certified test results, or certificate of compliance, the Contractor shall provide a certification by each supplier, distributor, fabricator, and manufacturer that has handled the steel or iron product that every process, including the application of a coating, performed on the steel or iron product either has or has not been carried out in the United States of America. These certifications shall create a chain of custody trail that includes every supplier, distributor, fabricator, and manufacturer that handles the steel or iron product. The lack of these certifications will be justification for rejection of the steel or iron product. Upon completion of the Project, the Contractor shall certify in writing of compliance with this requirement and provide evidence of the Project delivered cost of all foreign steel or iron permanently incorporated into the Project.

### **107.26 TESTING OF MATERIALS**

Tests and Inspections. The City will employ and pay for the services of an approved testing laboratory to perform specified services for the field testing of:

- (a) Soil Compaction Control
- (b) Cast-in-Place Concrete
- (c) Asphalt Concrete Pavement

The Contractor shall perform, or arrange for the performance, and pay all costs in connection therewith, all other tests and inspections required by the Contract documents. The Contractor shall pay for all testing laboratory services in connection with tests verifying conformance of proposed materials and installation with project requirements including, but not limited to, mix designs, riprap, gradation tests for embedment, fill and backfill materials. The City shall pay for testing laboratory services in connection with tests on materials after incorporation into the project, unless retesting of materials is necessary because of the failure of the materials to meet the Project requirements. The Contractor shall obtain the City's written acceptance of the testing laboratory before having services performed.

- 1) Requirements for Independent Testing Consultants.
  - a) Consultants shall comply with "Recommended Requirements for Independent Laboratory Qualifications", latest edition, published by the American Council of Independent Laboratories, and basic requirements of ASTM E-329, "Standards of Recommended Practice for Inspection and Testing Agencies for Concrete, Steel, and Bituminous Materials as Used in Construction", latest edition.
  - b) The Contractor shall submit to the City for prior approval, the name and address of the proposed testing laboratory with description of personnel, facilities, equipment and other qualification data, including certificate of calibration of applicable testing equipment made by an accredited calibrated agency no more than twelve (12) months prior to submittal date.
- 2) Test Reports
  - a) Testing agency shall be instructed to submit directly to the City three (3) copies of all reports of tests or inspections made, showing compliance, irregularities or deficiencies, identifying Project, date of test, location in Project, applicable specification section, applicable standard(s) for compliance, observations relating to compliance, name and signature of inspector.
- 3) Contractor Responsibilities





- a) Furnish access to the work, materials, equipment and labor required to accommodate inspections and tests when testing laboratory is retained by the City. In the event retesting of materials or recompaction is necessary because of the failure of the materials or compaction to meet the Project requirements, the cost of said retesting shall be borne by the Contractor. Cost of said retest will be deducted from the final payment amount due the Contractor, or invoiced directly to the Contractor at the City's discretion.
- 4) Reliance on Technical Data  
Without warranty or representation as to the accuracy or completeness of any information or data, Contractor may rely upon the general accuracy of the "technical data" contained in the reports, specifications and drawings. The "technical data" is identified in the work technical specifications, drawings and reports that are signed and sealed by a registered Professional Engineer, Architect or Landscape Architect in the State of Colorado. Except for the reliance on the general accuracy of the "technical data," Contractor may not rely upon or make any claim against the City with respect to:
  - a) the accuracy or completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
  - b) other data, interpretations, opinions, and information contained in the reports or shown or indicated in such drawings; or
  - c) any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

#### **107.27 UNANTICIPATED CIRCUMSTANCES**

Contractor understands that this is a firm fixed price contract and so long as there are no changes in the scope of work or unanticipated circumstances as provided in subsection A-C below, Contractor must deliver the project for the agreed price. The parties agree that not every circumstance can be anticipated or known at the time this Contract was executed. Compensation for unanticipated circumstances, limited to subsections A –C, shall, at the City's sole discretion, be provided by the following method(s): (1) Unit prices previously approved; (2) allowing additional compensation on a time and materials method, not to exceed an agreed-to amount; (3) an agreed lump sum; and/or (4) the actual cost of:

- a) labor (including foreman and additional supervision, if necessary);
- b) materials necessary for incorporation into the Project;
- c) rental cost of construction plant and equipment used for work;
- d) Power and fuel required for operation of power equipment necessary to perform work;
- e) Contractor shall provide to the City physical evidence of all costs, including, but limited to, payroll, invoices, vouchers, estimates, bills, accounting records, or other relevant records. Contractor agrees that its failure to provide evidence of a claimed cost shall be a waiver of such cost(s) and the City shall be released and forever discharged from any claim of any kind whatsoever, loss, damages, request for equitable adjustment, or demand related thereto. Contractor further agrees that, at the City's discretion, a fixed fee, not to exceed 10% of the costs of work shall be added to such costs as compensation for the cost of management, insurance, benefits, bond, profit, and any other expenses.

To the extent unanticipated circumstances arise, Contractor shall follow the procedures and processes set forth herein and, if applicable, the Dispute Resolution provisions of this Contract. Contractor agrees that its failure to follow the processes set forth herein and the Dispute



Resolution process shall forever waive, release, and discharge the City from any claim of any kind whatsoever, damages, losses, lawsuits, or demands known or unknown. Additionally, the terms “detail” or “particularity” mean specificity, providing the exact basis and reason therefor with citations to the Contract or Contract Documents. Vague or ambiguous references such as “other matters” or “other costs” shall not be permitted and are not subject to any compensation method whatsoever.

**Differing Site Conditions or Changed Conditions:** A differing site condition or changed condition means subsurface, latent, or unknown physical site conditions that are materially different than that which is indicated in the contract and which is not ordinarily encountered and generally recognized in the work provided for in the Contract.

Contractor understands the City must be permitted the opportunity to timely investigate all differing site/changed condition matters; document conditions as they existed on the site at the time; take measurements, photographs, witness statements and the like; negotiate a compromise resolution with the Contractor and/or subcontractors; and avoid the cost, expense and delay of formal litigation.

Upon discovering a differing site condition, the Contractor shall not disturb the conditions and immediately contact the Project Manager. Within five days of discovering the condition, the Contractor shall provide written notice to the Project Manager of the condition. The written notice shall describe the condition with particularity; provide the precise material difference of the condition from the Contract, design plans, and/or other Contract Documents; describe, in detail, how the condition is not a condition that would be ordinarily encountered and generally recognized in the work provided for in the Contract; and provide a detailed explanation, including all accounting and other evidence supporting, Contractor’s losses, costs, delays, and changes in time required for performing the work. Contractor agrees that any claim, loss, damage, delay, or change in time that is not supported by evidence shall be disallowed. Contractor waives and forever releases and discharges the City from any claim of whatsoever kind, loss, damages, demand, and/or request for equitable adjustment whether known or unknown by disturbing the condition before notifying the Project Manager and by failing to provide timely detailed written notice as required herein. Any issue which is not provided for, in detail, in the written notice shall also be waived and the City shall be forever released and discharged from any claim whatsoever, loss, damage, or request for equitable adjustment, or demand arising therefrom.

After Contractor fully complies with the provisions in this section and after receiving the written notice, the Project Manager shall promptly investigate the condition and determine whether such condition materially differs from that indicated in the Contract Documents and whether it is a condition that would not ordinarily be encountered and generally recognized in the work provided for in the Contract. If the Project Manager determines the condition is a “differing site condition,” then a Change Order shall be issued describing the differing site condition and compensation method agreed to by the parties. By signing the Change Order, Contractor agrees the City shall be released and fully discharged from any claim whatsoever, loss, damage, request for equitable adjustment, or demand arising from the matters described in the Change Order. The parties shall also sign a document which describes in detail each condition and each claim, loss, damage, delay, or change in time related to that particular condition which was agreed to and fully resolved as well as any condition and each claim loss, damage, delay, or change in time related to that particular condition which is disputed.



If the Contractor disputes, disagrees with, or otherwise considers unfair any decision or ruling by the City, then Contractor shall, within 10 Calendar Days, provide the City with written notice of the dispute as set forth in the dispute section of this Contract and shall follow the dispute resolution process provided therein.

**Defective or Deficient Construction Plans or Documents:** A defective or deficient construction plan or document means a material error, mistake, oversight, or omission in the design plans or documents providing the specifications depicting the general and detail features of the work to be performed.

Upon discovering a defect or deficiency, the Contractor shall immediately contact the Project Manager. Within five days of initially advising the Project Manager of the defect or deficiency, the Contractor shall provide written notice to the Project Manager. The written notice shall describe the defect or deficiency with particularity explaining why it is a material defect or deficiency; provide precise detail explaining why the defect or deficiency is not something Contractor should know how to do or why the defect or deficiency is not a condition that would be ordinarily encountered and generally recognized in the work provided for in the Contract; and provide a detailed explanation, including all accounting and other evidence supporting, Contractor's losses, costs, delays, and changes in time required for performing the work. Contractor agrees that any claim, loss, damage, delay, or change in time that is not supported by evidence shall be disallowed. Contractor agrees that it shall waive and forever release and discharge the City from any claim of whatsoever kind, loss, damages, demand, and/or request for equitable adjustment whether known or unknown by failing to immediately notifying the Project Manager and by failing to provide timely detailed written notice as required herein. Any issue which is not provided for in the written notice shall also be waived and the City shall be forever released and discharged from any claim whatsoever, loss, damage, or request for equitable adjustment, or demand arising therefrom.

After Contractor fully complies with the provisions in this section and after receiving the written notice, the Project Manager shall promptly investigate the condition and determine whether such matter is a "defective or deficient design plan or document" as defined herein. If the Project Manager determines the matter is a "defective or deficient design plan or document," then a Change Order shall be issued describing the defective or deficient design plan or document, the correction and compensation method agreed to by the parties. By signing the Change Order, Contractor agrees the City shall be released and fully discharged from any claim whatsoever, loss, damage, request for equitable adjustment, or demand arising from the matters described in the change order. The parties shall also sign Form A of this Contract which describes in detail each condition and each claim, loss, damage, delay, or change in time related to that particular condition which was agreed to and fully resolved as well as any condition and each claim loss, damage, delay, or change in time related to that particular condition which is disputed.

If Contractor disputes, disagrees with, or otherwise considers unfair any decision or ruling by the City, then Contractor shall, within 10 Calendar Days, provide the City with written notice of the dispute as set forth in the Dispute Resolution section of this Contract and shall follow the dispute resolution process provided therein.

**Changes in Work and Additional/Extra Work (fixed price contract):** When additional information through excavation, testing, site investigation, differing site conditions, or otherwise is obtained the City shall have the right to alter, change the location, re-design, change the work, add to the



work, accelerate work, or reduce work, change the method or manner of performance, change services, and/or change materials described in the Contract (collectively “Changed Work”).

If the City changes work, then a Change Order shall be issued by the Project Manager. Contractor shall not be required to perform any Changed Work without a Change Order issued by the Project Manager. Such Changed Work shall be performed under the terms set forth in the original Contract and compensated as agreed in this section of the Contract.

If Contractor disputes any Changed Work or compensation method for such Changed Work requested by the City or set forth in a Change Order, Contractor shall, without delay, perform such work. Within 10 Calendar Days of receiving the Change Order, Contractor shall provide the City with written notice of the dispute as set forth in the Dispute Resolution section of this Contract and shall follow the dispute resolution process provided therein. Contractor further agrees that any issue not provided for, in detail, in the written notice shall also be waived and the City shall be forever released and discharged from any claim whatsoever, loss, damage, or request for equitable adjustment, or demand arising therefrom. Any matter resolved through the Dispute Resolution process shall be set forth in Form A of this Contract which describes in detail each Changed Work, including the compensation method, which was agreed to and fully resolved. By signing Form A, Contractor agrees that the City shall be released and fully discharged from any claim whatsoever, loss, damage, request for equitable adjustment, or demand arising from the matters described in Form A.

If Contractor does not dispute any Changed Work or the compensation method for such work, then Contractor shall sign the Change Order and agrees that the City shall be released and fully discharged from any claim whatsoever, loss, damage, request for equitable adjustment, or demand arising from the matters described in the Change Order.

Contractor agrees that the Project Manager shall have the authority to make minor changes in the work which do not involve additional costs and are not inconsistent with the purpose and scope of the work.

If the City finds it necessary or advisable, the City may omit, increase, or decrease any items as it may deem necessary or desirable without changing the unit prices in the proposal, provided such increase or decrease does not exceed 15% of the total monetary value of the original Contract. If material or labor involved in such change is not included in the unit prices of the Contract, but forms an inseparable part of the work to be done under this Contract, and the delay involved in asking for the bids or proposals and the letting of a new contract therefore might result in damage, injury, or impairment of the plant, work system, or other property belonging to the City, the City may in its discretion declare an emergency and require Contractor to proceed with such alterations and additions. The Contract shall not be required to perform such work or furnish extra materials without a Change Order issued by the Project Manager.

## **107.28 DISPUTE RESOLUTION**

Mindful of the high cost of litigation, not only in dollars, but also in time and energy, the parties intend to and do hereby establish the following out-of-court alternate dispute resolution procedure to be followed in the event any dispute, claim of any kind, loss, damage, demand, request for equitable adjustment, or controversy should arise out of, or relating to this Contract or relating to any Change Order or other changes or addendums to this Contract. During the dispute resolution



procedure provided in this section, Contract shall continue to perform the work as provided for in this Contract as modified by any Change Order or Contract amendment. Nothing in this section precludes the parties from pursuing any other remedy afforded by the laws of the State of Colorado once the remedies afforded under this Contract have been complied with and exhausted.

- J. Disputes Arising from Unanticipated Circumstances: If Contractor disputes, disagrees with, or considers any decision, order, ruling, demand, request, directive, Change Order, or Contract amendment, related to the Unanticipated Circumstances provision of this Contract, and issued by the City, whether verbally or in writing, then Contractor shall:
1. Within 10 days of the City issuing any written or verbal decision, order, ruling, demand, request, directive, Change Order, or Contract amendment, Contractor shall provide written notice to the Project Manager identifying, with specific detail, each disputed matter. Any Unanticipated Circumstance dispute or matter of any kind or nature whatsoever, which Contractor does not identify in detail shall be waived and the City is released and fully discharged from any claim whatsoever, loss, damage, request for equitable adjustment, or demand arising from any matter not explicitly set forth in the written notice and described in detail;
  2. Contractor shall provide to the City all evidence of any claim of whatsoever kind, loss, damages, delay cost, or other costs, including, but not limited to payroll reports, daily logs, invoices, accounting file, receipts, email, or other relevant record or document. Any item claimed by Contractor shall be supported by verifiable evidence described herein. If Contractor requires additional time to obtain or compile such evidence, then the Contractor shall have an additional 30 days, but must identify the exact document(s) or other evidence needed, where it is maintained, and explain why it is not available. The City shall not be responsible for any delay or other damage arising from Contractor's request for additional time to obtain documents. Any item unsupported by verifiable evidence shall be waived and Contractor agrees to release and fully discharge the City from any claim of whatsoever kind, loss, damage, request for equitable adjustment, or demand related to such unsupported item.
  3. Upon receipt of Contractor's written notice, the Project Manager will investigate the disputed matter(s) and issue a written decision, ruling, order, and/or directive to Contractor. If Contractor does not dispute the Project Manager's decision, ruling, order, or directive, or a compromise has been reached, then Contractor shall sign Form A. If Contractor disputes or disagrees with the Project Manager's Ruling, then within 20 days of receiving the Project Manager's decision, ruling, order, and/or directive, Contractor must file with the City a written request for review to the City Engineer or City's Manager of the Procurement Services Division. The written request for review shall (a) state in detail the exact issue raised to the Project Manager and the issue(s) related to those matters raised to be reviewed by the City Engineer or Procurement Services Manager; (b) provide an analysis, detailing the basis, reason therefor and the how and why Contractor disagrees with the Project Manager's decision, ruling, order, or directive; and (c) attach all evidence supporting Contractor's dispute. If Contractor fails to provide a timely written request for review to the City Engineer or Procurement Services Manager, then Contractor agrees that it waives, releases, and forever discharges the City from any claim of whatsoever kind, loss, damage, request for equitable adjustment, or demand arising from or related to the Project Manager's decision, ruling, order, or directive.
  4. The City Engineer's or Procurement Services Manager's decision shall be final and conclusive for the City of Colorado Springs. If Contractor disputes, disagrees with, or





considers such decision unfair, then Contractor shall be free to pursue any other remedy afforded by the laws of the State of Colorado. If Contractor does not dispute the City Engineer's or Procurement Services Manager's decision, ruling, order, or directive or a compromise is reached, then Contractor shall sign Form A.

5. Contractor shall pay the City reasonable attorney's fees and costs associated with its failure to comply with any part of this alternate dispute process.

K. All Other Claims: If a dispute, disagreement, or controversy of any kind, other than those covered in the Unanticipated Circumstances section of this Contract, arises from or is related to the Contract, shall be resolved under the Disputes section in the Contract.

### **107.29 REMOVAL AND SUSPENSION FOR DEFECTIVE WORK**

All work or material which has been rejected shall be remedied or removed and replaced in an acceptable manner. Additional compensation will not be allowed for such removal and replacement. Any work done beyond the lines and grades shown on the drawings, except as herein provided, will be considered as unauthorized and will not be measured or paid for. Work so done may be ordered removed at the Contractor's expense. Should the Contractor fail to comply promptly with any order of the Project Manager made under the provisions of this paragraph, the Project Manager shall have the authority to cause said work to be removed and to deduct the cost from any money due, or to become due, from the Contractor. At any time during the course of construction of this project if the provisions of the Plans, Specifications, or Contract provisions are being violated by the Contractor or his employees, the Project Manager shall have the right and authority to order all construction to cease or material to be removed, until arrangements satisfactory to the Project Manager are made by the Contractor for resumption of the work in compliance with the provisions of the Contract.

The Contractor shall promptly remove from the premises all materials and work rejected by the Project Manager as failing to meet Contract requirements, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute Contractor's own work in accordance with the Contract and without expense to the City and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

All removal and replacement work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected work and materials within ten (10) days' time thereafter, the City may, upon ten (10) days written notice, sell such materials at auction or at private sale and retain the proceeds without compensation to the Contractor.

### **107.30 CLEANING UP AND FINAL INSPECTION**

The Contractor shall at the completion of the work, remove all rubbish from and about the work and all tools, equipment, scaffolding, and surplus materials and shall leave the work clean and ready for use. If not completed by Contractor, the City may remove the rubbish and surplus materials and charge the cost to the Contractor.

All sewers, conduits, pipes, and appurtenances and all tanks, pump wells, chambers, buildings, and other structures shall be kept clean during construction and as the work or any part thereof approaches completion, the Contractor shall systematically and thoroughly clean and make any



needed repairs to them. Contractor shall furnish at Contractor's own expense, suitable tools and labor for removing all water and cleaning out all dirt, mortar, and foreign substances. Any undue leakage of water into the structures such as to make the work, in the opinion of the Project Manager, fall short of first class work, shall be promptly corrected by the Contractor at Contractor's own expense.

Cleaning and repairs shall be arranged, so far as practicable, to be completed upon finishing the construction work. Notice to begin the final cleaning, and repairing, if such is needed, will be given by the Project Manager, who at the same time will make his final inspection of the work. The Project Manager will not approve the final estimate of any portion of the work until after the final inspection is made and the work is found to be satisfactory.

#### **107.31 CUTTING AND PATCHING**

The Contractor shall do all cutting, fitting, or patching of work that may be required to make its several parts fit together or to receive the work of other contractors shown upon, or reasonably implied by the Plans and Specifications for the completed Project.

Cold or wet weather conditions that do not permit a permanent asphalt pavement replacement will require 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 will be considered to be included in the unit price of the related item of work.

Any cost caused by defective or ill-timed work shall be borne by the Contractor.

The Contractor shall not endanger any work by cutting, digging, or otherwise and shall not cut or alter the work of any other Contractor without the consent of the Project Manager.

#### **107.32 FINAL TESTS**

After completion of the work, the Contractor shall make any and all tests required by the Specifications or by municipal, state, or federal regulations, and where so provided in said regulations shall furnish the City with certificates of inspection by the applicable regulatory bodies. The Contractor shall also make all tests required by the National Board of Fire Underwriters for the purpose of determining insurance rates or other protection of the City or the public.

#### **107.33 CORRECTION OF WORK AFTER FINAL PAYMENT**

Neither the final payment nor any provision in the Contract Documents shall relieve the Contractor of the responsibility for negligence or faulty materials or workmanship within the extent and periods provided by law and by this Contract.

#### **107.34 NO WAIVER OF LEGAL RIGHTS**

Upon written notice that the Contractor considers all work complete, the Project Manager will make a pre-final inspection with the Contractor and will notify the Contractor in writing of incomplete or defective work revealed by the inspection. The Contractor shall promptly remedy such deficiencies.



After the Contractor has remedied all deficiencies to the satisfaction of the Project Manager and delivered all construction records including record drawings, maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection and other documents (all as required by the Contract Documents), the Contractor will be promptly issued a Certificate of Completion by the Project Manager stating that the work is acceptable.

Upon completion of the Contract, the City will make final inspection and notify the Contractor of acceptance. Final acceptance shall not preclude the City from correcting any measurement, estimate, or certificate made before or after completion of the Contract, nor from recovering from the Contractor or Surety, or both, overpayments sustained because the Contractor failed to fulfill the obligations under the Contract.

The Contractor shall be liable to the City for latent defects, fraud, or such mistakes as may amount to fraud, or as regards the City's rights under any warranty or guarantee.

For all non-federally funded projects, the following additional requirements shall apply:

- (a) All work shall be constructed in compliance with standard construction codes, and all materials and workmanship must be guaranteed for a period of two years from the date of final acceptance. If any defect in the work in violation of the foregoing warranty arises, Contractor shall, upon receipt of written notice of such defect, promptly furnish, at no cost to the City, design and engineering, labor, equipment, and materials necessary to correct such defect and cause the Work to comply fully with the foregoing warranty and Contract Documents. This obligation shall survive both final completion of and final payment for the Work. The City shall not be invoiced for any of costs of warranty work, and Contractor shall not be entitled to submit any claim for an increased fee arising therefrom. The Contractor guarantee period (two-year warranty period) will not begin until the Contract is 100 percent complete, as determined by the Project Manager. Acceptance of the 100 percent complete work shall be requested in writing by the Contractor. Any item requiring repair and/or replacement prior to expiration of the two-year warranty period shall be guaranteed for a period of one-year after the date of said correction or repair or for the remainder of the two-year warranty period, whichever is longer.
- (b) In placing orders for equipment, the Contractor shall purchase such equipment only under a written guarantee from the respective manufacturers that the equipment supplied will function satisfactorily as an integral part of the completed Project in accordance with the Plans and Specifications. Furthermore, the Contractor shall require that the manufacturer agree in writing at the time an order of equipment is placed that manufacturer will be responsible for the proper functioning of the equipment in cooperation with the Contractor, and that whenever necessary during the installation period or tuning up period following construction period, the manufacturer will supply without additional cost to the City, such superintendence and mechanical labor and any adjustments and additional parts and labor needed to make the equipment function satisfactorily, even if the same was not shown on approved shop drawings.

### **107.35 ACCEPTANCE**

- (a) *Partial Acceptance.* If, during the performance of the project, the Contractor satisfactorily completes a unit or portion of the Project, such as a structure, an interchange, or a section of





road or pavement that can be used advantageously for traffic, the Project Manager may make final inspection of that unit. If the Project Manager finds that the unit has been satisfactorily completed in compliance with the Contract, the Contractor may be relieved of further responsibility for that unit except as otherwise provided in these general provisions. Partial acceptance shall not void or alter any of the terms of the Contract.

- (b) *Final Acceptance*. Upon notice from the Contractor of presumptive completion of the entire Project, the Project Manager will make an inspection. If the work provided for by the Contract has been satisfactorily completed, that inspection shall constitute the final inspection and the Project Manager will notify the Contractor in writing of final acceptance indicating the date on which the Project was inspected and accepted.

If the inspection discloses any unsatisfactory work, the Project Manager will give the Contractor a written list of the work needing correction. Upon correction of the work, another inspection will be made. If the work has been satisfactorily completed, the Project Manager will notify the Contractor in writing of the date of final inspection and acceptance. Final acceptance under this subsection does not waive any legal rights contained in the No Waiver of Legal Rights section of this Contract.

## **SECTION 108 PAYMENTS AND ACCEPTANCE OF WORK**

### **108.00 PAYMENTS AND RETAINAGE**

Payments will be made, and required retainage withheld if applicable, in accordance with this section as the work progresses at the end of each month or as soon thereafter as practicable in compliance with C.R.S. Title 24, Article 91, on statements made and approved by the Project Manager. In preparing statements, only completed work will be taken into consideration. No payment will be made for materials in storage and/or delivered to the site, unless otherwise approved by the City.

Payment for work performed by the Contractor under the Contract Documents will be made at the approved unit price or lump sum price for each of the several items as listed in the proposal and measured as hereinafter specified. Such payment shall compensate the Contractor for all costs in connection with furnishing all labor, equipment and material required and performing the operations necessary to complete the item in accordance with the Contract Documents. All incidental work essential to the completion of the Project in a workmanlike manner, and including cleanup and disposal of waste or surplus material, shall be accomplished by the Contractor without additional cost to the City. The cleanup and disposal of waste or surplus material shall be performed during construction or as soon after as is reasonably possible in order to better maintain the aesthetics and safety of the construction area. Payment will be made for the actual quantities constructed or installed, unless otherwise noted in these Contract Documents. However, any changes to plan quantity must be approved through proper Change Order procedures, said quantities being measured as specified in the Contract Documents.

- (1) If the Contract exceeds one hundred fifty thousand dollars (\$150,000.00), and is for the construction, alteration, or repair of any highway, public work, or public improvement, structure, and the Contractor has provided Performance and Payment Bonds: the City shall authorize partial progress payments of the amount due under this Contract monthly, or as soon thereafter as practicable, to the Contractor, if the Contractor is satisfactorily performing



the Contract. If the City finds that satisfactory progress is being achieved during any period for which progress is to be made, the City may authorize payment to be made in full without withholding retainage. However, if satisfactory progress has not been made, the City may retain a maximum of ten percent (10%) of the amount of the requested payment until satisfactory progress is achieved. When the work is substantially complete, the City may retain from the remaining unpaid balance that amount the City Procurement Services Manager, at the advice of the Project Manager, considers adequate for protection of the City, suppliers, subcontractors, laborers, vendors, etc., provided that such retainage shall not exceed five percent (5%) of the amount due, and shall release to the Contractor all the remaining funds associated with completed and acceptable work.

If satisfactory progress has not been made the withheld percentage of the Contract price of any such work, improvement, or construction shall be retained on an invoice-to-invoice basis and shall not be cumulative. In other words, if the Contractor is not performing satisfactorily the City will hold ten percent (10%) of what is actually due to the Contractor. For example, if the Contractor is behind schedule and has successfully completed fifty percent (50%) of the work, the City will only pay forty percent (40%) of the invoice, withholding ten percent (10%) of what is due until the Contractor gets back on schedule.

- (2) Whenever a Contractor receives payment pursuant to this section, the Contractor shall make payments to each of the subcontractors of any amount actually received which were included in the Contractor's request for payment to the City for such subcontracts. The Contractor shall make such payments within seven (7) Calendar Days of receipt of payments from the City in the same manner as the City is required to pay the Contractor under this section if the subcontractor is satisfactorily performing under the Contract with the Contractor. The subcontractor shall pay all suppliers, sub-subcontractors, laborers, and any other persons who provide goods, materials, labor, or equipment to the subcontractor any amounts actually received which were included in the subcontractor's request for payment to the Contractor for such persons, in the same manner set forth in this subsection (2) regarding payments by the Contractor to the subcontractor. If the subcontractor fails to make such payments in the required manner, the subcontractor shall pay those suppliers, sub-subcontractors, and laborers interest in the same manner set forth in this subsection (2) regarding payments by the Contractor to the subcontractor.

At the time a subcontractor submits a request for payment to the Contractor, the subcontractor shall also submit to the Contractor a list of the subcontractor's suppliers, sub-subcontractors and laborers. The Contractor shall be relieved of the requirements of this subsection (2) regarding payment in seven (7) days and interest payment until the subcontractor submits such list. If the Contractor fails to make timely payments to the subcontractor as required by this section, the Contractor shall pay the subcontractor interest as specified by Contract or at the rate of fifteen percent (15%) per annum, whichever is higher, on the amount of the payment which was not made in a timely manner. The interest shall accrue for the period from the required payment date to the date on which payment is made. Nothing in this subsection (2) shall be construed to affect the retention provisions of any Contract.

- (3) If the Contractor is not progressing in accordance with the Project Schedule or not performing quality work in accordance with the specifications, the City Procurement Services Manager, at the advice of the Project Manager may withholding retainage up to and including ten percent (10%) of the total contract amount.



### **108.01 PAYMENTS WITHHELD PRIOR TO FINAL ACCEPTANCE OF WORK**

The City may withhold or nullify the whole or part of any certificate of payment to such extent as may be necessary to protect it from loss caused by:

- (a) Defective work not remedied.
- (b) Claims filed or reasonable evidence indicating probable filing of claims by other parties against the Contractor.
- (c) Failure of the Contractor to make payments properly to subcontractors or for material or labor.
- (d) Damage to another contractor.

When the above grounds are removed, payment will be made for amounts withheld because of them.

### **108.02 ACCEPTANCE OF FINAL PAYMENT**

If the work is finally accepted by Project Manager under the terms and conditions of the Contract the entire balance found by the Project Manager to be due the Contractor, including the retained percentage, less any retention based on; (1) the Project Manager's estimate of the fair value of the claims against the Contractor; and (2) the cost of completing the incomplete or unsatisfactory items of work with specified amounts for each incomplete or defective item of work; and (3) retentions required by law, shall be due and payable to the Contractor. The date of completion is the date as specified in the Certificate of Completion issued by the Project Manager.

Upon completion of the work under the Contract and before the Contractor will receive or be paid for the Project Manager's final statement, the City Procurement Services Division shall post a notice in the Colorado Springs Gazette that the City has accepted such work as completed according to the Plans and Specifications and rules set forth in the Contract; that the Contractor is entitled to final settlement; that after the date specified in the Notice, the City will pay the full balance due under the Contract; and that persons having claims for labor or material furnished the Contractor must present their claim to the City Procurement Services Division prior to the date specified for such payment. Nothing herein shall be construed as relieving the Contractor and the Sureties on the Contractor's bonds from any claim or claims for work or labor done or materials or supplies furnished in the execution of the Contract.

The making and acceptance of the final payment shall constitute a waiver of all claims by the Contractor against the City.

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and the Project Manager so certifies, the City may, upon Certificate of Completion by the Project Manager, and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, and acceptance of the payment shall constitute a waiver of all claims by the Contractor but acceptance of the work shall not constitute a waiver of City claims against the Contractor.



Advertising for Final Payment and processing of the Final Pay Request shall not take place until after the Contractor has submitted Sales and Use Tax Forms to the City and said forms have been reviewed and approved by the City Sales Tax Office.



## **SCHEDULE C – SCOPE OF WORK**

### **C.1 BACKGROUND**

The City of Colorado Springs is soliciting Construction Services for the design review and construction of the North Gate Blvd at Struthers Road Intersection Improvements (Project).

The North Gate improvements are based on preliminary plans that are available in Schedule F. The plans are approximately 60% design plans for the improvements in the project area.

The intersection of North Gate Blvd and Struthers Road experiences heavy congestion and high levels of weaving to turn onto northbound Struthers Road as a result of vehicles exiting I-25 or the U.S. Air Force Academy (USAFA) via North Gate Blvd. There is an existing driveway access to the Western Museum of Mining and Industry (WMMI) which allows left-turns into and out of the property. This project aims to improve intersection efficiency and safety along North Gate Blvd at Struthers Road based on today's conditions as well as anticipated future traffic conditions.

The primary priority of the Project is to improve efficiency of the signalized intersection and to consider current traffic patterns and turning movement counts. A secondary priority of the Project is to move the access to the WMMI into the signalized intersection to improve efficiency during special events. There are several other complementary priorities the city would like to address with this effort.

The following project improvements will be constructed as part of this project. The full construction budget for this project is \$1,950,000.00 The goal for this project is to complete the project elements within the construction budget.

C.1.1 Project elements are listed below:

A. Intersection improvements and approach lane configuration. Install NB approach to the North Gate and Struthers intersection. This approach will be a U-shaped roundabout and have a connection to the new WMMI Private Drive. Associated with this are pedestrian and bicycle facility improvements, curb ramp relocations with pedestrian signal improvements, traffic signal pole and mast arm installation, water quality and storm sewer improvements, utility adjustments, asphalt patching and paving, and striping and signage.

B. North Gate Blvd lane configuration and auxiliary lane addition. Construct new EB North Gate Blvd auxiliary lane to receive NB I-25 exit ramp traffic. This auxiliary lane will drop into a right turn lane into the new WMMI entrance. Associated with this are adjusted the existing WMMI driveway apron, storm sewer, curb and gutter, utility adjustments, asphalt patching and paving, and striping and signage.



C. Private Drive construction. Construct new private drive and for WMMI access and gate the existing driveway.

The City is open to exploring construction alternatives and means and methods of construction to minimize construction costs and schedule impacts to maximize the improvements with available funds.

The contractor is encouraged to discuss innovative approaches to constructing these priorities to meet schedule constraints, including but not limited to early procurement of long lead items, innovative phasing options, method of handling traffic, construction materials, or other ideas that will meet the intent of the project and provide an equal or better value to the City.

Any cost savings or efficiencies gained with phasing or construction techniques should be addressed.

Local funds will be used for the design, right-of-way acquisition and construction of the improvements. No federal funds are being used for this project.

C.1.2 The prioritized Project Goals for the project have been determined to be:

A. Improve efficiency of the signalized intersection

B. Move the access to the WMMI into the signalized intersection to improve safety.

C. Construct the project improvements within the construction budget of \$1,950,000.00.

D. Optimize the project construction schedule to minimize traffic and budget impacts and complete the project improvements by April 30, 2025.

E. Minimize inconvenience to the traveling public and businesses during construction including the published event schedules for USAFA Falcon Stadium and Sunset Amphitheater.

F. Coordinate with concurrent projects in the vicinity including but not limited to the El Paso County stormwater project along Struthers Road and North Gate Blvd; and the City of Colorado Springs Powers Blvd Extension project. This coordination should minimize inconvenience to the traveling public.

G. Provide a high quality, final product.

The Contractor should address their ideas and construction approach to accomplish these goals.



## **C.2 CONSTRUCTION MANAGEMENT AND GENERAL CONSTRUCTION SERVICES**

**This RFP shall cover construction management and general contractor services for all of the work identified above and in all attachments.**

El Paso County will be completing a stormwater project along Struthers Road and North Gate Blvd. The county project will install underground storm sewer pipe flowing through the Project area and to the west towards a proposed water quality pond between the directions of I-25 within CDOT ROW. The Contractor will be required to coordinate final limits and activities with El Paso County and their Contractor. The Contractor will also be required to coordinate construction activities with other projects including CSU electric relocations, telecom relocations, and 2C paving operations.

## **C.3 PROJECT STATUS**

The City is in final design with in-house design and drainage design contracted with Basis Partners. The estimated timeline for project milestones is as follows:

30% Design Submittal	October 2023
60% Design Submittal	April 2024
90% Design Submittal	August 2024
100% Design Submittal	September 2024
Construction Phase Notice to Proceed (NTP)	Fall 2024

The City intends to acquire the anticipated Permanent Right of Way (ROW) and Temporary Construction Easements (TCE). It is anticipated that the City will have ROW and TCEs possession in Fall 2024. CDOT clearances and USAFA Work Requests are anticipated to be approved in Fall 2024. Construction Phase will not begin until all agreements are in place.

## **C.4 SCOPE OF WORK**

The City is pursuing a contracting method that involves the contractor in the design process. The selected General Contractor (GC) will be issued a task order for Phase 1: Preconstruction Support Services. During this phase, the contractor will be required to perform final constructability reviews of the design, secure agreements and subcontracts, coordinate with utilities, and secure construction clearances. When all designs are final and all permits and clearances are secured, a separate task order will be issued to begin Phase 2: Construction. During this phase the contractor will be responsible for all tasks to construct and finish the project. The intent is to form a partnership with the City of Colorado Springs (the owner), the City's in-house design team, the designer working for the City of Colorado Springs (Basis Partners), and the Contractor. The focus is on a partnership and a collaborative design development to minimize risk, improve the construction schedule, promote innovation, and provide cost efficient construction.





C.4.1 Preconstruction Support Services. The contractor is required to provide the following expertise during the Preconstruction Support Services Phase of the project:

A. The skills and knowledge to estimate the quantities of materials, labor, and equipment needed to construct the project.

B. The skills and knowledge to determine the tasks (work breakdown structure) needed to complete the project and estimate the costs, duration, and sequence of these tasks.

C. An understanding of the availability, cost, and capacities of materials, labor, and equipment.

D. The skills and knowledge to identify potential risks (including cost and schedule risks) and methods to mitigate them during the design process.

E. The skills and knowledge to determine constructability of various designs and to develop construction phasing and maintenance of traffic schemes for various designs and construction approaches.

F. The skills, knowledge, and experience to address traffic signal installation and programming.

G. The skills and knowledge to coordinate and manage utility relocations for the project.

H. The skills, knowledge, and experience necessary to coordinate the project work with anticipated utilities conflicts and relocations.

I. It is expected that the Contractor involve the City in the subcontractor procurement process and work together with the City to procure acceptable contractors in terms of scope, schedule, budget and quality. Examples of subcontracted work the City would consider to be significant and critical may be:

1. Asphalt paving
2. Storm drainage and permanent water quality structures
3. Traffic Signal Installation
4. Traffic control

Payment for this period will be under the Force Account pay item as shown in Schedule A. The Preconstruction Services phase may include any or all the following activities:

J. Partnering: The City expects a strong partnering relationship with the selected contractor. A formal Partnering Session will be held with the selected contractor, City of Colorado Springs team members and contract Engineers (Basis Partners design team) soon after the selection process is completed. Successful CM/GC project delivery





requires an environment where trust and teamwork prevent disputes, fosters a cooperative bond to everyone's benefit, and facilitates the completion of a successful project. Adversarial relationships between the contractor and owner will not be acceptable on the project and could lead to the termination of the contract.

K. Constructability Review: Participate in one formal design review. The contractor may be asked to perform any or all of the following tasks:

1. Provide constructability review
2. Work with The City to prepare draft construction phasing and maintenance of traffic plans
3. Develop construction schedules
4. Provide construction cost estimates
5. Perform a risk assessment in terms of cost, quality and schedule
6. Provide value engineering to reduce risk, cost and schedule
7. Engage and coordinate with stakeholders and property owners

L. The Contractor may be asked to perform any of the above tasks throughout the preconstruction services phase, and not necessarily during formal design reviews. It is anticipated the Contractor will be fully engaged throughout the design process and be willing to provide input when requested. The Contractor shall be compensated for all their time spent providing design assistance as identified above, in accordance with the Preconstruction Services pay item. It is likely that the Contractor will be required to attend bi-weekly or monthly coordination meetings as identified by the City. The Contractor may be required to engage and coordinate with stakeholders and property owners prior to construction.

#### C.4.2 Unit Contract Price Negotiations

When the City and the Contractor agree that the project has been designed to a sufficient level of detail to allow the Contractor to accurately price construction elements of the project, Construction Contract Price Negotiations will commence. In order to expedite the project, Construction Contract Price Negotiation may start before the completion of the Preconstruction Services phase. The Contractor's work effort for Construction Contract Price Negotiations will be separate from its Preconstruction Services and will not be compensated for by the City. The contractor will be compensated for construction cost estimates prepared during the design process prior to Construction Contract Price Negotiations. The City will determine when Construction Contract Price Negotiations have begun.

A. Price Negotiation Process: The following procedures will be used for Construction Contract Price Negotiations.

1. The City will produce a set of the relevant plans and specifications showing the work to be accomplished.



2. The contractor will prepare a “bid” to perform the work shown. The contractor will use the unit prices submitted as part of the Proposal unless a new unit price is justified based off factors discussed with the City throughout the design process and identified in the original project proposal.
3. The City will produce an independent construction cost estimate for the work.
4. Upon opening the contractor’s “bid” the City will determine the acceptability of the “bid” by comparing it to its independent construction cost estimate.
5. If the prices are acceptable, the City will prepare a Change Order.
6. If the prices are not acceptable the City and the contractor will conduct a price negotiation meeting to discuss the variances between the “bid” and independent construction cost estimates.
7. Following the price negotiation meeting the Construction Contract Negotiations will enter into subsequent iteration of the above noted process.
8. The City reserves the right to require the Contractor to enter into “open book” cost model price negotiations at any time through this process, where the contractor will be required to reveal and defend its detailed pricing breakdowns including labor, materials, equipment, subcontractor and supplier quotes, mobilization, overhead, mark-up, and profit. See below for the City’s “open book” negotiation requirements.
9. At any time, if the City determines that an agreement cannot be successfully negotiated, the City reserves the right to terminate construction contract negotiations and the contract and procure the construction of the project by other means. If the City then offers the project up for public bids the contractor will not be eligible to bid on the project.

B. “Open Book” Negotiations Process: Negotiations may require any or all of the following information.

The contractor shall submit information as requested by the City to the extent necessary to permit the City to determine the reasonableness of the “bid” price. The contractor shall provide cost or pricing data, broken down by individual work item, for the contractor and each major subcontractor. The contractor shall submit material and subcontractor quotes, anticipated labor and equipment usage, and anticipated production rates.

If requested, submit a written proposal for the work identifying the major elements of the work, the quantity of the element, and its contribution to the proposed price. Provide further breakdowns if requested by the City.

**Material:** Furnish quotes and/or material invoices showing the cost of material to be incorporated in the work.

**Labor:** Show basic hourly rates, fringe benefits, applicable payroll costs (workers compensation, insurance, etc.) paid subsistence, and travel costs for each labor classification and foreman employed in the work.



**Equipment:** Provide a complete descriptive listing of equipment to be used in the work including make, model and year of manufacture. Support rented or leased equipment costs with invoices.

**Other direct costs:** Furnish documentation of invoices to support any other direct costs to be incurred that are not included above (e.g., bonds, mobilization, permits, etc.).

**Production Rates:** Provide actual hours of performance, on a daily basis, for each labor classification and for each piece of equipment.

**Subcontract Costs:** Provide supporting data as required above.

**Overhead:** Identify overhead rates and list the types of costs that are included in overhead.

**Profit:** Include a reasonable profit reflecting the efficiency and economy of the contractor and subcontractors in performing the work, the contract risk type, the work difficulty, and management effectiveness.

**Markup:** List any markup cost for subcontractors or other items. Provide backup information as requested for a breakdown and justification of markup expenses.

C. In the event that the City and Contractor are unable to come to an agreement on price. The City reserves the right to formally solicit the construction package. The Contractor would then be excluded from the bidding process. The Contractor shall still be obligated to continue preconstruction support as contracted.

#### C.4.3 Construction Requirements

The City expects the Contractor to provide full construction services related to the completion of the Project. A full NTP will be issued authorizing the contractor to mobilize and begin work. The construction phase will include, but not be limited to, the following:

A. Provide construction services according to the Agreement and contract documents including self-performance with a goal of at least 20% of the physical work (including overhead, profit and materials).

B. Provide qualified full time site supervision and management of trade subcontractors to meet or exceed the defined project schedule.

C. Provide open procurement of subcontractors and suppliers that are not assigned by the City. Include the City in the procurement process. A minimum of 3 quotes may be required for the subcontractor procurement process. If less than 3 subcontractor quotes are obtained for a given item of work, justification must be provided to, and agreed upon



by, the City. The City may choose to limit the amount of subcontractor quotes at their discretion.

D. Provide storm water management and BMP maintenance for the site complying with State and City regulations.

E. Provide construction delivery scheduling, meeting attendance and reporting according to contract document and federal or state requirements. This includes progress reporting and subcontractor work participation.

F. Provide site security and protection during construction. Provide all site safety management and compliance with OSHA standards and criteria. Implement a site safety program that is reported on regularly.

G. Provide for quality control program that meets or exceeds minimum job/contract document and industry standards. Coordinate all quality control testing and inspections through the City.

H. Meet all licensing and permitting requirements as set forth by the City of Colorado Springs and the State of Colorado for both GC and subcontracted work.

I. Provide work that complies with the Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, City of Colorado Springs Engineering Criteria Manual Colorado Springs Drainage Criteria Manual revised January 2021, project construction contract and general and special provisions as amended by the contract. See Schedule D – General Specifications for the current set of Contract Provisions. This is not an exhaustive list, and more project provisions may be included as design progresses.

J. Provide services to manage participation in project close out process and needs during the project warranty period.

K. Provide State and City required documentation prior to and during construction, including but not limited to: payrolls for contractor and subcontractors, schedule updates, etc. and other documentation as required in the final contract documents.

L. Early Procurement of Long Time Materials and Other Services: The contractor may be asked to procure long lead materials that may be in short supply or require longer than desired lead times from purchase to delivery. The City may also procure through the contractor such services as pavement cores, pipe videos, potholes, or other investigations to facilitate the design. The City may choose to exercise this option if the early procurement saves significant construction time, money, or avoids potential delays once the project begins, etc. The procedures as previously described will be used to negotiate early materials procurements. The City may ask to procure these items at any reasonable time throughout the design and construction phase of the project.



#### C.4.4 Contracting Process and Fees

The City intends to negotiate a unit price contract that shall cover the entire scope of construction services with the selected contractor and may require the City's "Open Book Negotiation Process" as detailed above. The contractor will also be required to provide input on estimated quantities for each Major Line Item, and the City and Contractor will come to a final agreed upon quantity. The Major Line Items will be determined by the City with input from the contractor.

Once the final quantities are agreed to, a quantity allowance for each item will be negotiated (typically less than five percent). The final quantities plus allowance for each item will encompass the total contract amount for each item. This will be the Guaranteed Maximum Quantity for each item, similar to a Guaranteed Maximum Price. The contractor shall be fully responsible for any costs associated to complete the work above the negotiated Maximum Quantity, unless there is an agreed upon change in scope for any item that overruns the Maximum Quantity.

The contractor shall include industry standard overhead, profit and markup rates as applicable to each task and item. Maximum overhead, profit and markup rates for any line item shall be set with the contract in accordance with the contractor's Proposal (see Schedule A Cost Proposal and Approach to Unit Prices). The contractor shall utilize the unit pricing, overhead, profit and markup rates stated in schedule A, unless other rates are negotiated. Individual line items may have different overhead, profit or markup rates appropriate for the given risk and difficulty of the work, provided they are less than the maximum amount set in the Contract.

#### **C.5 TRAVEL AND EXPENSES**

Subject to the terms of the applicable Work Order, reasonable expenses will be reimbursable per the current rates found at [www.qsa.gov](http://www.qsa.gov).

#### **C.6 SUBCONTRACTORS/SUBCONSULTANTS**

Service Provider/Professional will be responsible for identifying any subcontractors and/or subconsultants in their proposal. Please note that the City will contract solely with the awarded Service Provider/Professional; therefore, subcontractors and/or subconsultants will be the responsibility of the Service Provider/Professional.

#### **C.7 FINANCIAL QUALIFICATIONS (CONFIDENTIAL)**

Service Providers/Professionals selected as finalists may be required to submit a banking reference and the most recent financial statement (audited preferred) including balance sheet and income statement, as well as a statement of cash flows (the "Financial Information").



## **C.8 CURRENT STANDINGS**

All work and/or materials must meet current standards in force by recognized technical and professional societies, trade and materials supply associations, institutes and organizations, bureaus and testing laboratories, and national, federal, state, county, and local laws, codes and ordinances.

## **C.9 FEES, LICENSES AND PERMITS**

The successful Service Provider/Professional shall be responsible for obtaining any necessary licenses, fees or permits without additional expense to the City. All vehicles and equipment shall be properly licensed and insured, carry the appropriate permits and be placarded as required by law.

## **C.10 LAWS AND REGULATIONS**

The Service Provider/Professional agrees to comply fully with all applicable local, State of Colorado and Federal laws and regulations and municipal ordinances to include American Disabilities Act (ADA).

## **C.11 INVOICING AND PAYMENT**

Invoices should be emailed monthly to [accountspayable@coloradosprings.gov](mailto:accountspayable@coloradosprings.gov) with a copy to the Project Manager. The cost of the work completed shall be paid to the Service Provider/Professional each month following the submittal of a correct invoice by the Service Provider/Professional indicating the project name, Purchase Order number, task description, hours worked, personnel/work type category, hourly rate for each employee/work type category, date of the work performed specific to the task, percentage of that work that has been completed by task, 3rd party supporting documentation with the same detail and a brief progress report.

Payments will be made using the prices stated in the Task Order and Agreement. In the event a service is requested which is not stated in the Task Order and/or Agreement, the Service Provider/Professional and the City will negotiate an appropriate unit price for the service prior to the Service Provider/Professional initiating such work.

The City pays invoices on Net 45 terms.



## **SCHEDULE D – GENERAL SPECIFICATIONS**

The following specifications will be used for this project and are included in the contract by reference:

A. Drainage Criteria Manual (DCM)

B. Stormwater Construction Manual (SCM)

C. City of Colorado Springs Standard Specifications Manual. Available at <https://coloradosprings.gov/public-works/page/standard-specifications-manual>

D. City Engineering and SWENT Grading and Erosion Control Standard Details. Available at <https://coloradosprings.gov/public-works/page/standard-details>

E. Pikes Peak Region Asphalt Paving Specifications (Version 6, March 28, 2022). Available at <https://coloradosprings.gov/document/pikespeakregionasphaltpavingspecs-version6.pdf>

F. City Traffic Control Manual. Available at [https://coloradosprings.gov/system/files/2023-03/trafficmanual2023UPDATED\\_0.pdf](https://coloradosprings.gov/system/files/2023-03/trafficmanual2023UPDATED_0.pdf)

G. City Signage and Pavement markings guidelines. Available at <https://coloradosprings.gov/document/signsandmarkingsmanualdrawingsupdated.pdf>

H. Traffic Signal Specifications. Available at <https://coloradosprings.gov/document/cospqsignalspecifications8-10-22.pdf>





## **SCHEDULE E – PPRTA SPECIAL PROVISIONS**

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 “Contractor”), the City, and the PPRTA. The parties therefore agree to the following:

A. Conflicts: This PPRTA Special Provision shall supersede any contrary provision of this Contract.

B. 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.

C. 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.

D. Bonds: All bonds under this Contract shall include the City and the PPRTA as Obligees.

E. 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 accordance with the terms of this Contract, against both the City and the PPRTA.

F. 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.

G. Appropriation and Availability of Funds: In accordance 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.

H. 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.

I. 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.

J. Warranties: All warranties provided by the Contractor under or pursuant to this Contract to the City shall also apply to the PPRTA.

K. 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.

L. 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.



M. 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 F – 60% CONSTRUCTION PLAN SET**

**FOLLOWS THIS PAGE**



**CITY OF COLORADO SPRINGS  
PUBLIC WORKS / CITY ENGINEERING  
CAPITAL IMPROVEMENT GROUP  
30 S. NEVADA AVENUE, SUITE 401  
COLORADO SPRINGS, CO 80903**

**PRELIMINARY (60%) PLANS FOR PROPOSED  
INTERSECTION IMPROVEMENTS  
NORTH GATE & STRUTHERS  
PROJECT NO: 2023-410**

**REVIEWED BY:**

CITY ENGINEERING

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

CITY TRAFFIC ENGINEERING

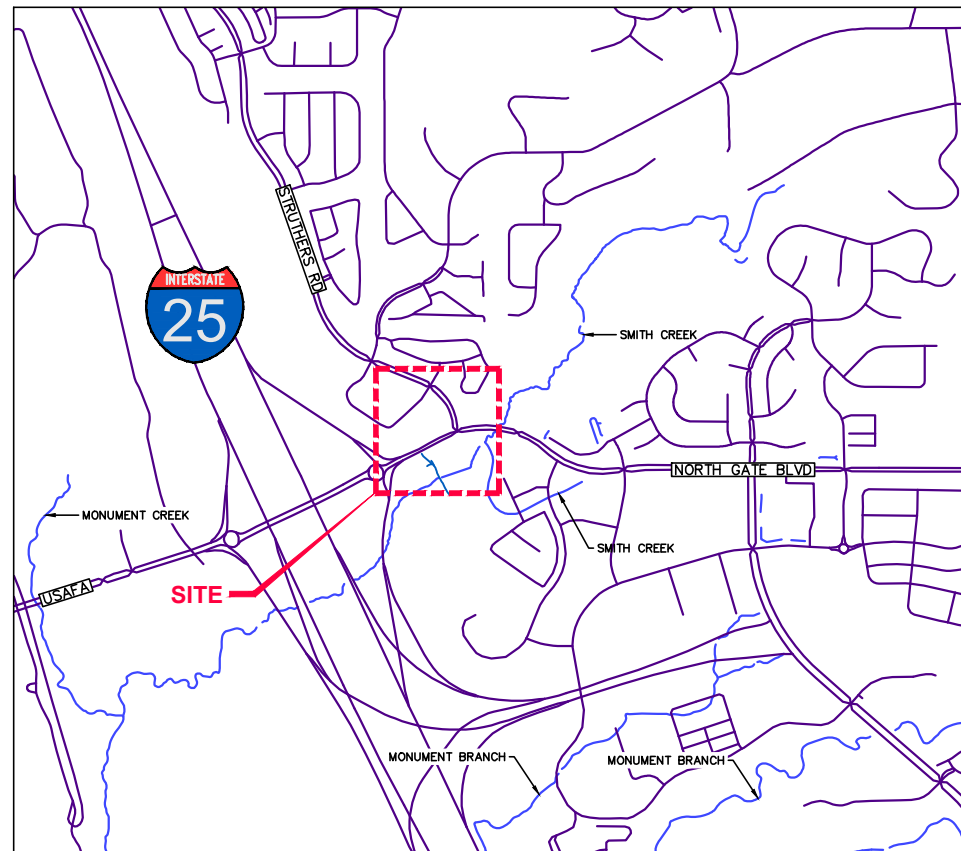
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STORMWATER ENTERPRISE

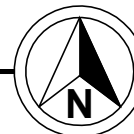
BY: \_\_\_\_\_ DATE: \_\_\_\_\_

CITY PROJECT MANAGER

BY: \_\_\_\_\_ DATE: \_\_\_\_\_



**VICINITY MAP**  
SCALE: NTS



**SHEET LIST TABLE**

SHEET No.	SHEET NAME
1	TITLE SHEET
2	LEGEND
3-4	TYPICAL SECTIONS
5	GENERAL NOTES
6	SUMMARY OF APPROXIMATE QUANTITIES
7	HORIZONTAL CONTROL PLAN
8	UTILITY PLAN
9	DEMOLITION PLAN
10-12	NORTH GATE PLAN & PROFILE
13	STRUTHERS PLAN & PROFILE
14	PRIVATE DRIVE PLAN & PROFILE
15	MUSEUM ACCESS PLAN & PROFILE
16	N/A
17	N/A
18-19	SIGNING & STRIPING PLANS

User: KJITMAN Mar 26, 2024 - 1:40pm  
Drawing: E:\PROJECTS\2023\PROJECTS\2023-410 NORTHGATE\07 CADD\NORTHGATE.DWG - Layout: COVER

### ABBREVIATIONS

ABC	AGGREGATE BASE COURSE
AC	ACRE
BLVD	BOULEVARD
BNDRY	BOUNDARY
BP	BEGINNING POINT
C & G	CURB AND GUTTER
CBC	CONCRETE BOX CULVERT
CEN	CENTER
CF	CONSTRUCTION FENCE
CL	CENTERLINE
CMP	CORRUGATED METAL PIPE
CONC	CONCRETE
CONST	CONSTRUCTION
CP	CONTROL POINT
CSP	CORRUGATED STEEL PIPE
CY	CUBIC YARD
DW	DRIVEWAY
EA	EACH
EB	EASTBOUND
ELEC	ELECTRIC
EOP	EDGE OF PAVEMENT
EP	ENDING POINT
EXTG	EXISTING
FES	FLARED END SECTION
FL	FLOW LINE
GIS	GEOGRAPHIC INFORMATION SYSTEM
HCL	HORIZONTAL CONTROL LINE
HMA	HOT MIX ASPHALT
HR	HOUR
IP	IRON PIPE
LS	LUMP SUM
LT	LEFT
MAX	MAXIMUM
MB	MAILBOX
MON	MONITOR
MIN	MINIMUM
OHE	OVERHEAD ELECTRIC
PB	NEWSPAPER BOX
PC	POINT OF CURVATURE
PI	POINT OF INTERSECTION
PR	PROPOSED
PRC	POINT OF REVERSE CURVATURE
PREA	PROPOSED EDGE OF ASPHALT
PT	POINT OF TANGENCY
QTY	QUANTITY
R	RADIUS
RAB	ROUNDABOUT
RCP	REINFORCED CONCRETE PIPE
RD	ROAD
ROW	RIGHT-OF-WAY
RT	RIGHT
SHLDR	SHOULDER
SS	SANITARY SEWER
STA	STATION
STR	STRUCTURE
SF	SQUARE FEET/FOOT
SY	SQUARE YARD
T TELE	TELEPHONE
UFO	UNDERGROUND FIBER OPTIC
UGE	UNDERGROUND ELECTRIC
UGT	UNDERGROUND TELEPHONE
W	WATER
WR	WFOSTROUND

### LINE LEGEND

	BASIS OF BEARING
	EXISTING RIGHT-OF-WAY
	PROPERTY LINE
	PROPOSED PERMANENT EASEMENT
	PROPOSED TEMPORARY CONSTRUCTION EASEMENT
	EXISTING EDGE OF ASPHALT
	PROPOSED EDGE OF ASPHALT
	EXISTING FLOWLINE
	PROPOSED FLOWLINE
	EXISTING TOP BACK OF CURB
	PROPOSED TOP BACK OF CURB
	PROPOSED EDGE OF SHOULDER/HINGE
	EXISTING EDGE OF GRAVEL ROAD
	LIMITS OF CONSTRUCTION (TOP OF CUT)
	LIMITS OF CONSTRUCTION (TOE OF FILL)
	LIMITS OF CONSTRUCTION (DAYLIGHT)
	EXISTING GUARDRAIL
	EXISTING WIRE FENCE (BARBED/SMOOTH/CHAIN LINK)
	EXISTING FENCE (WOOD)
	PROPOSED FENCE
	EXISTING CABLE TELEVISION LINE
	EXISTING GAS LINE
	EXISTING SANITARY SEWER
	EXISTING STORM LINE
	PROPOSED STORM DRAIN (BY OTHERS)
	EXISTING UNDERGROUND ELECTRIC LINE
	EXISTING UNDERGROUND FIBER OPTIC LINE
	EXISTING UNDERGROUND TELEPHONE LINE
	EXISTING WATER LINE
	EXISTING CONTOURS
	PROPOSED CONTOURS
	CONSTRUCTION FENCE
	PLAN SHEET BOUNDARY

### SYMBOL LEGEND

	IRON PIPE/REBAR
	CABLE TELEVISION RISER
	CHAIN-LINK GATE/BOLLARD
	ELECTRIC MANHOLE
	ELECTRIC METER
	ELECTRIC PEDESTAL
	ELECTRIC TRANSFORMER
	EROSION CONTROL LOG
	FIBER OPTIC MANHOLE
	FLAGPOLE
	FLARED END SECTION
	GAS VALVE
	GROUND SIGN (EXISTING/REMOVE/RESET/PROPOSED)
	HYDRANT
	LIGHT POLE
	PEDESTRIAN BUTTON
	SEWER MANHOLE
	SEWER VALVE BOX
	STATUE
	STORM DRAIN MANHOLE (EXISTING)
	STORM DRAIN MANHOLE (PROPOSED)
	STORM INLET GRATE
	TELEPHONE MANHOLE
	TELEPHONE RISER
	TRAFFIC SIGNAL HEAD
	TRAFFIC SIGNAL MAST ARM
	TRUNCATED DOMES
	UNDERGROUND ELECTRIC VAULT
	UNDERGROUND FIBER OPTIC RISER
	UNDERGROUND FIBER OPTIC VAULT
	UTILITY POLE
	VAULT (UNKNOWN)
	WATER MANHOLE
	WATER VALVE
	WELL

### SYMBOL LEGEND

	ASPHALT OVERLAY
	PROPOSED FULL DEPTH ASPHALT
	PROPOSED FULL DEPTH ASPHALT PATCH
	PROPOSED SIDEWALK
	PROPOSED CONCRETE
	PROPOSED COLORED PATTERNED CONCRETE
	PROPOSED LANDSCAPE ROCK
	PROPOSED RIPRAP
	PROPOSED NATIVE GRASS
	PROPOSED SEEDING AND MULCHING

### DEMOLITION LEGEND

	PROPOSED ASPHALT SAWCUT
	REMOVAL OF CURB & GUTTER
	REMOVAL OF FENCE
	RESET OF FENCE
	REMOVAL OF PAVEMENT STRIPING
	MILL AND OVERLAY
	REMOVAL OF ASPHALT
	CLEARING AND GRUBBING
	REMOVAL OF CONCRETE FLATWORK

VERIFY SCALES  
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IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

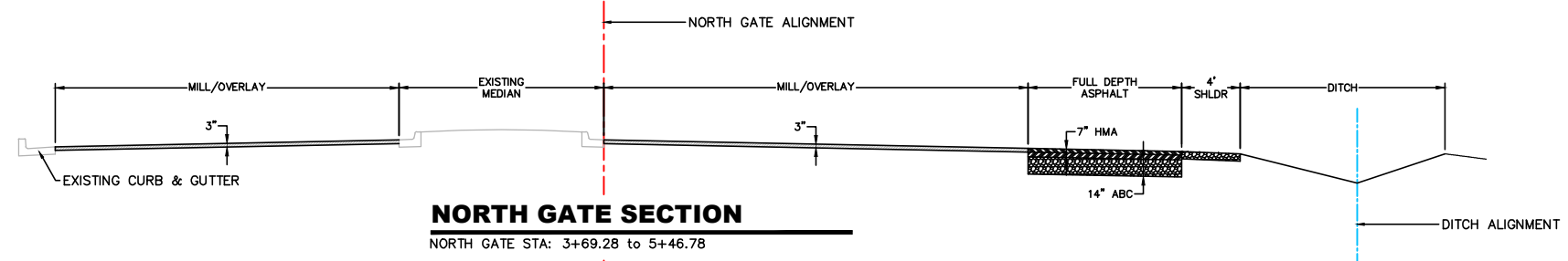
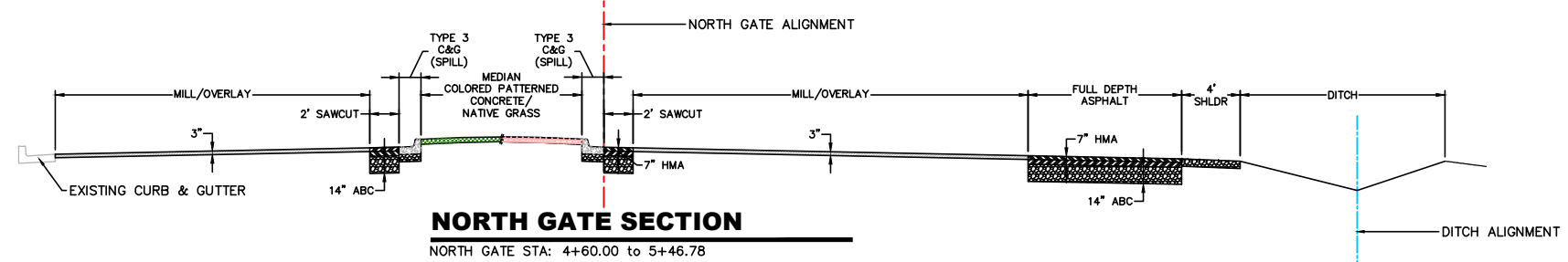
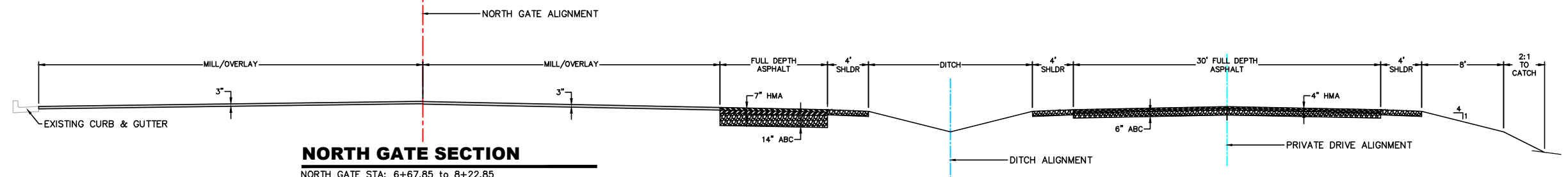
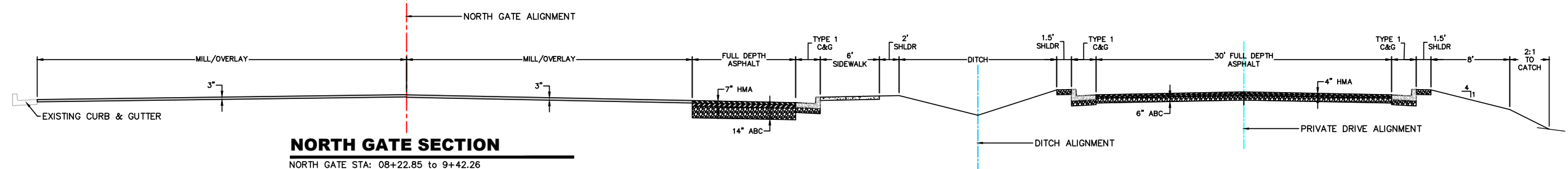
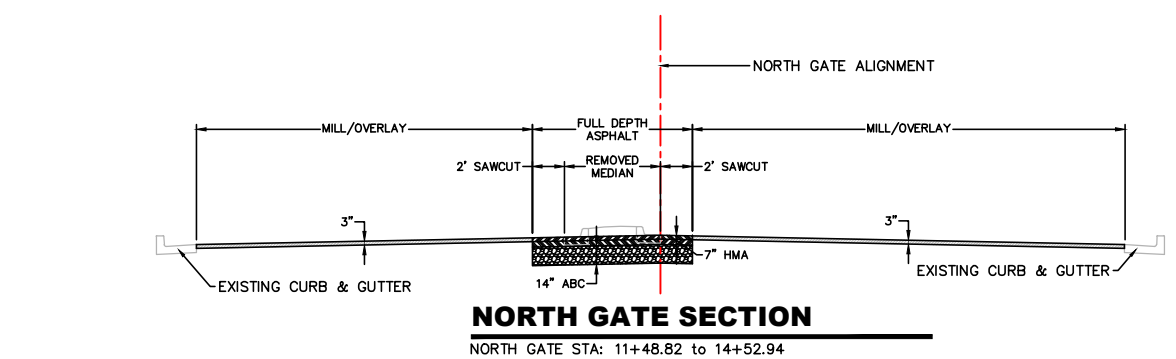


**CAPITAL IMPROVEMENTS PROGRAM**  
**NORTH GATE & STRUTHERS**  
**LEGEND**

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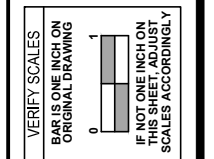
**3/26/2024**

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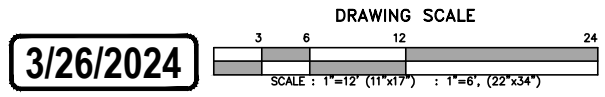
REV. No.	REVISION	BY	DATE

PROJECT MANAGER	RP	2023-410
DESIGNED BY	RP	
DRAWN BY	KWD	
CHECKED BY		
PROJECT NUMBER		



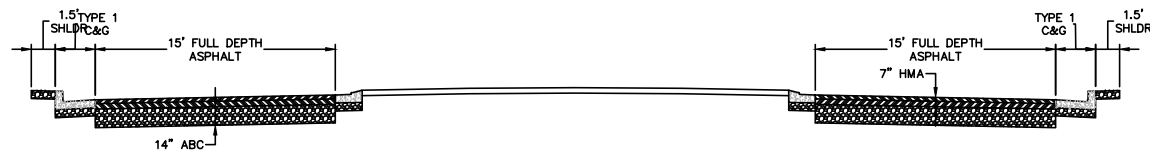
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**NORTH GATE & STRUTHERS**  
**TYPICAL SECTIONS**

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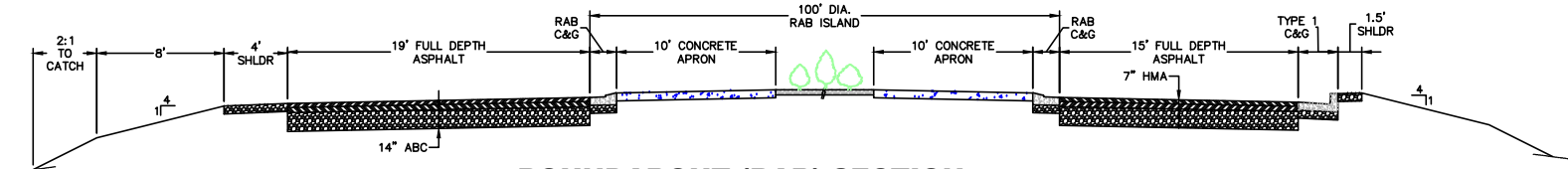


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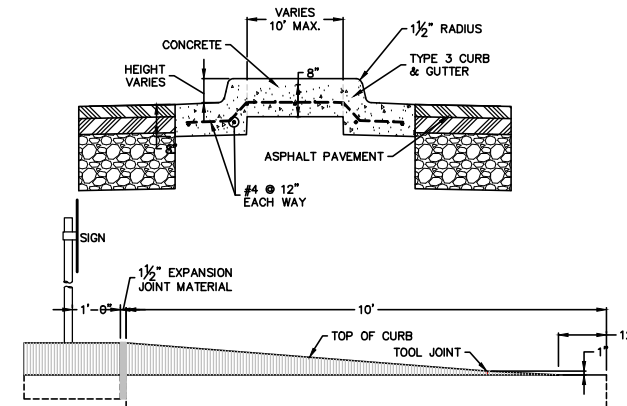
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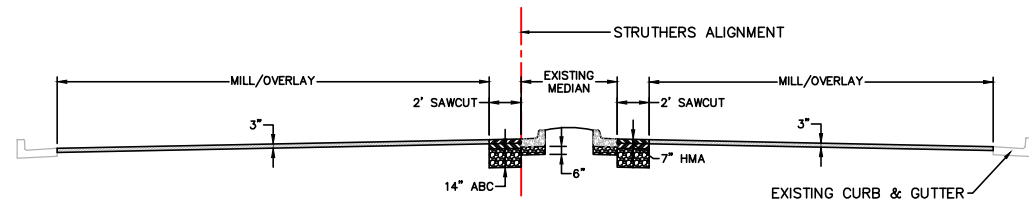
**ISLAND SECTION**



**ROUNDBABOUT (RAB) SECTION**

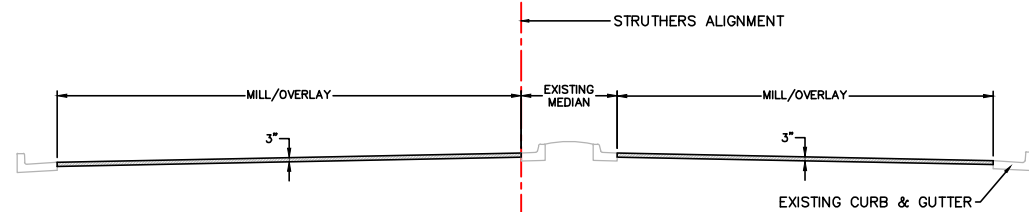


**PLOWABLE NOSE MEDIAN**



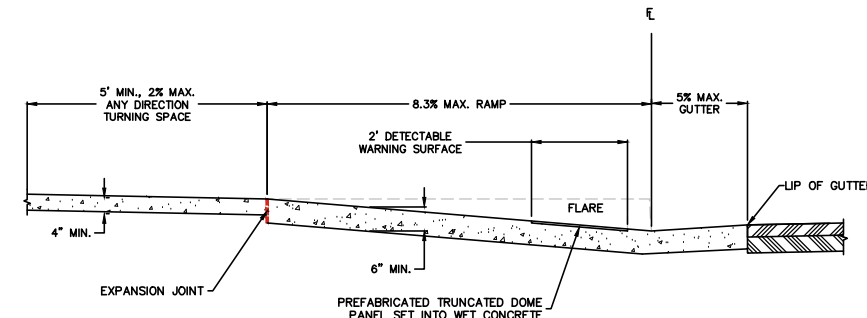
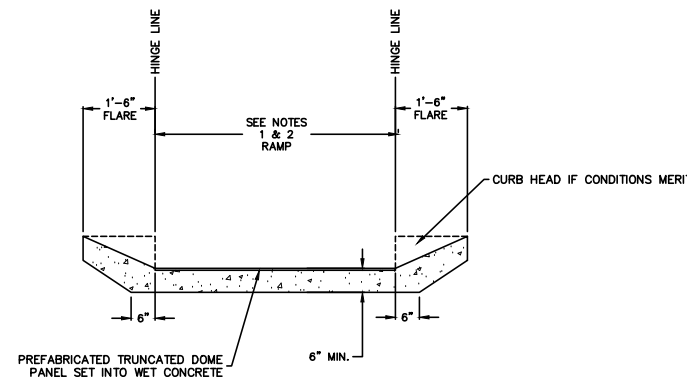
**STRUTHERS SECTION**

STRUTHERS STA: 3+30.45 to 3+41.87



**STRUTHERS SECTION**

STRUTHERS STA: 1+59.45 to 3+30.45



**PEDESTRIAN RAMP**

PROJECT NUMBER	2023-410
DESIGNED BY	KWD
DRAWN BY	KWD
CHECKED BY	
REVISION	
BY	
DATE	

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



**CAPITAL IMPROVEMENTS PROGRAM**  
**NORTH GATE & STRUTHERS**  
**TYPICAL SECTIONS**

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SHEET	4
	131 2 OF 2

3/26/2024

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GENERAL NOTES

- 1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF COLORADO SPRINGS, ENGINEERING DIVISION, GENERAL PROVISIONS, STANDARD SPECIFICATIONS AND SUPPLEMENTAL SPECIFICATIONS, LATEST REVISION.
2. THE CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS. FOR CITY PERMITS CONTRACTORS SHALL USE THE ACCELA ON-LINE PERMIT SYSTEM. ONCE CITY PERMITS ARE APPROVED AND PAID, THEN APPROPRIATE SCHEDULING AND NOTIFICATIONS SHALL BE IN ACCELA.
3. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE ALL WORK IS PERFORMED IN ACCORDANCE WITH APPLICABLE STANDARDS AND REGULATIONS AS SET FORTH BY THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (O.S.H.A.).
4. NO FIELD CHANGES SHALL BE MADE WITHOUT PRIOR WRITTEN APPROVAL OF THE ENGINEER.
5. SUBMITTALS SHALL BE MADE FOR ALL MATERIALS TO BE INCORPORATED INTO THIS PROJECT.
6. UTILITY LINES SHOWN ON THE PLAN SHEETS ARE PLOTTED FROM THE BEST AVAILABLE INFORMATION (S.U.E. QUALITY LEVEL C). THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE VERIFICATION AND PROTECTION OF ALL UTILITIES IN PLACE.
7. THE CONTRACTOR SHALL CONTACT THE UTILITY NOTIFICATION CENTER OF COLORADO AT 1-800-922-1987 TWO BUSINESS DAYS IN ADVANCE OF ANY EXCAVATION OR GRADING. FOR A LIST OF SPECIFIC CONTACTS SEE SPECIFICATIONS.
8. THE CONTRACTOR SHALL PROTECT AND MAINTAIN ALL UTILITIES AND STRUCTURES AFFECTED BY THE WORK, AND ANY DAMAGE SHALL BE REPAIRED AND RESTORED TO THE SATISFACTION OF THE UTILITY OWNER. THE CONTRACTOR IS RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL UTILITIES DURING CONSTRUCTION. THE CONTRACTOR SHALL COORDINATE ALL UTILITY RELOCATIONS AS NECESSARY. THE CITY ENGINEERING INSPECTIONS AND UTILITY DEPARTMENTS SHALL BE NOTIFIED A MINIMUM OF 48 HOURS PRIOR TO COMMENCING WORK WHERE THESE DEPARTMENTS MAY BE AFFECTED.
9. THE CONTRACTOR SHALL NOTIFY THE GAS DIVISION INSPECTOR (719-636-5736) AT LEAST 48 HOURS IN ADVANCE OF CONSTRUCTION NEAR ANY GAS FACILITIES. THE GAS DIVISION WILL RELOCATE THE GAS SERVICES REQUIRED ON AN AS NEEDED BASIS.
10. EXCAVATION AT GAS LINES: TEMPORARY COVER DURING CONSTRUCTION SHALL BE AT LEAST 18 INCHES OVER THE GAS CONDUIT. FINISH GRADE MUST BE AT LEAST 2 FEET AND NO MORE THAN 6 FEET OVER THE GAS CONDUIT.
11. THE PHYSICAL FEATURES WITHIN THE LIMITS OF THE PROJECT HAVE BEEN SHOWN BASED ON THE BEST AVAILABLE INFORMATION AT THE TIME OF THE DESIGN. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE FEATURES SHOWN. THE CONTRACTOR SHALL REVIEW AND VERIFY EXISTING PHYSICAL FEATURES AND ELEVATIONS THEMSELVES OF THE CONDITIONS TO BE ENCOUNTERED DURING CONSTRUCTION.
12. THE CONTRACTOR SHALL LIMIT ALL WORK AND STORAGE AREAS TO THE PUBLIC RIGHT-OF-WAYS AND EASEMENTS. USE OF ANY PRIVATE AREAS FOR THIS PROJECT BY THE CONTRACTOR MUST BE APPROVED IN WRITING BY THE PROPERTY OWNER WITH A COPY OF THIS APPROVAL PROVIDED TO THE ENGINEER PRIOR TO USAGE.
13. ALL CONSTRUCTION SHALL INCLUDE COMPACTION AND FINISH GRADING IN THE UNIT PRICE OF RELATED WORK ITEM.
14. ALL WORK SHALL BE DONE TO THE LINES, GRADES, SECTIONS, AND ELEVATIONS SHOWN ON THE PLANS UNLESS OTHERWISE NOTED OR APPROVED BY THE ENGINEER.
15. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE CITY OF COLORADO SPRINGS AND THE ENGINEER.
16. THE ENGINEER SHALL BE NOTIFIED WITHIN 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.
17. PAYMENT, DIMENSIONS AND RADII FOR CURB AND GUTTER ARE SHOWN TO THE FLOWLINE UNLESS OTHERWISE NOTED.
18. THE CONTRACTOR SHALL LIMIT CONSTRUCTION ACTIVITIES TO THOSE AREAS WITHIN THE LIMITS OF DISTURBANCE AND/OR TOES OF SLOPE AS SHOWN ON THE PLANS AND CROSS SECTIONS. ANY DISTURBANCE BEYOND THESE LIMITS SHALL BE RESTORED TO ORIGINAL CONDITIONS BY THE CONTRACTOR AT THEIR EXPENSE. CONSTRUCTION PARKING OF VEHICLES OR EQUIPMENT. DISPOSAL OF LITTER AND ANY OTHER ACTION WHICH WOULD ALTER EXISTING CONDITIONS.
19. THE CONTRACTOR SHALL NOT REMOVE AND SHALL PROTECT FROM DAMAGE ALL TREES, BUSHES AND EXISTING IMPROVEMENTS INSIDE AND OUTSIDE THE LIMITS OF WORK. SPECIFIC PROVISIONS ARE SHOWN ON PLANS.
20. NO TREES SHALL BE REMOVED OR TRIMMED WITHOUT APPROVAL OF THE ENGINEER AND CITY FORESTRY.
21. THE CONTRACTOR SHALL PROTECT THE EXISTING DRAINAGE STRUCTURES AND REROUTE ANY RUNOFF AS NECESSARY DURING CONSTRUCTION ACTIVITIES TO PREVENT EROSION AND DAMAGE.
22. THE CONTRACTOR SHALL PROVIDE SAFE PEDESTRIAN ACCESS AT ALL TIMES DURING THE PROJECT.
23. THE CONTRACTOR SHALL CLOSELY MONITOR ACCESS FOR HEAVY CONSTRUCTION EQUIPMENT THROUGH THE PROJECT AND RESIDENTIAL AREAS
24. SHOULD THE CONSTRUCTION ACTIVITY CONTINUE PAST 7:00 P.M., THE CONTRACTOR SHALL ENSURE THAT THE NOISE LEVEL DOES NOT EXCEED THE LIMITS SPECIFIED IN THE CITY ORDINANCE.

- 25. WHERE NEW PAVEMENT IS TO ADJUT EXISTING PAVEMENT, THE EXISTING PAVEMENT SHALL BE REMOVED TO A NEAT VERTICAL LINE BY FULL DEPTH SAWING. SAWING WILL NOT BE PAID FOR SEPARATELY BUT SHALL BE INCIDENTAL TO "REMOVAL OF ASPHALT PAVEMENT". THE CONTRACTOR WILL BE REQUIRED TO PAINT THE EDGE OF CUT PAVEMENT WITH DILUTED EMULSIFIED ASPHALT (SLOW SETTING) PRIOR TO PAVING OPERATIONS. VERTICAL EDGES SHALL NOT REMAIN OVERNIGHT. DILUTED EMULSIFIED ASPHALT FOR TACK COAT SHALL CONSIST OF ONE PART EMULSIFIED ASPHALT AND ONE PART WATER.
26. WATER SHALL BE USED AS A DUST PALLIATIVE WHERE REQUIRED. LOCATION SHALL BE AS ORDERED. THE COST OF WATER SHALL BE INCIDENTAL TO OTHER BID ITEMS.
27. THE PHYSICAL FEATURES REQUIRING REMOVAL OR OBLITERATION WITHIN THE PROJECT SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND ASPHALT SHALL BE DISPOSED OF OFF-SITE. THE EXCEPTION IS TRAFFIC CONTROL DEVICES, WHICH SHALL BE SALVAGED FOR CITY MAINTENANCE.
28. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PRESERVING ANY MONUMENT, RANGE POINTS, TIES, BENCHMARKS AND/OR SURVEY CONTROL POINTS WHICH MAY BE DISTURBED OR DESTROYED BY CONSTRUCTION. SUCH POINTS SHALL BE REFERENCED AND REPLACED WITH APPROPRIATE MONUMENT BY A REGISTERED PROFESSIONAL LAND SURVEYOR AUTHORIZED TO PRACTICE LAND SURVEYING IN THE STATE OF COLORADO.
29. THE CONTRACTOR SHALL HAVE A COPY OF ALL APPLICABLE STANDARDS ON SITE FOR THE DURATION OF THE PROJECT.
30. THE CONTRACTOR SHALL NOT STOCKPILE MATERIAL WITHIN 10 FEET OF THE EDGE OF TRAVELED WAY.
31. THE FOLLOWING SHALL BE FURNISHED WITH EACH BITUMINOUS PAVEMENT. THIS DEVICE SHALL BE USED ON ALL PASSES AND LIFTS OF BITUMINOUS PAVEMENT PLACED:
A. A SKI TYPE DEVICE AT LEAST 30 FEET IN LENGTH.
B. SHORT SKI OR SHORT SHOE.
C. CONTROL LINE AND STAKES, SUFFICIENT FOR EACH PHASE OF THE PROJECT.
32. ANY LAYER OF BITUMINOUS PAVEMENT THAT IS TO HAVE A SUCCEEDING LAYER PLACED THEREON SHALL BE COMPLETED FULL WIDTH BEFORE SUCCEEDING LAYER IS PLACED.
33. BEFORE PLACEMENT OF THE TACK COAT, THE CONTRACTOR SHALL CLEAN THE PRESENT ROADWAY AS DIRECTED. CLEANING WILL NOT BE PAID FOR SEPARATELY, BUT SHALL BE INCLUDED IN THE COST OF THE PROJECT.
34. A TACK COAT OF EMULSIFIED ASPHALT (SLOW SETTING) IS TO BE APPLIED BETWEEN PAVEMENT COURSES TO IMPROVE BOND. DILUTED EMULSIFIED ASPHALT FOR TACK COAT SHALL CONSIST OF ONE PART EMULSIFIED ASPHALT AND ONE PART WATER.
35. STORM INLET STATIONING AND INLET REFERENCE TOP FRONT MIDDLE OF THE BOX. STORM MANHOLE STATIONING REFERENCE CENTER OF MANHOLE.
36. THE CONTRACTOR SHALL FURNISH, INSTALL AND MAINTAIN TEMPORARY TRAFFIC CONTROL DEVICES NECESSARY THROUGHOUT THE DURATION OF THE CONSTRUCTION. THE CONTRACTOR SHALL CONTACT TRAFFIC ENGINEERING 48 HOURS IN ADVANCE FOR ANY REQUIRED MODIFICATION TO TRAFFIC SIGNALS WITHIN THE CONSTRUCTION AREA AS NECESSARY TO MAINTAIN SAFE OPERATIONS.
37. EXISTING AND PROPOSED JUNCTION BOX LIDS, WATER VALVES, SANITARY SEWERS, OR STORM SEWER MANHOLE LIDS SHALL BE RAISED TO MATCH PROPOSED NEW GRADE. ALL ADJUSTMENTS OR MATERIALS REQUIRED FOR THE ADJUSTMENT SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT.
38. ALL WORK DONE ON OR AROUND WATER RESOURCES DEPARTMENT FACILITIES MUST BE INSPECTED BY THE WATER RESOURCES DEPARTMENT INSPECTOR. THE CONTRACTOR IS REQUIRED TO NOTIFY THE WATER RESOURCES DEPARTMENT PIPELINE INSPECTION SECTION (638-5654) TWO WORKING DAYS PRIOR TO BEGINNING CONSTRUCTION. IF THIS PROJECT INVOLVES A TAP, DO NOT CALL TO SCHEDULE TAP UNTIL THE PIPELINE INSPECTION NOTIFICATION. INSPECTION REQUIRED AFTER WORKING HOURS MUST BE COORDINATED WITH THE PIPELINE INSPECTOR IN ADVANCE AND WILL BE SUBJECT TO OVERTIME CHARGES PER W.R.D. SPECIFICATIONS.
39. THE CONTRACTOR SHALL, AT THEIR EXPENSE, SUPPORT AND PROTECT ALL WATER MAINS SO THAT THEY WILL FUNCTION CONTINUOUSLY DURING CONSTRUCTION EXCEPT THOSE DESIGNATED TO BE TEMPORARILY SHUT DOWN. TEMPORARY WATER SERVICE DISRUPTION SHALL BE DONE TO MINIMIZE THE EFFECTS ON COLORADO SPRINGS UTILITIES CUSTOMERS. SHOULD A WATER MAIN FAIL AS A RESULT OF THE CONTRACTOR'S OPERATIONS, IT WILL BE REPAIRED IMMEDIATELY BY EITHER THE CONTRACTOR OF THE WATER RESOURCES DEPARTMENT AT THE FULL COST OF LABOR AND MATERIALS TO THE CONTRACTOR.
40. ANY DISCREPANCY WITHIN THESE PLANS SHOULD BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ENGINEER AND WORK SHALL STOP UNTIL THE DISCREPANCY IS DISCUSSED AND DECISIONS/AGREEMENTS HAVE BEEN MADE.
41. REFER TO THE PROJECT MANUAL FOR PAY ITEM DESCRIPTIONS AND MEASUREMENTS. ALL WORK WITHOUT A SPECIFIC BID ITEM IS INCIDENTAL TO OTHER PAY ITEMS.
42. APPROVAL OF THESE PLANS BY THE CITY ENGINEER DOES NOT AUTHORIZE ANY WORK TO BE PERFORMED UNTIL ALL PERMITS HAVE BEEN ISSUED.
43. THE APPROVAL OF THESE PLANS OR ISSUANCE OF A PERMIT BY THE CITY OF COLORADO SPRINGS DOES NOT AUTHORIZE THE OWNER OR CONTRACTOR TO VIOLATE ANY FEDERAL, STATE OR LOCAL CITY LAWS, ORDINANCES, REGULATIONS OR POLICIES.

EARTHWORK

- 1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LEGAL DISPOSAL OF ANY EXCESS SOIL, DEBRIS AND WASTE MATERIAL OFF OF THE PROJECT SITE.
2. ANY SOIL LYING BELOW THE SUBGRADE ELEVATION WHICH IS DISTURBED BY CONSTRUCTION OPERATIONS SHALL BE REMOVED AND REPLACED WITH STRUCTURAL FILL IN ACCORDANCE WITH SPECIFICATION REQUIREMENTS.
3. ANY MATERIAL NOT SUITABLE FOR BACKFILL SHALL BE REMOVED FROM THE SITE AND DISPOSED OF, BY AND AT THE EXPENSE OF THE CONTRACTOR.

BENCHMARK AND SURVEY CONTROL

- 1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION STAKING OF BOTH HORIZONTAL AND VERTICAL LAYOUT ON THIS PROJECT. COORDINATES ARE REFERENCED IN THE COORDINATE LIST SHOWN ON THESE PLANS. THE CONTRACTOR SHALL COORDINATE WITH THE PROJECT ENGINEER FOR INTERPRETATION AND INFORMATION IN STAKING OF THE PROJECT FOR CONSTRUCTION.
2. PRIOR TO COMPLETION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPLACEMENT OF ANY PROPERTY MONUMENTATION DISTURBED OR REMOVED BY CONSTRUCTION OPERATIONS. THIS WORK SHALL BE PERFORMED BY A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO. PROPERTY CORNERS WHICH FALL WITHIN NEW CONCRETE FLATWORK SHALL BE DURABLE AND SET FLUSH. THIS SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY MONUMENTATION AND/OR BENCHMARKS WHICH WILL BE DISTURBED OR DESTROYED BY CONSTRUCTION. SUCH POINTS SHALL BE REFERENCED AND REPLACED WITH APPROPRIATE MONUMENTATION BY A REGISTERED CIVIL ENGINEER AUTHORIZED TO PRACTICE LAND SURVEYING.

TRAFFIC GENERAL NOTES

- 1. APPROVAL OF THESE PLANS BY THE CITY ENGINEER DOES NOT AUTHORIZE ANY WORK TO BE PERFORMED UNTIL A PERMIT HAS BEEN ISSUED.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL NEW, TEMPORARY AND EXISTING TRAFFIC SIGNS FROM THE START OF THE CONSTRUCTION PROJECT UNTIL ACCEPTANCE BY CITY TRAFFIC AND ENGINEERING.
3. ALL TRAFFIC SIGNS, PAVEMENT MARKINGS AND TRAFFIC SIGNALS SHALL MEET OR EXCEED M.U.T.C.D. STANDARDS.
4. THE CONTRACTOR SHALL NOT REMOVE ANY EXISTING SIGNS, PAVEMENT MARKINGS OR TRAFFIC SIGNALS DURING THE PROJECT WITHOUT SIGNED AUTHORIZATION OF THE CITY TRAFFIC AND ENGINEERING.
5. CONTRACTOR SHALL PREPARE A DETAILED TRAFFIC CONTROL PLAN, SUBMIT TO CITY TRAFFIC ENGINEERING FOR APPROVAL, AND OBTAIN APPROPRIATE PERMITS IN ACCORDANCE WITH THE "TRAFFIC CONTROLS FOR STREET CONSTRUCTION, UTILITY WORK AND MAINTENANCE OPERATIONS", MUTCD SUPPLEMENT FOR THE CITY OF COLORADO SPRINGS, (CURRENT EDITION).
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL WORK ZONE TRAFFIC CONTROL. CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING, INSTALLING AND MAINTAINING THE TEMPORARY TRAFFIC CONTROL DEVICES THROUGHOUT THE DURATION OF THE PROJECT.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL NEW, TEMPORARY AND EXISTING TRAFFIC SIGNAL MODIFICATIONS.

STRIPING AND SIGNAGE GENERAL NOTES

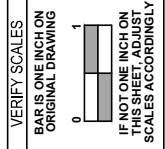
- 1. INSTALLATION OF ALL STRIPING, SIGNS AND PAVEMENT MARKERS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL REMOVAL OF EXISTING PAVEMENT MARKINGS (SCARRING OF PAVEMENT IS NOT PERMITTED). AT NO TIME WILL IT BE ACCEPTABLE TO PAINT OVER EXISTING PAVEMENT MARKINGS.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR OVERLAYING OR CHIP SEALING ROADWAY IF SCARRING OCCURS DURING REMOVAL OF EXISTING OR TEMPORARY PAVEMENT MARKINGS. THE CITY TRAFFIC ENGINEER WILL DETERMINE METHOD OF PAVEMENT REPAIR.
4. ALL STRIPING AND SIGNING SHALL CONFORM TO THE MOST RECENT ADOPTED EDITION OF THE FOLLOWING MANUALS AND THEIR SUPPLEMENTAL AMENDMENTS:
A. MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD)
B. CITY OF COLORADO SPRINGS SIGNS AND MARKINGS GUIDELINES
C. CITY OF COLORADO SPRINGS STANDARD SPECIFICATIONS
D. CITY OF COLORADO SPRINGS PUBLIC WORKS DESIGN MANUAL
5. ALL SIGNING AND STRIPING IS SUBJECT TO THE APPROVAL OF THE CITY TRAFFIC ENGINEER PRIOR TO INSTALLATION AND/OR REMOVAL.
6. CONTRACTOR SHALL REMOVE ALL CONFLICTING STRIPING, PAVEMENT MARKINGS AND LEGENDS BY HYDROBLASTING, SANDBLASTING AND/OR GRINDING. ANY DEBRIS SHALL BE PROMPTLY REMOVED BY THE CONTRACTOR.
7. SIGN POSTS SHALL BE INSTALLED WITH A MINIMUM OF 1 3/4" x 10' SQUARE PERFORATED STEEL TUBING WITH SLEEVE PER CITY OF COLORADO SPRINGS STANDARD.
8. ALL TRAFFIC SIGNS SHALL HAVE A MINIMUM OF HIGH INTENSITY GRADE SHEETING.
9. ANY DEVIATION FROM THE STRIPING AND SIGNING PLANS SHALL BE APPROVED BY THE ENGINEER OF WORK AND THE CITY TRAFFIC ENGINEER PRIOR TO ANY CHANGES BEING MADE IN THE FIELD.
10. ALL SIGNS SHOWN ON THE STRIPING AND SIGNING PLANS SHALL BE NEW SIGNS PROVIDED AND INSTALLED BY THE CONTRACTOR, EXCEPT FOR EXISTING SIGNS SPECIFICALLY INDICATED TO BE RELOCATED OR TO REMAIN.
11. STRIPED CROSSWALKS SHALL HAVE AN INSIDE DIMENSION OF 10 FEET, AND CONTINENTAL CROSSWALKS SHALL HAVE A MINIMUM WIDTH OF 9 FEET UNLESS INDICATED OTHERWISE.
12. ALL LIMIT LINES/STOP LINES, CROSSWALK LINES, PAVEMENT LEGENDS AND ARROWS (EXCEPT WITHIN BIKE LANES) SHALL BE A MINIMUM OF 90 MIL THICKNESS THERMOPLASTIC OR PREFORM PLASTIC TAPE.
13. ALL LONGITUDINAL LINES SHALL BE A MINIMUM OF 15 MIL THICKNESS EPOXY.
14. CONTRACTOR TO DELIVER ALL REMOVED SIGNS TO THE CITY OF COLORADO SPRINGS SIGNS/MARKINGS SHOP AT 404 FONTANERO STREET, (719) 578-6721.
15. CONTRACTOR SHALL NOTIFY CITY TRAFFIC ENGINEER (719) 385-5908 A MINIMUM OF 5 WORKING DAYS PRIOR TO AND UPON COMPLETION OF STRIPING AND SIGNAGE.

NPDES DRAINAGE WATER QUALITY NOTES

- 1. THE CONTRACTOR AND/OR THEIR AUTHORIZED AGENTS SHALL REMOVE ALL SEDIMENTS, MUD, AND CONSTRUCTION DEBRIS THAT MAY ACCUMULATE IN THE FLOWLINES AND PUBLIC RIGHTS-OF-WAY AS A RESULT OF THIS CONSTRUCTION PROJECT. SAID REMOVAL SHALL BE CONDUCTED IN A TIMELY MANNER.
2. THE CLEANING OF CONCRETE TRUCK DELIVERY CHUTES IS PROHIBITED AT THE JOB SITE. THE DISCHARGE OF WATER CONTAINING WASTE CONCRETE TO THE STORM SEWER IS PROHIBITED.
3. THE CONTRACTOR SHALL PROTECT ALL STORM SEWER FACILITIES ADJACENT TO ANY LOCATION WHERE PAVEMENT CUTTING OPERATION, INVOLVING WHEEL CUTTING, SAW CUTTING OR ABRASIVE WATER JET CUTTING ARE TO TAKE PLACE. THE CONTRACTOR SHALL REMOVE AND PROPERLY DISPOSE OF ALL WASTE PRODUCTS GENERATED BY SAID CUTTING OPERATIONS ON A DAILY BASIS. THE DISCHARGE OF ANY WATER CONTAMINATED BY WASTE PRODUCTS FROM CUTTING OPERATIONS TO THE STORM SEWER IS PROHIBITED.
4. THE CONTRACTOR MUST KEEP ALL POLLUTANTS, INCLUDING TRENCH BACKFILL MATERIAL, FROM WASHING INTO THE STORM SEWER SYSTEM.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A STORM WATER MANAGEMENT PLAN PERMIT FROM THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT, IF THE PROJECT MEETS THE MINIMUM REQUIREMENTS FOR A PERMIT.
6. THE CONTRACTOR SHALL LEVEL ALL DISTURBED WITH TOPSOIL, AND HAND-RAKE TO A UNIFORM APPEARANCE. THE AREA SHALL BE SEEDDED WITH PROTECTIVE STRAW MAT COVER DURING WINTER MONTHS OR SODDED ALL OTHER TIMES. THIS WORK IS TO BE CONSIDERED AN INCIDENTAL ITEM.

GENERAL CONSTRUCTION NOTES

- 1. PAY ITEMS LISTED IN THE BID SCHEDULE ARE THE ONLY PAY ITEMS FOR THE PROJECT. ANY OTHER ITEMS NECESSARY FOR A COMPLETE PROJECT, BUT NOT SHOWN IN THE BID SCHEDULE SHALL BE CONSIDERED AN INCIDENTAL ITEM AND ITS COST TO BE INCLUDED IN OTHER ITEMS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING ALL LABOR, MATERIAL, EQUIPMENT AND INCIDENTAL ITEMS NEEDED TO PROVIDE ADEQUATE CONSTRUCTION SIGNING, BARRICADES, TRAFFIC CONTROL DEVICES AND OTHER RELATED ITEMS FOR THE PROJECT AREA, DURING THE CONSTRUCTION PERIOD. THIS WORK SHALL BE INCLUDED IN THE TRAFFIC CONTROL PAY ITEM.
3. THE CONTRACTOR SHALL CAREFULLY REMOVE, STORE AND REINSTALL ALL CITY-OWNED SIGNS WHOSE REMOVAL IS REQUIRED BY THE CONSTRUCTION WORK IN THE PROJECT AREA. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ARRANGE FOR THE CITY TO INSPECT ALL SIGNS SCHEDULED FOR REMOVAL PRIOR TO THEIR REMOVAL. ONCE SAID SIGNS HAVE BEEN REMOVED, IT WILL BE ASSUMED THAT THEY WERE IN GOOD CONDITION AT THE TIME OF REMOVAL. ANY SIGNS DAMAGED OR LOST BY THE CONTRACTOR SHALL BE REPLACED AT NO COST TO THE CITY. MATERIALS SHALL BE APPROVED BY THE PROJECT ENGINEER. ALL POST-MOUNTED SIGNS SHALL BE RESET AT THE PROPER HEIGHT AND LOCATION (CITY TO PROVIDE LOCATION OR AS SHOWN ON THE ENCLOSED PLAN)
4. ALL SIDEWALK AND PAVED DRIVEWAY REMOVALS SHALL BE BOUNDED BY JOINTS OR SAWCUTS. SAWCUTS ARE TO BE CONSIDERED AN INCIDENTAL ITEM AND THE COST OF THIS ITEM IS TO BE INCLUDED IN OTHER PAY ITEMS.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL DRIVEWAY CLOSINGS WITH THE RESPECTIVE PROPERTY OWNERS AND TENANTS. IF PROPERTY IS RENTED, EXISTING CONCRETE DRIVES SHALL BE REPLACED PER CITY OF COLORADO SPRINGS STANDARD SPECIFICATIONS.
6. PROPERTY OWNERS WILL BE NOTIFIED BY THE CITY, PRIOR TO CONSTRUCTION, THAT IT WILL BE THE OWNER'S RESPONSIBILITY TO REMOVE TREES, SHRUBS OR OTHER PROPERTY WHICH THEY INTEND TO KEEP. IF THE ITEMS ARE NOT REMOVED AT THE TIME OF CONSTRUCTION AND ARE WITHIN THE PROPOSED SIDEWALK CONSTRUCTION AREA, THE MISCELLANEOUS ITEMS AND/OR VEGETATION REMOVED SHALL BE PLACED ON THE PROPERTY OWNER'S LAND OR DISPOSED OF OFF SITE AS DIRECTED BY THE PROJECT ENGINEER. FENCES SHALL BE REMOVED AND REPLACED AT THE CONTRACTOR UNIT PRICE FOR FENCES AS DIRECTED BY THE PROJECT ENGINEER. TREES MARKED TO BE TRIMMED IN THE PLANS SHALL BE DONE AT THE DIRECTION OF THE PROJECT ENGINEER. THIS WORK SHALL BE INCLUDED IN THE CLEARING AND GRUBBING PAY ITEM.
7. THE CONTRACTOR SHALL TAKE SPECIAL CARE NOT TO DAMAGE TREES AND SHRUBS UNLESS SO DIRECTED BY THE PROJECT ENGINEER.
8. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND ELEVATIONS PRIOR TO START OF WORK. THIS WORK IS TO BE CONSIDERED AN INCIDENTAL ITEM AND THE COST OF THIS ITEM IS TO BE INCLUDED IN OTHER PAY ITEMS.
9. ANY SURPLUS EXCAVATION TO INCLUDE BUT NOT LIMITED TO THE REMOVAL OF LANDSCAPING FOR SIDEWALK INSTALLATION SHALL BECOME THE PROPERTY OF THE CONTRACTOR, AND DISPOSAL SHALL BE THE CONTRACTOR'S RESPONSIBILITY AT NO ADDITIONAL COST.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SURVEYING AND CONSTRUCTION STAKING FOR THE PROJECT. ALL GRADING AND SURFACING SHALL BE IN ACCORDANCE WITH THE PLAN SHEETS AND THE CITY OF COLORADO SPRINGS STANDARD SPECIFICATIONS.
11. THE CONTRACTOR SHALL REMOVE ALL SALVAGED TOPSOIL TO BE USED LATER AS BACKFILL BEHIND CURBS AND DRIVES OR IN RESTORATION OF DISTURBED AREAS. THIS WORK IS TO BE CONSIDERED AN INCIDENTAL ITEM AND THE COST OF THIS ITEM IS TO BE INCLUDED IN OTHER PAY ITEMS.



CAPITAL IMPROVEMENTS PROGRAM NORTH GATE & STRUTHERS GENERAL NOTES

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***NORTH GATE BLVD & STRUTHERS RD  
SUMMARY OF APPROXIMATE QUANTITIES***

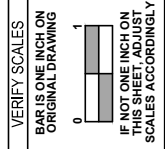
NO.	ITEM	UNIT	PLAN QTY.	AS CONST.
201-00001	CLEARING AND GRUBBING	LS	1	
202-00000	REMOVAL OF STRUCTURES & OBSTRUCTIONS	LS	1	
202-00180	REMOVAL OF CONCRETE FLATWORK	SY	134	
202-00203	REMOVAL OF CURB & GUTTER	LF	762	
202-00220	REMOVAL OF ASPHALT MAT	SY	1,100	
202-00230	REMOVAL OF ASPHALT MAT (MILLING)	SY	11,466	
202-00810	REMOVAL OF SIGN POST	EA	10	
202-00821	REMOVAL OF SIGN PANEL	EA	13	
202-01000	REMOVAL OF FENCE	LF	430	
203-00060	EMBANKMENT MATERIAL (CIP)	CY	4,606	
203-01597	POTHOLING	HR	20	
207-00205	TOPSOIL	CY	381	
208-00200	EROSION CONTROL MANAGEMENT	LS	1	
210-00011	RESET MAILBOX STRUCTURE (TYPE 1)	EA	1	
210-00810	RESET SIGN POST	EA	2	
210-04010	ADJUST MANHOLE	EA	9	
210-04050	ADJUST VALVE BOX	EA	11	
212-00006	SEEDING (NATIVE)	AC	0.71	
213-00004	MULCHING (WEED FREE STRAW)	AC	0.71	
213-00061	MULCH TACKIFIER	LB	71	
216-00022	SOIL RETENTION BLANKET (CLASS 2)	SY		
220-00250	REMOVAL OF PAVEMENT MARKING	SF	350	
240-00500	RESET TRAFFIC SIGNAL FOUNDATION	EA	1	
240-00600	RESET SIGNAL HEAD	EA	3	
240-03030	RESET STRUCTURE	EA	3	FLAG POLE/STATUES
240-10000	RESET FENCE	LF	226	
250-07000	RELOCATE COMMERCIAL SIGN	EA	3	
300-06000	AGGREGATE BASE COURSE - CDOT CLASS 6	TON	2,307	
400-50400	HOT MIX ASPHALT - GRADE SX (75) (PG 64-22)	TON	1,293	
430-00600	CONCRETE PAVEMENT (6 INCH)	SY	305	RAB APRON
500-00500	CONCRETE PEDESTRIAN RAMP	SF	324	
500-01040	CONCRETE SIDEWALK (4-INCH)	SF	335	
500-51000	CURB and GUTTER TYPE 1 (CATCH)	LF	470	

***NORTH GATE BLVD & STRUTHERS RD  
SUMMARY OF APPROXIMATE QUANTITIES***

NO.	ITEM	UNIT	PLAN QTY.	AS CONST.
500-53000	CURB and GUTTER TYPE 3 (SPILL)	LF	359	
500-59000	CURB and GUTTER (SPECIAL) (RAB)	LF	401	
500-60010	MEDIAN COVER MATERIAL (4-INCH COLOR PATTERN)	SY	249	
500-00525	TRUNCATED DOMES (DETECTABLE WARNING)	SF	61	
501-00100	LANDSCAPE ROCK	SF	4,617	
530-53500	CHAIN LINK GATE	LF	16	
614-00011	SIGN PANEL (CLASS 1)	EA	16	
614-01583	STEEL SIGN SUPPORT (POST & SLIP BASE)	EA	13	
626-00000	MOBILIZATION	LS	1	
630-00000	TRAFFIC CONTROL	LS	1	
630-20180	24x14 INCH REINFORCED CONCRETE PIPE ELLIPTICAL (COMPLETE-IN-PLACE)	LF	75	
630-25180	24x14 INCH REINFORCED CONCRETE END SECTION ELLIPTICAL (COMPLETE-IN-PLACE)	EA	2	
814	TRAFFIC SIGNAL POLE/LIGHTS/WIRING/BOX	EA	1	
827-32000	EPOXY PAVEMENT MARKING (WHITE)	SF	2,161	
827-32000	EPOXY PAVEMENT MARKING (YELLOW)	SF	728	
827-32050	THERMOPLASTIC PAVEMENT MARKING BIKE SYMBOLS/ARROWS/STOP BARS/XWALK	SF	1,275	
903-00003	MULCHING (WEED FREE)	AC	0.71	
920-00001	BOLLARD	EA	2	

***SUMMARY OF EARTHWORK QUANTITIES***

DESCRIPTION	UNITS	NORTH GATE/STRUTHERS	TOTALS
EMBANKMENT MATERIAL (COMPLETE-IN-PLACE)	CU YD	4606	4,606
STRUCTURE BACKFILL (CLASS 1)	CU YD		
TOTAL		4,606	4,606
FOR INFORMATION ONLY			
UNCLASSIFIED EXCAVATION (COMPLETE-IN-PLACE)	CU YD	2502	2,502
STRUCTURE EXCAVATION	CU YD		
TOTAL		2,502	2,502
EARTHWORK QUANTITIES BALANCE			
TOPSOIL	CU YD	381	
TOTAL EMBANKMENT *FACTOR (1.2)	CU YD		5,527
TOTAL EXCAVATION	CU YD		2,502
TOTAL IMPORT			3,025



**CAPITAL IMPROVEMENTS  
PROGRAM  
NORTH GATE & STRUTHERS  
SUMMARY OF  
APPROX. QUANTITIES**

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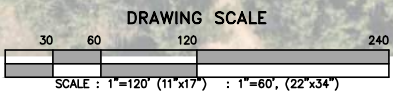
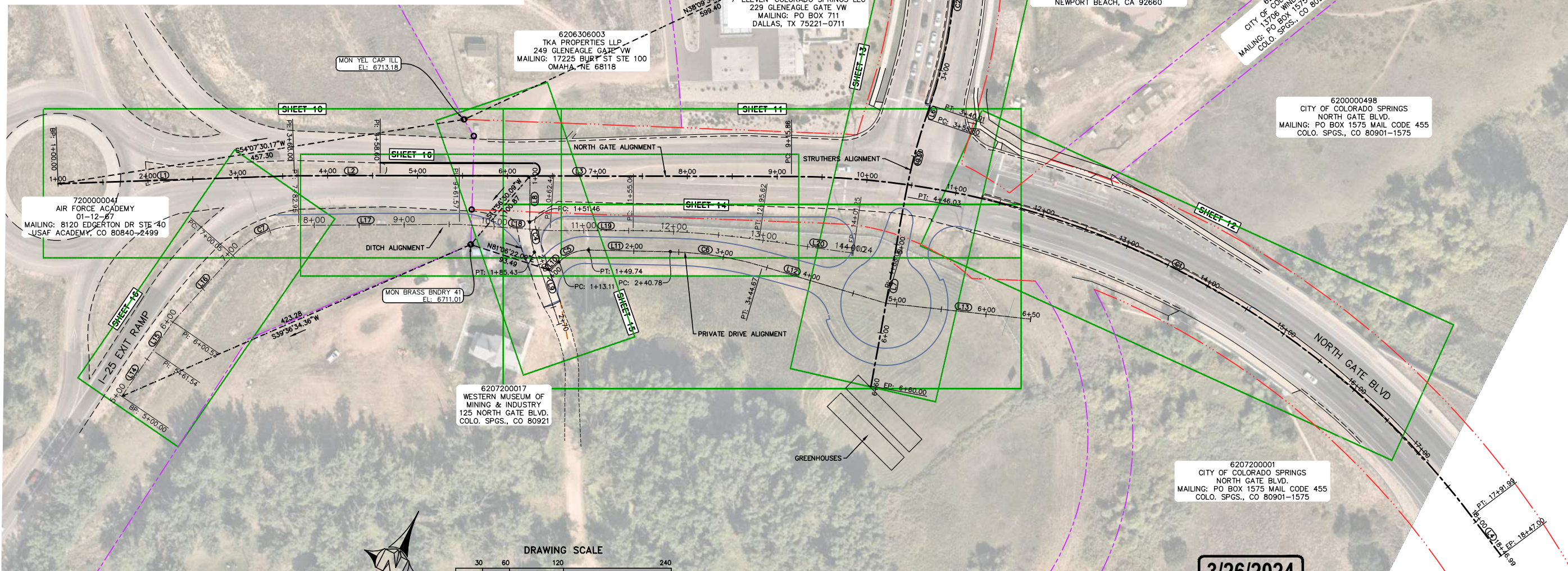
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Line Table: Alignments				
Line #	Length	Direction	Start Point (N/E)	End Point (N/E)
L1	263.00	N61° 11' 01.91"E	(1435510.0118/3190071.4340)	(1435636.7790/3190301.8690)
L2	95.60	N63° 02' 14.86"E	(1435636.7790/3190301.8690)	(1435680.1250/3190387.0780)
L3	457.26	N63° 13' 57.09"E	(1435680.1250/3190387.0780)	(1435886.0594/3190795.3345)
L4	55.00	S63° 55' 35.39"E	(1435891.1792/3191640.7344)	(1435867.0042/3191690.1396)
L5	7.77	S32° 52' 46.34"E	(1436249.3006/3190812.3230)	(1436242.7724/3190816.5429)
L6	15.79	S8° 00' 27.73"E	(1436026.8634/3190897.0260)	(1436011.2312/3190899.2251)
L7	213.98	S16° 37' 25.79"E	(1435923.1628/3190918.4525)	(1435718.1298/3190979.6683)
L8	51.46	S26° 21' 56.70"E	(1435755.1350/3190535.7823)	(1435709.0262/3190558.6366)
L9	84.57	S45° 49' 41.69"E	(1435681.7107/3190578.5532)	(1435622.7810/3190639.2118)
L10	13.11	N17° 40' 13.86"E	(1435671.7199/3190603.8197)	(1435684.2107/3190607.7990)
L11	91.04	N64° 18' 55.01"E	(1435711.1049/3190631.1719)	(1435750.5618/3190713.2131)
L12	143.39	N79° 46' 33.78"E	(1435782.4894/3190811.7433)	(1435807.9401/3190952.8540)
L13	161.95	N69° 24' 05.40"E	(1435807.9401/3190952.8540)	(1435864.9163/3191104.4488)
L14	61.54	N7° 27' 51.13"E	(1435331.1860/3190241.6170)	(1435392.2010/3190249.6110)
L15	38.99	N7° 37' 24.53"E	(1435392.2010/3190249.6110)	(1435430.8500/3190254.7840)
L16	99.52	N15° 22' 39.87"E	(1435430.8500/3190254.7840)	(1435526.8112/3190281.1760)
L17	178.62	N62° 44' 13.13"E	(1435589.8190/3190331.3468)	(1435671.6403/3190490.1240)
L18	100.87	N67° 04' 15.18"E	(1435671.6403/3190490.1240)	(1435710.9384/3190583.0239)
L19	92.62	N63° 11' 17.29"E	(1435710.9384/3190583.0239)	(1435752.7144/3190665.6838)
L20	105.63	N71° 14' 29.64"E	(1435807.1048/3190795.1673)	(1435841.0740/3190895.1891)

Curve Table: Alignments					
Curve #	Radius	Length	Chord Direction	Start Point (N/E)	End Point (N/E)
C1	950.00	876.14	N89° 39' 10.85"E	(1435886.0594,3190795.3345)	(1435891.1792,3191640.7344)
C2	535.00	232.24	S20° 26' 37.04"E	(1436242.7724,3190816.5429)	(1436026.8634,3190897.0260)
C3	600.00	90.23	S12° 18' 56.76"E	(1436011.2312,3190899.2251)	(1435923.1628,3190918.4525)
C4	100.00	33.97	S36° 05' 49.20"E	(1435709.0262,3190558.6366)	(1435681.7107,3190578.5532)
C5	45.00	36.63	N40° 59' 34.44"E	(1435684.2107,3190607.7990)	(1435711.1049,3190631.1719)
C6	385.00	103.89	N72° 02' 44.40"E	(1435750.5618,3190713.2131)	(1435782.4894,3190811.7433)
C7	100.00	82.90	N38° 31' 44.46"E	(1435526.8112,3190281.1760)	(1435589.8190,3190331.3468)
C8	1000.00	140.56	N67° 12' 53.46"E	(1435752.7144,3190665.6838)	(1435807.1048,3190795.1673)



**3/26/2024**

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**CAPITAL IMPROVEMENTS PROGRAM**  
**NORTH GATE & STRUTHERS**  
**HORIZONTAL CONTROL PLAN**

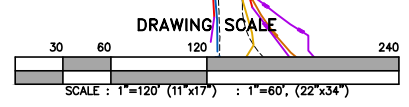
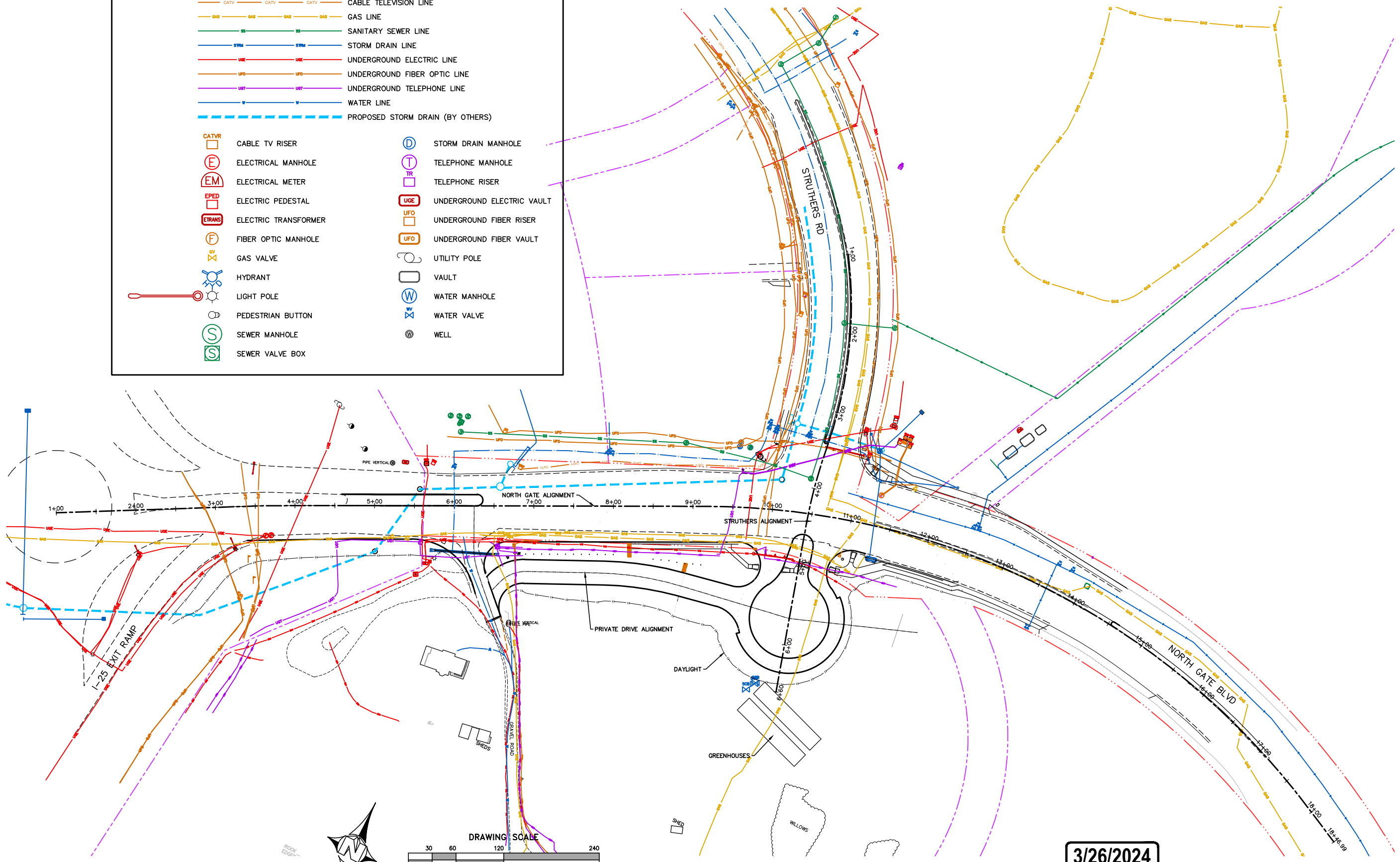
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### UTILITY LEGEND

	CABLE TELEVISION LINE		STORM DRAIN MANHOLE
	GAS LINE		TELEPHONE MANHOLE
	SANITARY SEWER LINE		TELEPHONE RISER
	STORM DRAIN LINE		UNDERGROUND ELECTRIC VAULT
	UNDERGROUND ELECTRIC LINE		UNDERGROUND FIBER RISER
	UNDERGROUND FIBER OPTIC LINE		UNDERGROUND FIBER VAULT
	UNDERGROUND TELEPHONE LINE		UTILITY POLE
	WATER LINE		VAULT
	PROPOSED STORM DRAIN (BY OTHERS)		WATER MANHOLE
	CABLE TV RISER		WATER VALVE
	ELECTRICAL MANHOLE		WELL
	ELECTRICAL METER		
	ELECTRIC PEDESTAL		
	ELECTRIC TRANSFORMER		
	FIBER OPTIC MANHOLE		
	GAS VALVE		
	HYDRANT		
	LIGHT POLE		
	PEDESTRIAN BUTTON		
	SEWER MANHOLE		
	SEWER VALVE BOX		



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**CAPITAL IMPROVEMENTS PROGRAM**  
**NORTH GATE & STRUTHERS**  
**UTILITY PLAN**

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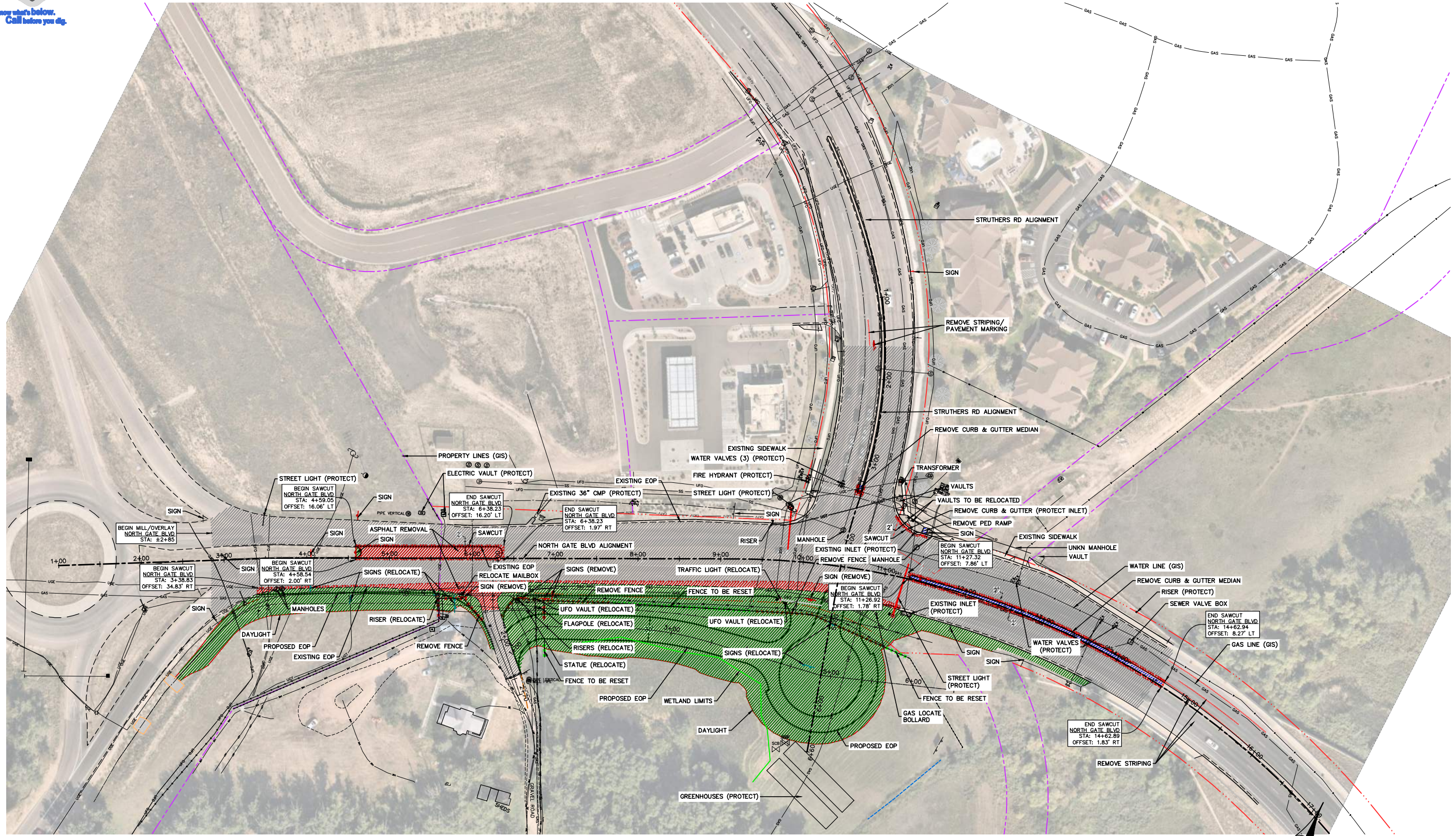
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- |  |                             |  |                           |
|--|-----------------------------|--|---------------------------|
|  | ASPHALT MILLING AND OVERLAY |  | CURB & GUTTER REMOVAL     |
|  | ASPHALT REMOVAL             |  | FENCE REMOVAL             |
|  | CONCRETE FLATWORK REMOVAL   |  | FENCE RESET               |
|  | CLEARING & GRUBBING         |  | PAVEMENT STRIPING REMOVAL |

**3/26/2024**

**DRAWING SCALE**

SCALE : 1"=120' (11"x17') : 1"=60', (22"x34')

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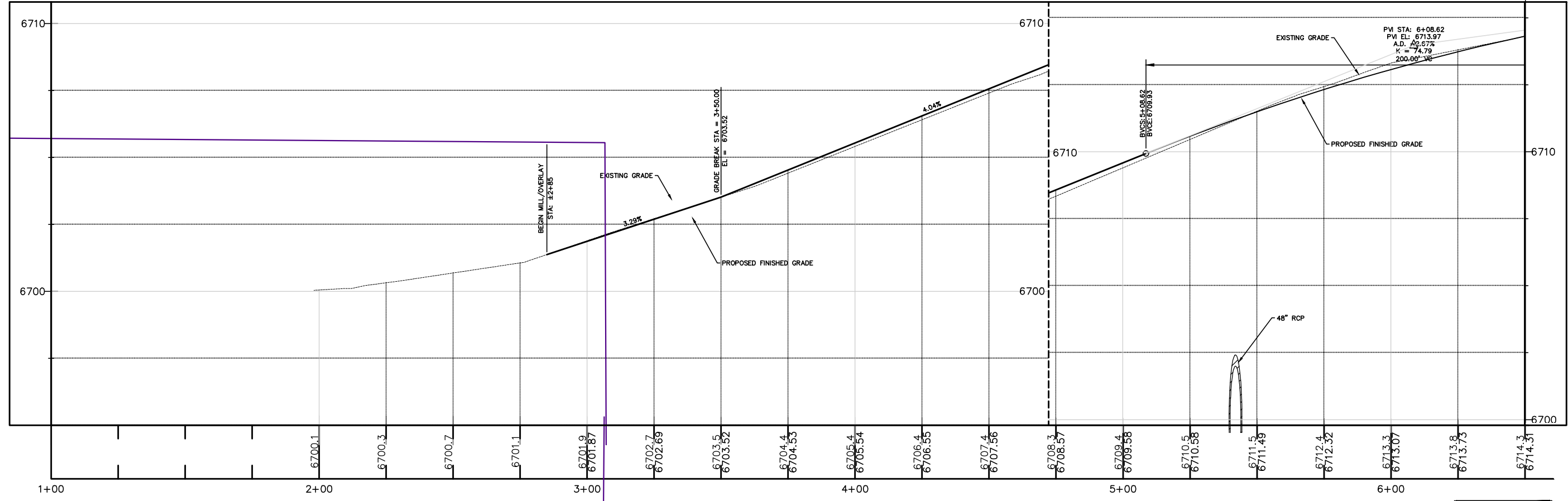
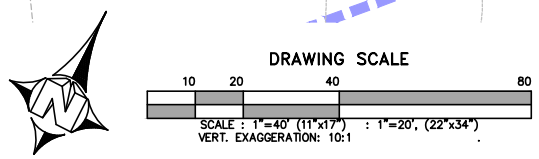
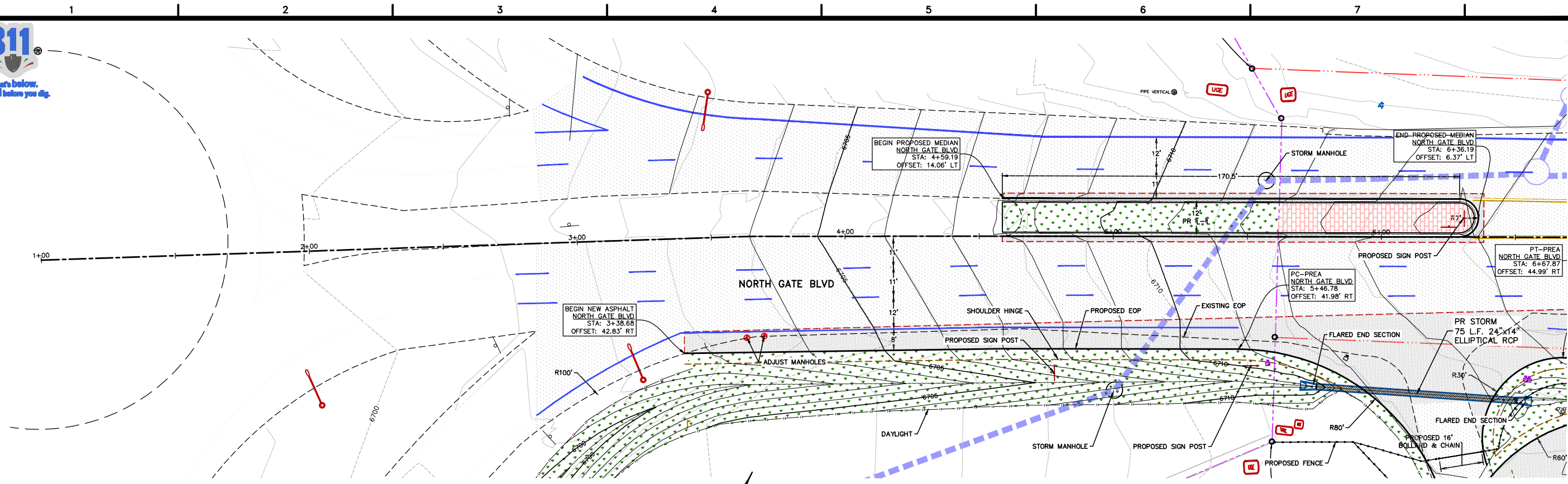
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**CAPITAL IMPROVEMENTS PROGRAM  
 NORTH GATE & STRUTHERS  
 DEMOLITION PLAN  
 UTILITY PLAN**

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**CAPITAL IMPROVEMENTS PROGRAM**  
**NORTH GATE & STRUTHERS**  
**NORTH GATE BLVD**  
**PLAN & PROFILE**

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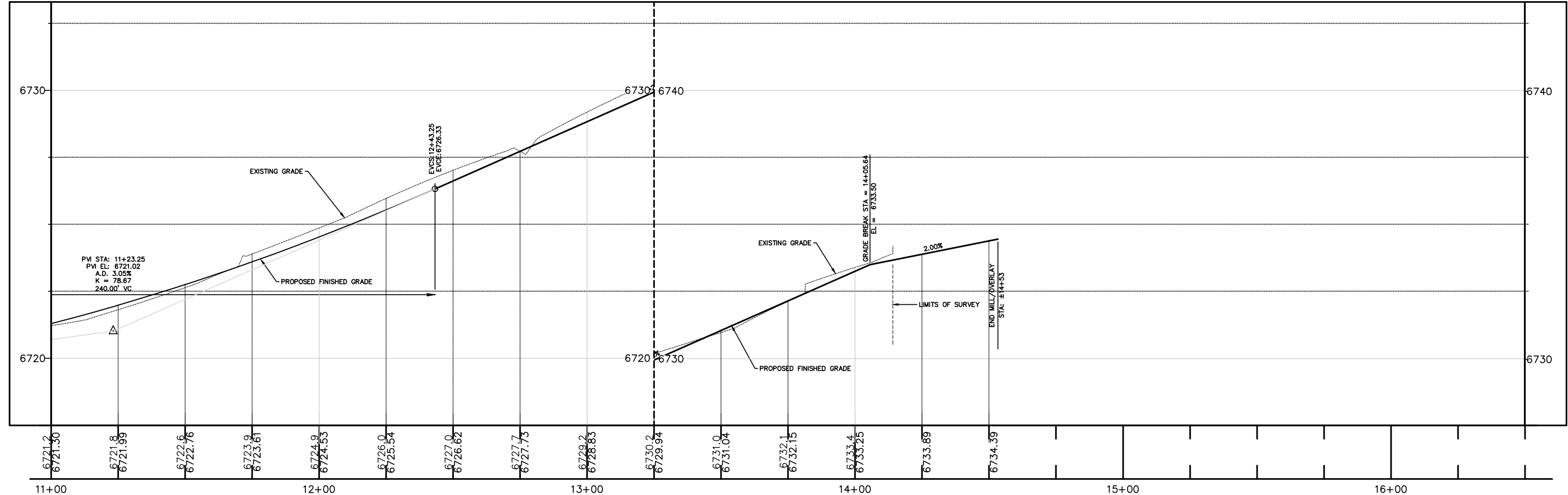
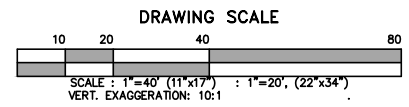
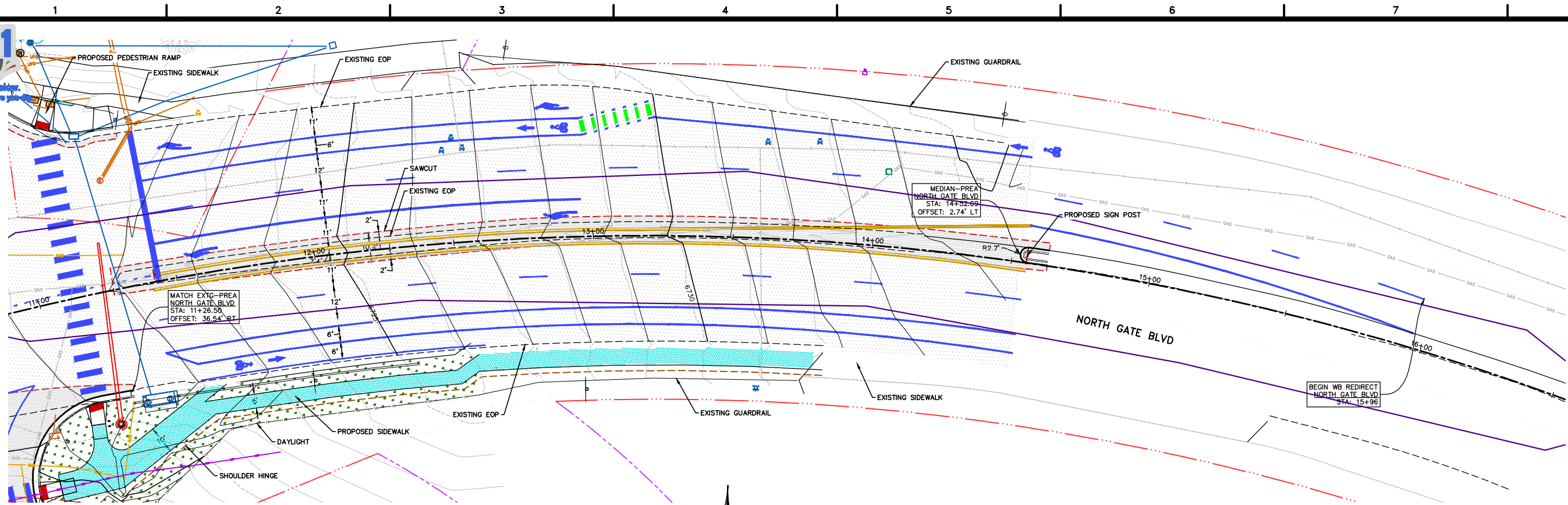
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**CAPITAL IMPROVEMENTS PROGRAM**  
**NORTH GATE & STRUTHERS**  
**NORTH GATE BLVD**  
**PLAN & PROFILE**

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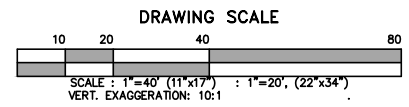
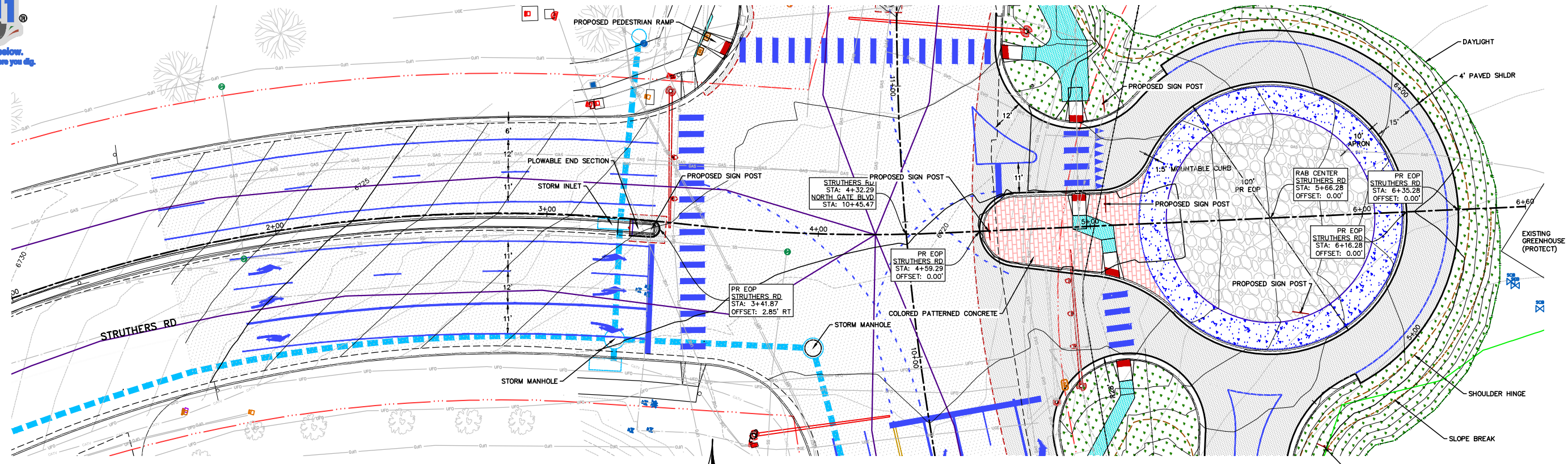
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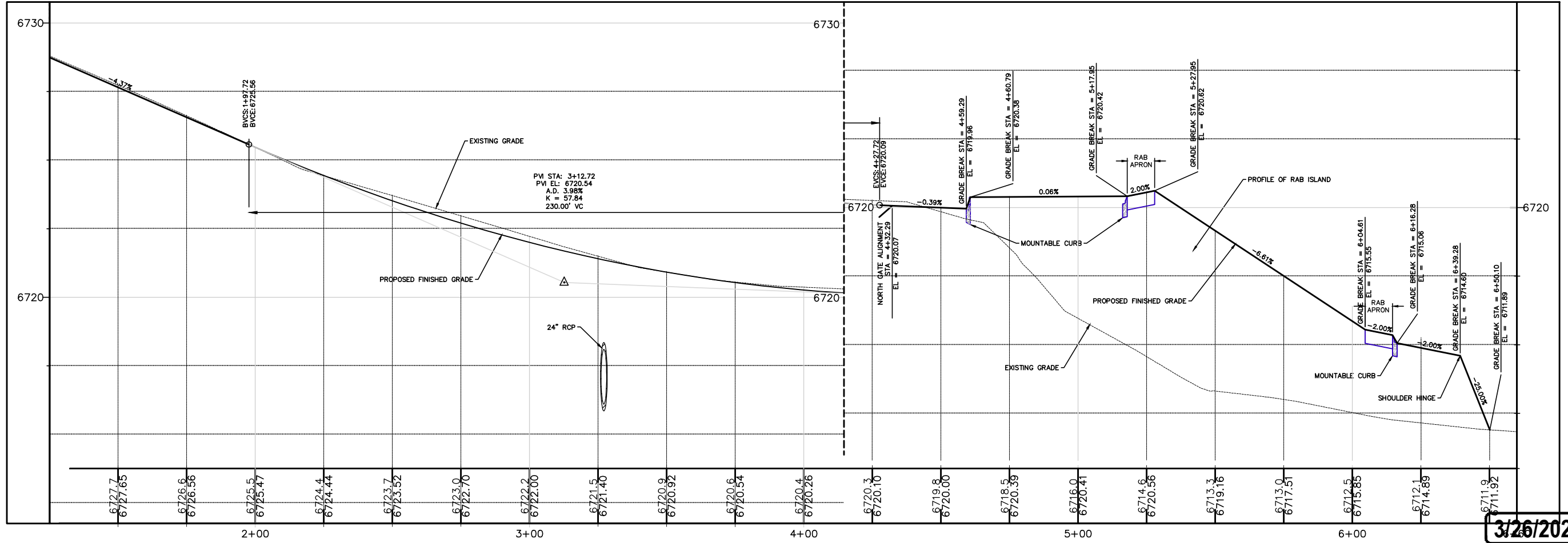




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				2023-410

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**CAPITAL IMPROVEMENTS PROGRAM**  
**NORTH GATE & STRUTHERS**  
**STRUTHERS RD**  
**PLAN & PROFILE**

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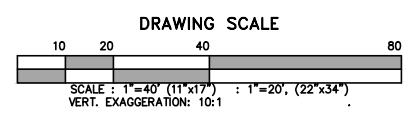
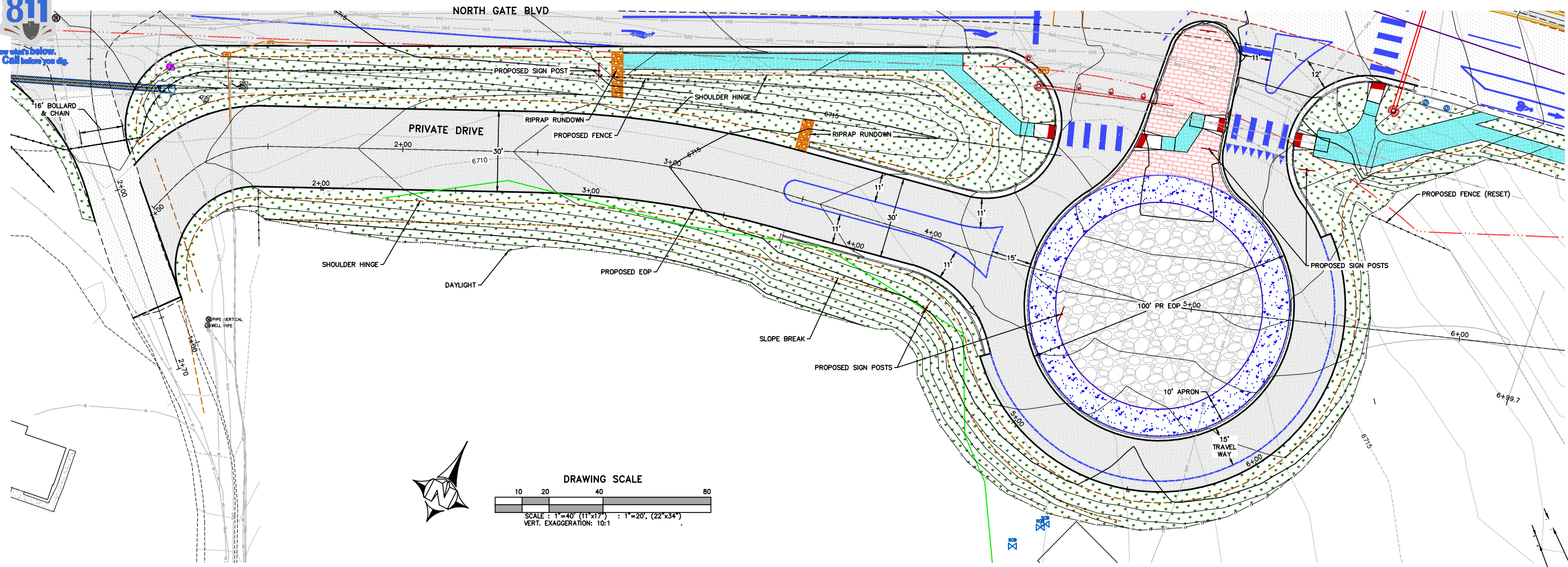
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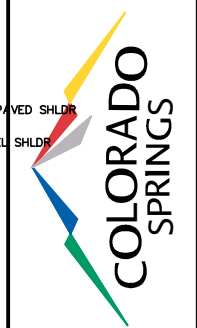




Know what's below. Call before you dig.

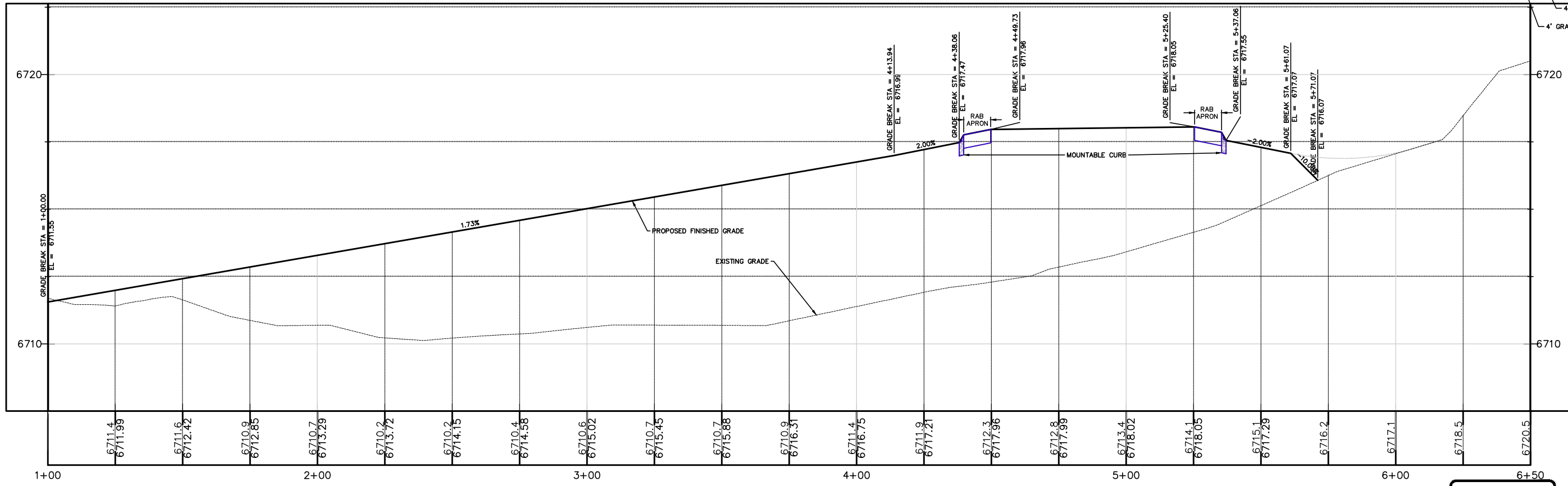


VERIFY SCALES  
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IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY



**CAPITAL IMPROVEMENTS PROGRAM**  
**NORTH GATE & STRUTHERS**  
**PRIVATE DRIVE**  
**PLAN & PROFILE**

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**14**  
141 1 OF 1



**3/26/2024**

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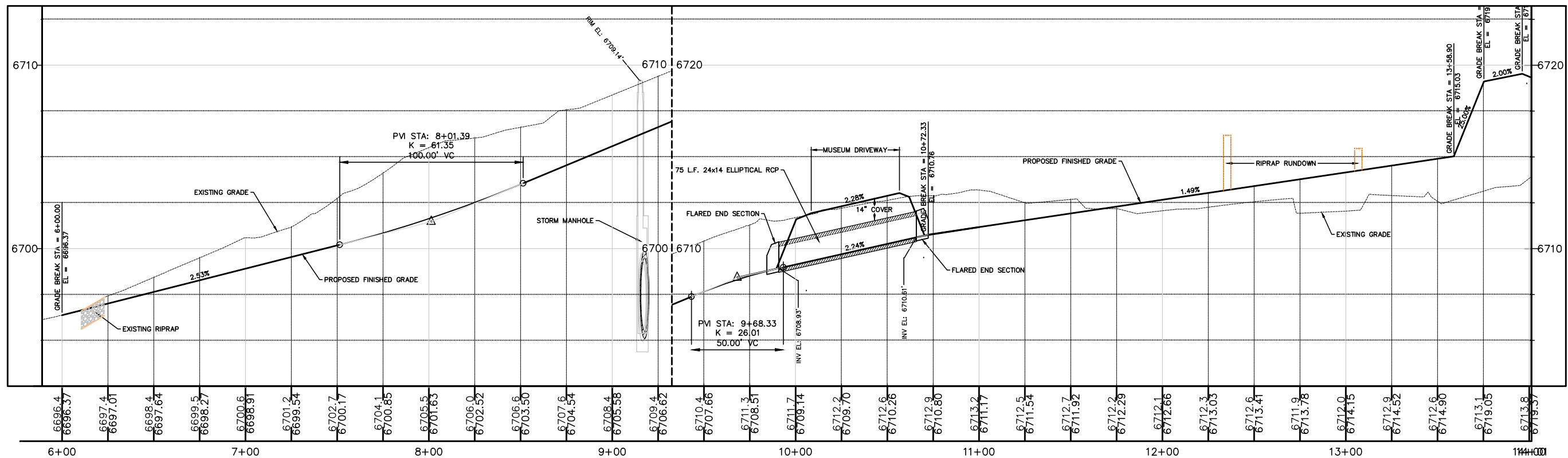
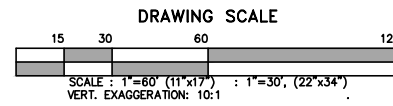
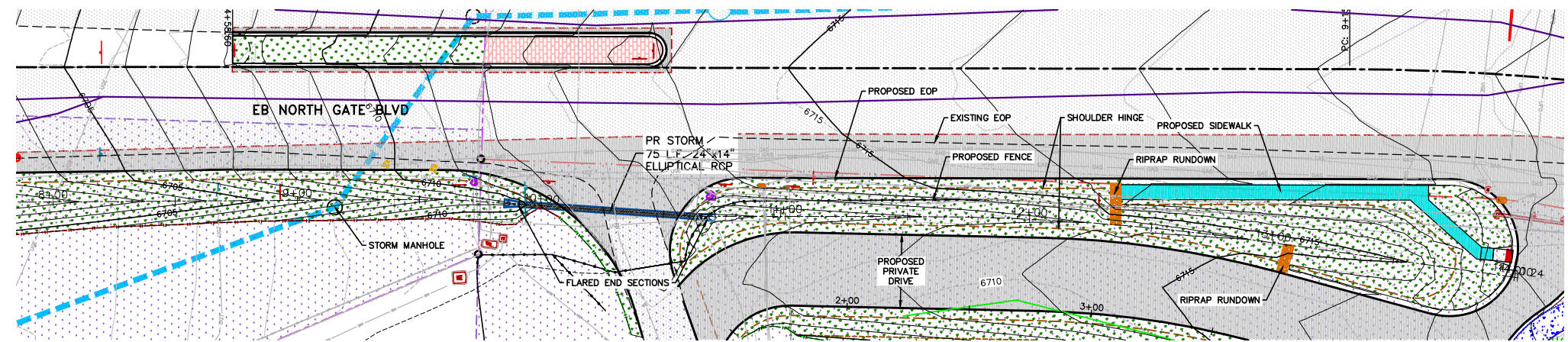
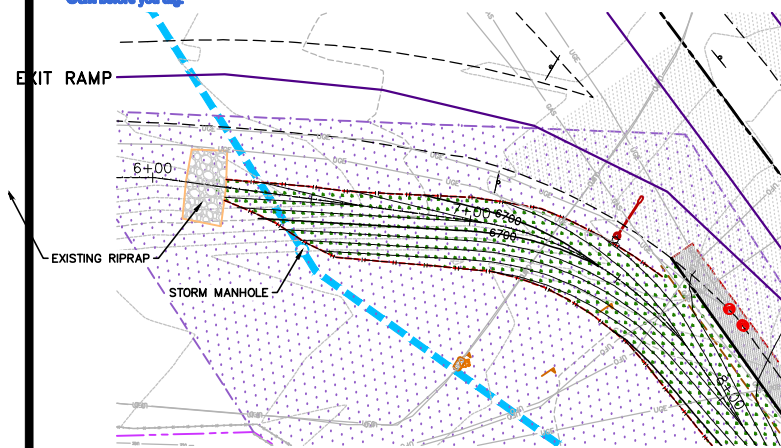
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DESIGNED BY	RP	
DRAWN BY	KWD	
CHECKED BY		
PROJECT NUMBER		2023-410

REV. No.	REVISION	BY	DATE







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R24-070MZ

**3/26/2024**

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DESIGNED BY			
DRAWN BY			
CHECKED BY			
PROJECT NUMBER	2023-410		

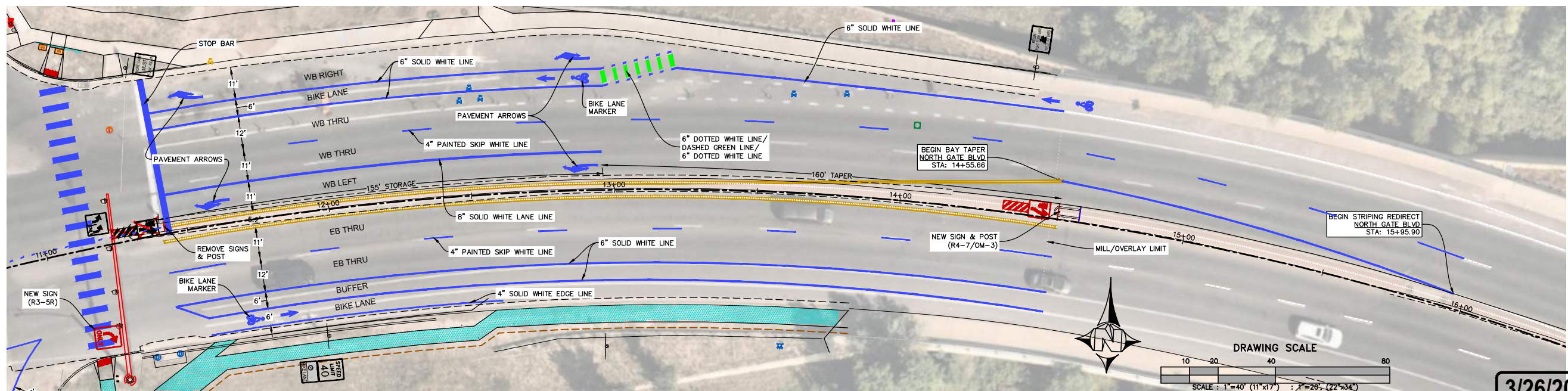
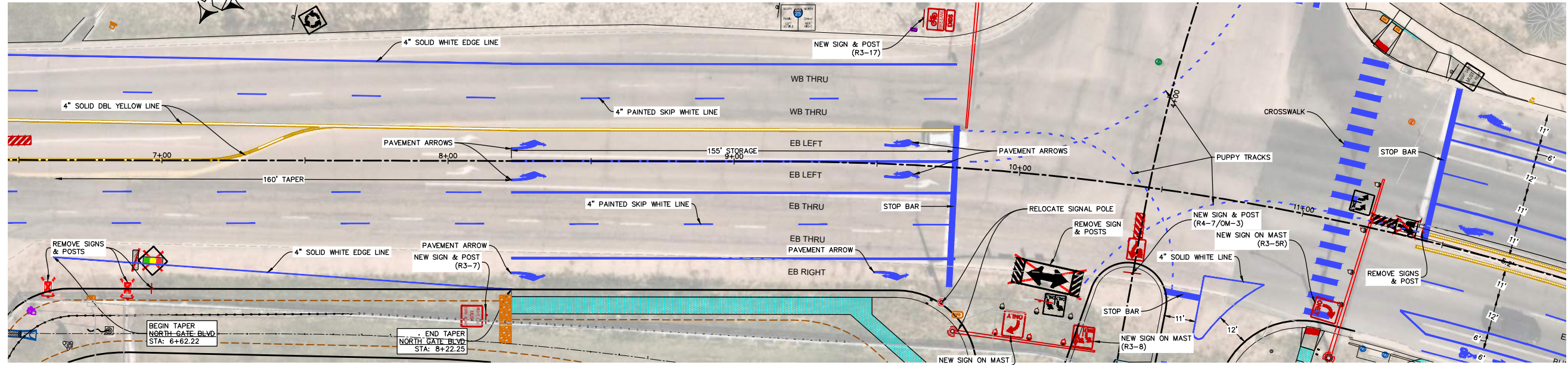
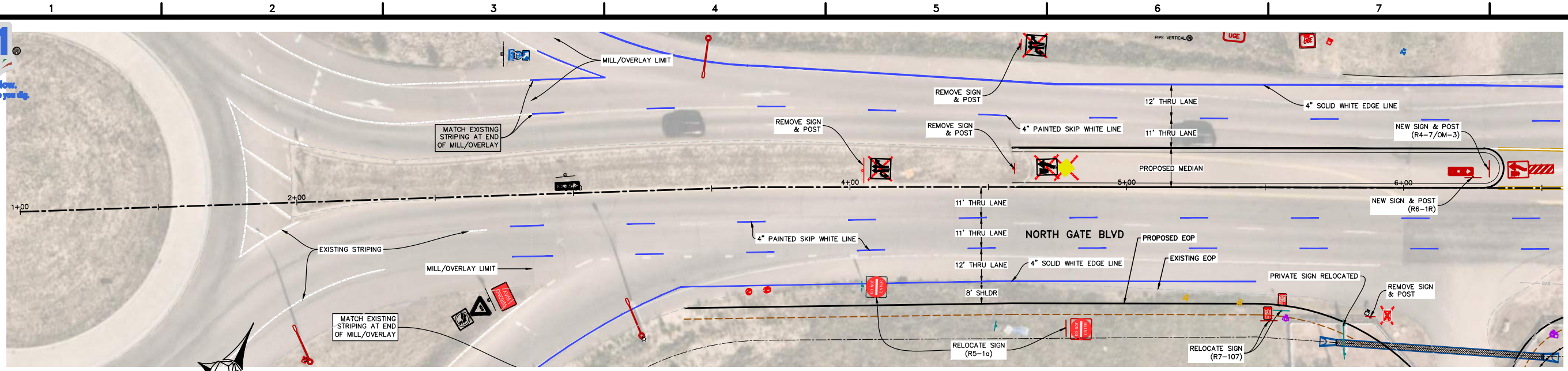
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**CAPITAL IMPROVEMENTS PROGRAM**  
**NORTH GATE & STRUTHERS**  
**MUSEUM DRIVEWAY PIPE/ DITCH PLAN & PROFILE**

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	143 1 OF 1





PROJECT MANAGER	DESIGNED BY	DRAWN BY	CHECKED BY	PROJECT NUMBER
RP	RP	KWD		2023-410

VERIFY SCALES  
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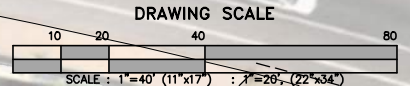
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**NORTH GATE BLVD**  
**SIGNING & STRIPING PLAN**

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 144 1 OF 2

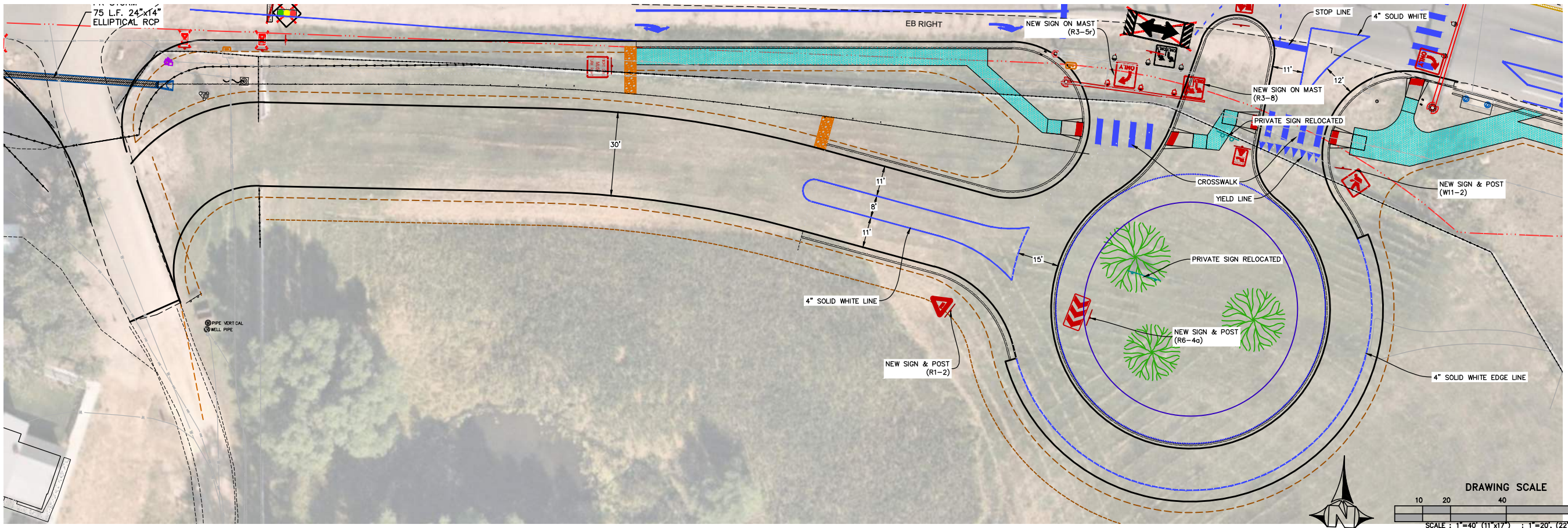
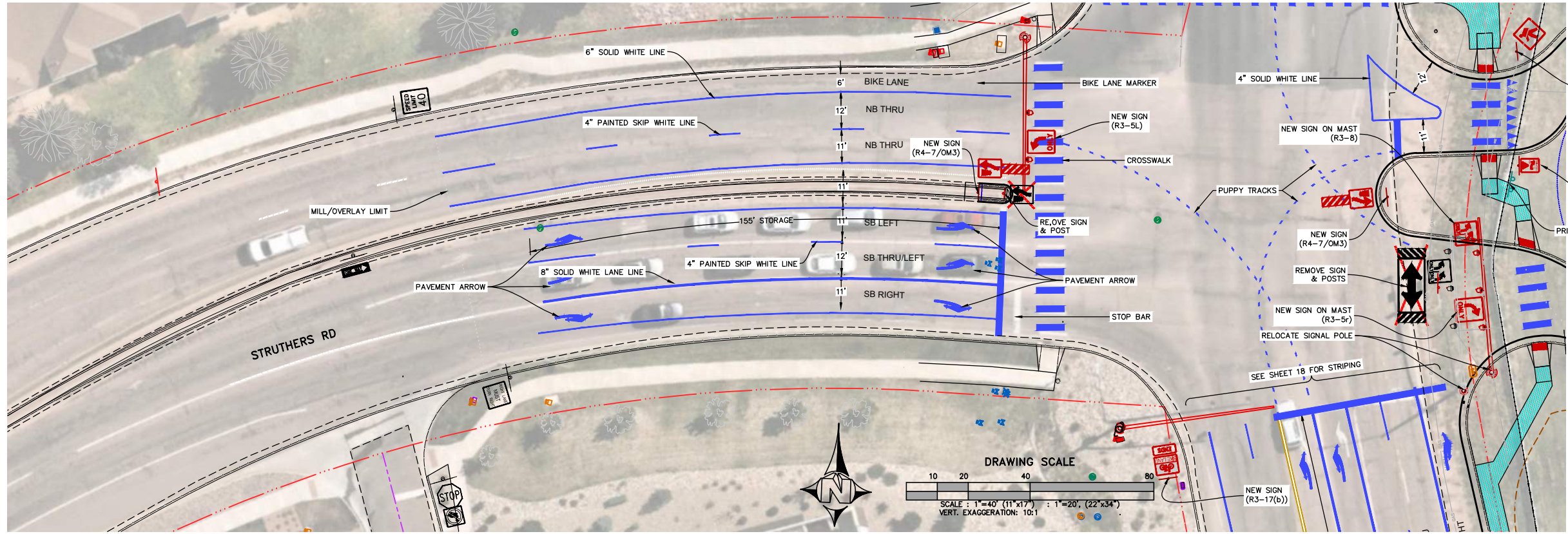
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REV. No.	REVISION	BY	DATE

PROJECT MANAGER	RP
DESIGNED BY	RP
DRAWN BY	KWD
CHECKED BY	
PROJECT NUMBER	2023-410



**CAPITAL IMPROVEMENTS PROGRAM**  
**NORTH GATE & STRUTHERS**  
**STRUTHERS RD**  
**SIGNING & STRIPING PLAN**

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	145 2 OF 2

**3/26/2024**

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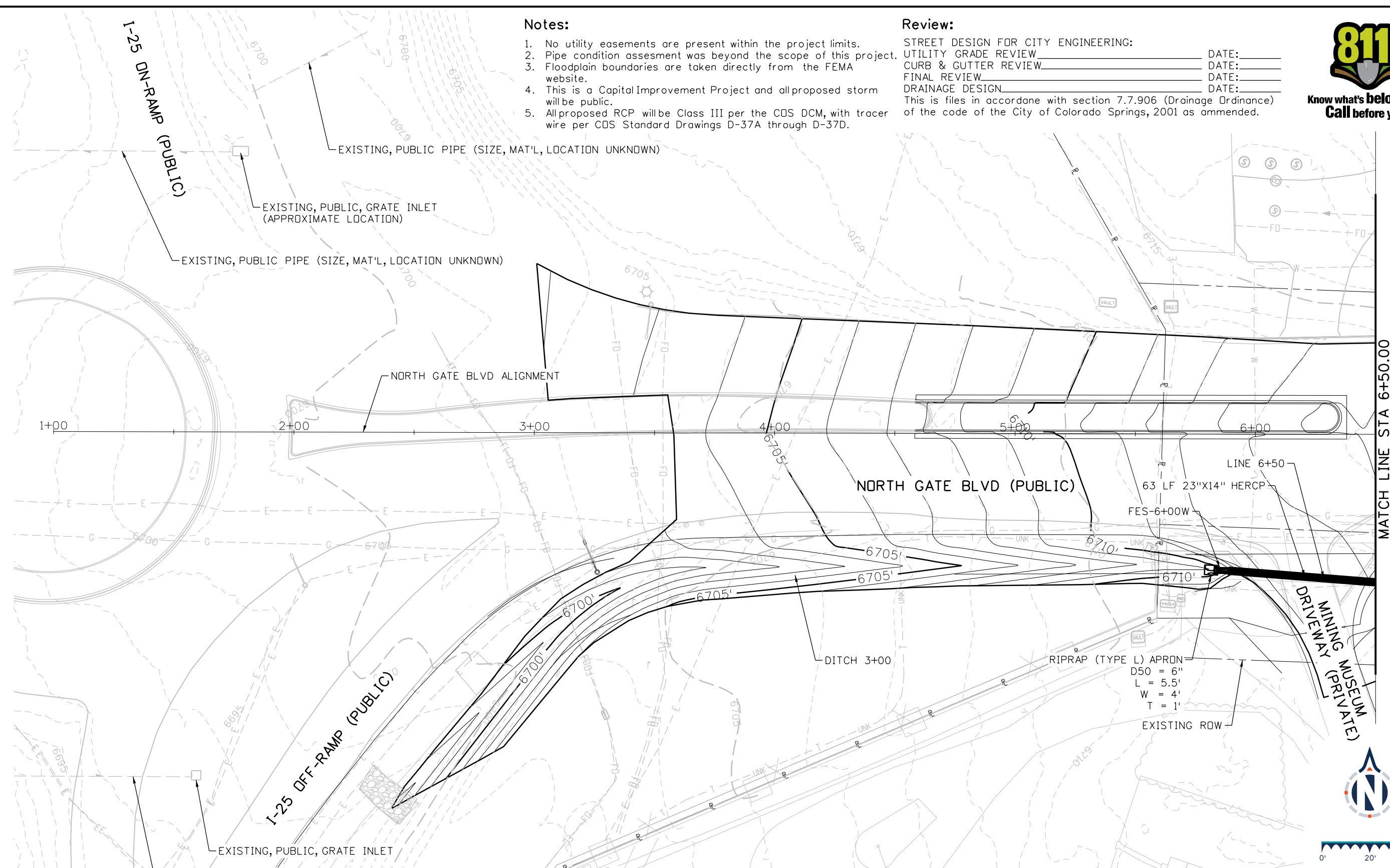


**Notes:**

1. No utility easements are present within the project limits.
2. Pipe condition assesment was beyond the scope of this project.
3. Floodplain boundaries are taken directly from the FEMA website.
4. This is a Capital Improvement Project and all proposed storm will be public.
5. All proposed RCP will be Class III per the CDS DCM, with tracer wire per CDS Standard Drawings D-37A through D-37D.

**Review:**

STREET DESIGN FOR CITY ENGINEERING:  
 UTILITY GRADE REVIEW \_\_\_\_\_ DATE: \_\_\_\_\_  
 CURB & GUTTER REVIEW \_\_\_\_\_ DATE: \_\_\_\_\_  
 FINAL REVIEW \_\_\_\_\_ DATE: \_\_\_\_\_  
 DRAINAGE DESIGN \_\_\_\_\_ DATE: \_\_\_\_\_  
 This is files in accordance with section 7.7.906 (Drainage Ordinance) of the code of the City of Colorado Springs, 2001 as ammended.



MATCH LINE STA 6+50.00



**Sheet Revisions**

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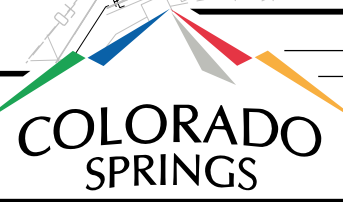
**North Gate Boulevard**

**DRAINAGE PLAN**

DRN 1 of 4  
 Sheet Number

**BASIS PARTNERS**  
 Basis Partners  
 25 N Spruce Street, Suite 310  
 Colorado Springs, CO 80905  
 Tel: 719-299-5077, basisp.com

Detailer: LAF Print Date: 3/19/2024  
 Designer: LAF Horiz. Scale: 1"=40'  
 Reviewer: JSR Vert. Scale: N/A

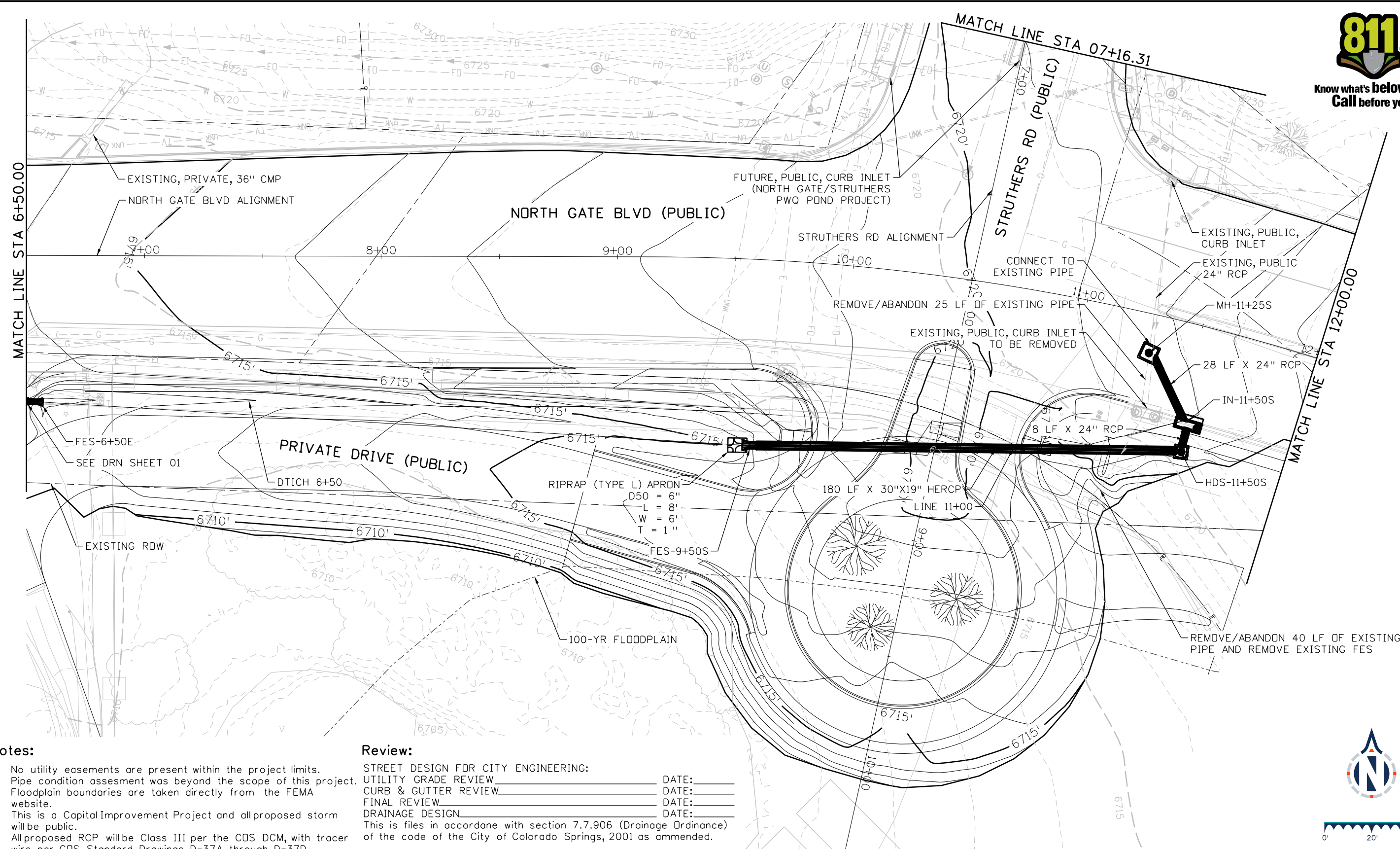


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Sheet Revisions

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North Gate Boulevard

DRAINAGE PLAN

DRN 2 of 4  
 Sheet Number

**BASIS PARTNERS**  
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 Colorado Springs, CO 80905  
 Tel: 719-299-5077, basisp.com

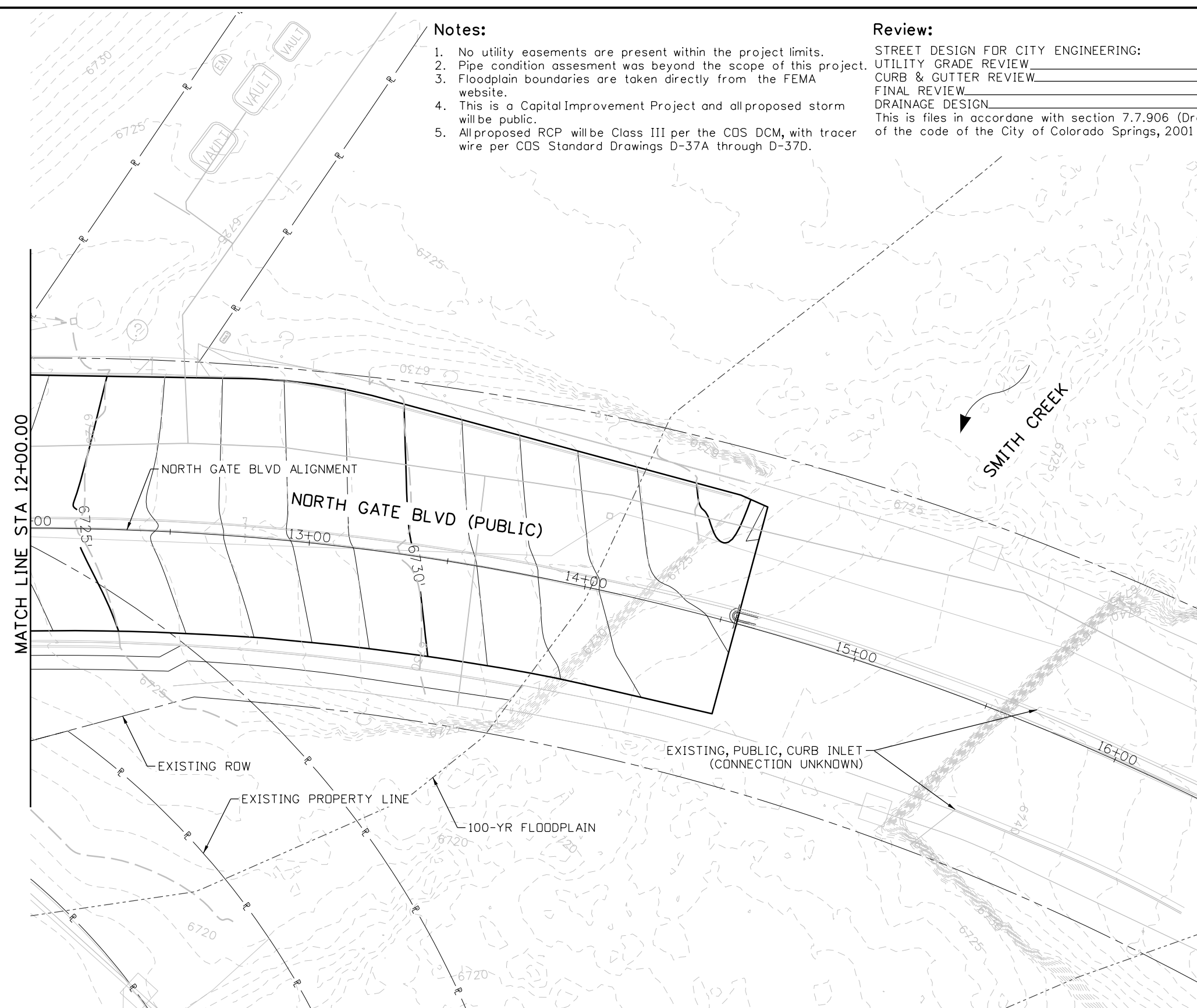
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 Reviewer: JSR Vert. Scale: N/A



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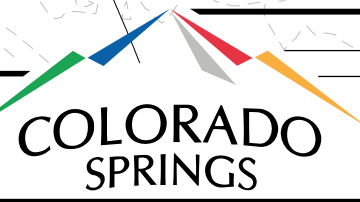
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Detailer: LAF    Print Date: 3/19/2024  
 Designer: LAF    Horiz. Scale: 1"=40'  
 Reviewer: JSR    Vert. Scale: N/A



Sheet Revisions		
Date	Comments	Init

North Gate Boulevard	
DRAINAGE PLAN	DRN    3 of 4
Sheet Number	

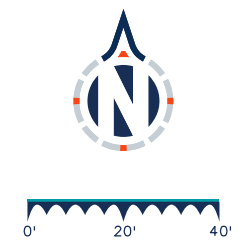
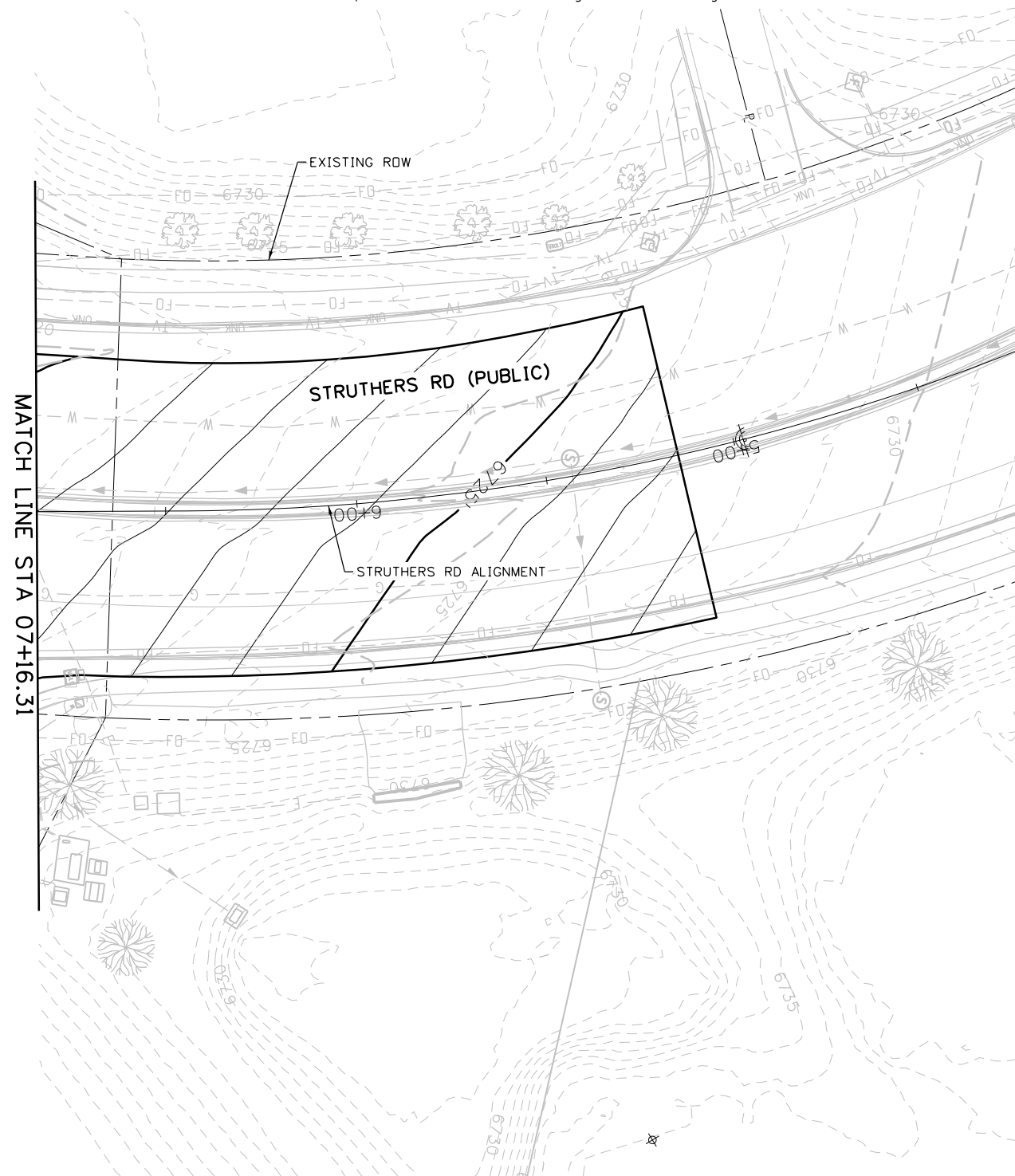
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Detailer: LAF	Print Date: 3/19/2024
Designer: LAF	Horiz. Scale: 1"=40'
Reviewer: JSR	Vert. Scale: N/A



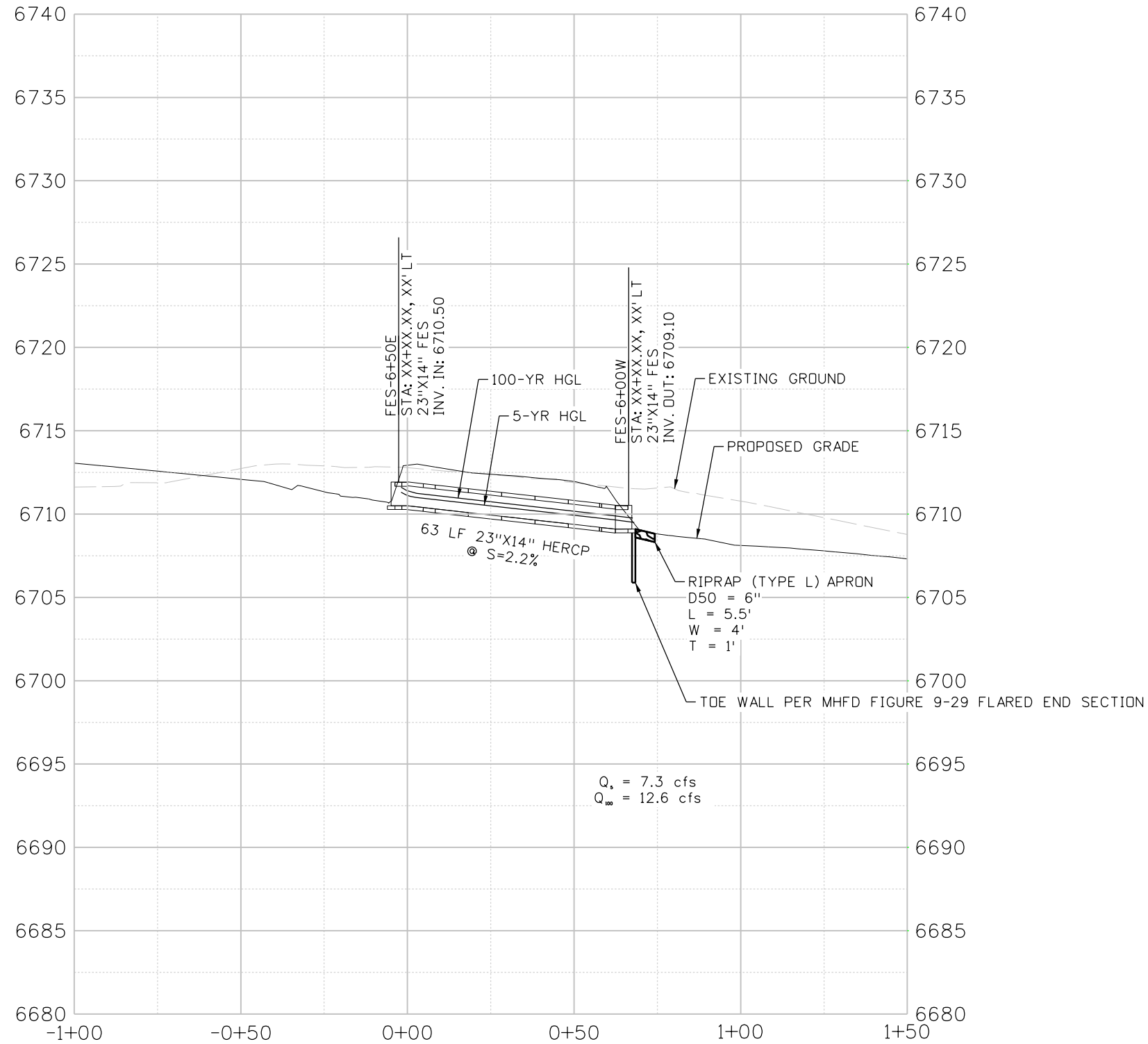
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North Gate Boulevard	
DRAINAGE PLAN	DRN 4 of 4
Sheet Number	

**60% DESIGN - NOT FOR CONSTRUCTION**

**Notes:**

1. Utilities will be shown in a later submittal.
2. Flow rates for the 2-yr event are included only for storm lines that are to be treated by a hydrodynamic separator for sizing purposes.
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LINE 6+50

**Sheet Revisions**

Date	Comments	Init

**North Gate Boulevard**

**DRAINAGE PROFILE  
LINE 6+50**

DRN	1 of 2
Sheet Number	

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 Colorado Springs, CO 80905  
 Tel: 719-299-5077, basisp.com

Detailer: LAF	Print Date: 3/19/2024
Designer: LAF	Horiz. Scale: 1"=40'
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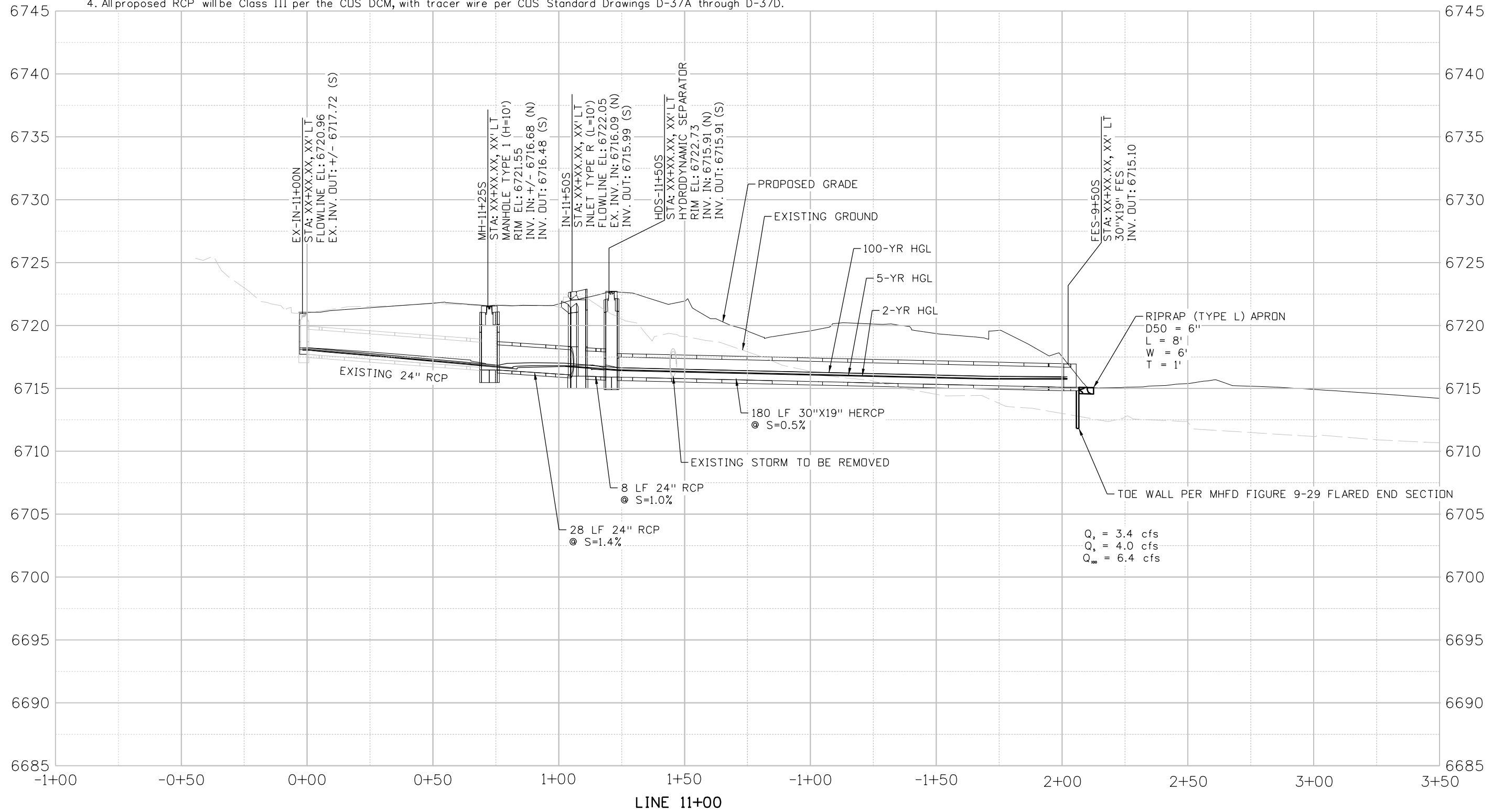


**60% DESIGN - NOT FOR CONSTRUCTION**



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Detailer: LAF	Print Date: 3/19/2024
Designer: LAF	Horiz. Scale: 1"=40'
Reviewer: JSR	Vert. Scale: 1"=5'



Sheet Revisions		
Date	Comments	Init

North Gate Boulevard	
DRAINAGE PROFILE LINE 11+00	DRN 2 of 2
Sheet Number	



**PROJECT OVERVIEW**

1. Project Timeline:
  - A. Anticipated State Date: Summer 2024
  - B. Anticipated Completion Date: Summer 2024
  - C. Expected Final Stabilization Date: End of 2024
2. Receiving Water:
  - A. Outfall Location: Smith Creek
  - B. Names of receiving water(s) on site: Smith Creek
  - C. Ultimate Receiving Water: Monument Creek
  - D. Distance nearest open channel is from project: Approximately 300 feet south
3. Limits of Disturbance: 4.4 acres

**PROJECT GRADING AND EROSION CONTROL NOTES**

1. Stockpile location is to be determined by contractor and must not result in additional land disturbance.
2. Concrete washout location and type of lining are to be determined by the contractor and must be placed a minimum of 50 feet away from State Waters.
3. Staging area location is to be determined by the contractor.
4. Vehicle tracking/stabilized construction entrance/exit locations are to be determined by the contractor and are to be located at all points where vehicles enter/exit the construction site to adjacent roadway.
5. Sweeping (Pickup Broom) is to occur as deemed necessary by the contractor to collect and remove visible sediment tracked outside of construction entrances and to prevent sediment transport downstream.
6. There are no geologic hazards within the Project area and a geologic hazard study was not completed.
7. This is a capital project and streamside and hillside overlays do not need to be shown.
8. This is a capital project and a cost estimate is not required.
9. Batch plants or mix stations will not be utilized for this project.
10. The seed mix shall follow the requirements of Table 5-1 of the City of Colorado Springs Stormwater Construction Manual.
11. The majority of the project is located within a FEMA Zone X area. A portion of the proposed roundabout is located within a FEMA Zone A area.
12. Erosion control blanket is to be used to line proposed ditches.
13. There are no known easements within the project limits.

**QUANTITIES**

ITEM LIST	ITEM DESCRIPTION	PAY UNIT	INITIAL	FINAL	*TOTAL
100-30010	Erosion Control Supervisor	LS	0.5	0.5	1
901-00003	Rock Socks	LF	100	0	110
901-00005	Sediment Control Log	LF	100	0	130
901-00020	Silt Fence	LF	573	0	630
901-00045	Concrete Washout Structure	EA	2	0	2
901-00051	Inlet Protection (On-grade) IP-1	EA	4	0	4
901-00052	Inlet Protection (Sump Inlet) IP-2	EA	2	0	2
901-00070	Vehicle Tracking Control	EA	2	0	2
901-01622	Sweeping (Pickup Broom)	HR	10	10	20
902-00006	Seeding (Native) with Soil Preparation	AC	0	0.7	1
903-00003	Mulching (Weed Free)	AC	0	0.7	1
903-00061	Mulch Tackifier	LB	0	68	74
906-00001	Erosion Control Blanket	SY	0	1869	2056

\*All items except those with Pay Unit of "Each" or "LS" have a 10% increase added for unforeseen circumstances and replacement, with the exception of Sediment Control Logs, which have a 30% increase.

**Sheet Revisions**

Date	Comments	Init

**North Gate Boulevard**

**GRADING AND EROSION CONTROL PLAN NOTES**

GEC	1 of 2
Sheet Number	

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 25 N Spruce Street, Suite 310  
 Colorado Springs, CO 80905  
 Tel: 719-299-5077, basisp.com

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 Designer: LAF    Horiz. Scale: N/A  
 Reviewer: JSR    Vert. Scale: N/A



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### STANDARD GRADING AND EROSION CONTROL NOTES

- No clearing, grading, excavation, or other land disturbing activities shall be allowed (except for work directly related to the installation of Initial Control Measures) until a City GEC Permit has been issued.
- All land disturbing activities must be performed in accordance with and the approved GEC Plan and CSWMP.
- Initial Control Measures shall be installed and inspected prior to any land disturbance activities taking place. An initial site inspection will not be scheduled until a City GEC Permit has been "conditionally approved." Call City Stormwater Inspections, 385-5980, at least 48 hours prior to construction to schedule an initial inspection and obtain full permit approval.
- Individuals shall comply with the "Colorado Water Quality Control Act" (Title 25, Article 8, CRS) and the "Clean Water Act" (33 USC 1344), including regulations promulgated and certifications or permits issued, in addition to the requirements included in the City's MS4 Permit, Stormwater Construction Manual. 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.
- Stormwater discharges from construction sites shall not cause or threaten to cause pollution, contamination, or degradation of State Waters.
- All Construction Control Measures shall be maintained until permanent stabilization measures are implemented. Temporary Construction Control Measures must be removed prior to permit closeout.
- Concrete wash water shall not be discharged to or allowed to runoff to State Waters or any surface or subsurface storm drainage system or facilities.
- Building, construction, excavation, or other waste materials shall not be temporarily placed or stored in the street, alley, or other public way, unless in accordance with an approved Traffic Control Plan. Construction Control Measures may be required by the GEC Inspector if deemed necessary based on specific conditions and circumstances (e.g., estimated time of exposure, season of the year, etc.).
- All wastes composed of building materials must be removed from the construction site for disposal in accordance with local and state regulatory requirements. No building material wastes or unused building materials shall be buried, dumped, or discharged at the site.
- The permittee shall be responsible for the removal of all construction debris, dirt, trash, rock, sediment, and sand that may accumulate in the storm sewer or other drainage conveyance system as a result of construction activities.
- The quantity of materials stored on the project site shall be limited, as much as practical, to that quantity required to perform the work in an orderly sequence. All materials stored on-site shall be stored in a neat, orderly manner, in their original containers, with original manufacturer's labels. Materials shall not be stored in a location where they may be carried by stormwater runoff into the storm sewer system at any time.
- Spill prevention and containment measures shall be used at all storage, equipment fueling, and equipment servicing areas so as to contain all spills and prevent any spilled material from entering the MS4, including any surface or subsurface storm drainage system or facility. Bulk storage structures for petroleum products and other chemicals shall have secondary containment or equivalent adequate protection. 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.
- Sediment (mud and dirt) transported onto a public road, regardless of the size of the site, shall be cleaned as soon as possible after discovery.
- No chemicals are to be added to the discharge unless permission for the use of a specific chemical is granted by the State. In granting the use of such chemicals, special conditions and monitoring may be required.
- Control Measures for all slopes, channels, ditches, or any disturbed land area shall be completed within fourteen (14) calendar days after final grading or final land disturbance has been completed. Disturbed areas which are not at final grade but will remain dormant for longer than fourteen (14) days shall be roughened, mulched, tackified, or stabilized with tarps within fourteen (14) days after interim grading. An area that is going to remain in an interim state for more than sixty (60) days shall also be seeded, unless an alternative stabilization measure is accepted at the inspector's discretion. All temporary Construction Control Measures shall be maintained until final stabilization is achieved.
- The GEC Plan will be subject to re-review and re-acceptance by the Stormwater Enterprise should any of the following occur: grading does not commence within twelve (12) months of the City's acceptance of the plan, the construction site is idle for twelve (12) consecutive months, a change in property ownership occurs, the planned development changes, or any other major modifications are proposed as defined in the Stormwater Construction Manual.
- It is not permissible for any person to modify the grade of the earth on any utility easement or utility right-of-way without written approval from the utility owner. City acceptance of the GEC Plan and CSWMP does not satisfy this requirement. The plan shall not increase or divert water towards utility facilities. Any changes to existing utility facilities to accommodate the plan must be approved by the affected utility owner prior to implementing the plan. The cost to relocate or protect existing utilities or to provide interim access shall be at the applicant's expense.
- Applicant represents and warrants that they have the legal authority to grade and/or construct improvements on adjacent property. The City has not reviewed the developer's authority to modify adjacent property. An approved GEC Permit does not provide approval for the Applicant to perform work on adjacent property.

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**BASIS PARTNERS**  
 Basis Partners  
 25 N Spruce Street, Suite 310  
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 Tel: 719-299-5077, basisp.com

Detailer: LAF    Print Date: 3/19/2024  
 Designer: CDS    Horiz. Scale: N/A  
 Reviewer: JSR    Vert. Scale: N/A



#### Sheet Revisions

Date	Comments	Init

#### North Gate Boulevard

GRADING AND EROSION CONTROL PLAN  
 NOTES

GEC                      2 of 2  
 Sheet Number

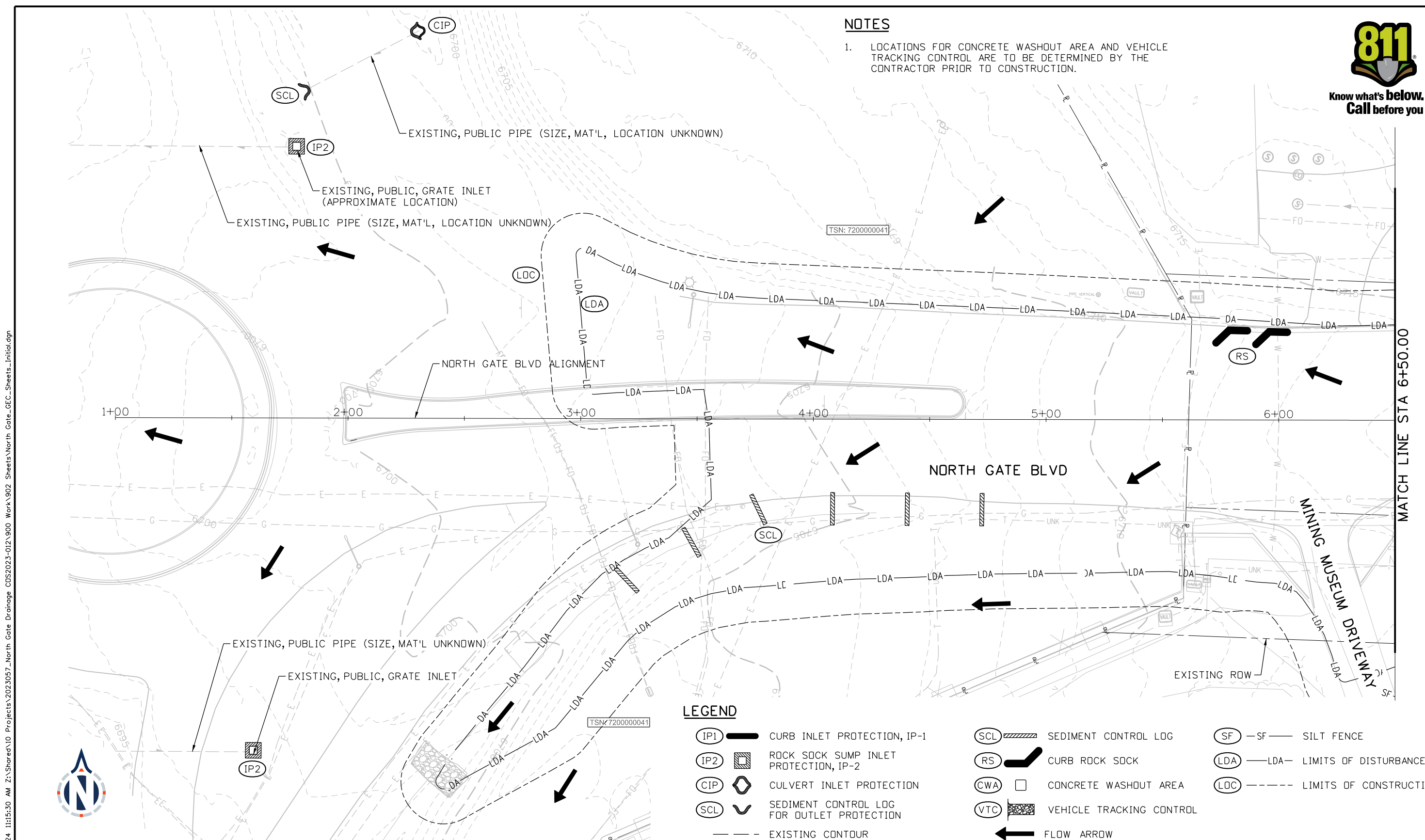
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**NOTES**

1. LOCATIONS FOR CONCRETE WASHOUT AREA AND VEHICLE TRACKING CONTROL ARE TO BE DETERMINED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.



**LEGEND**

- (IP1) CURB INLET PROTECTION, IP-1
- (IP2) ROCK SOCK SUMP INLET PROTECTION, IP-2
- (CIP) CULVERT INLET PROTECTION
- (SCL) SEDIMENT CONTROL LOG FOR OUTLET PROTECTION
- EXISTING CONTOUR
- (SCL) SEDIMENT CONTROL LOG
- (RS) CURB ROCK SOCK
- (CWA) CONCRETE WASHOUT AREA
- (VTC) VEHICLE TRACKING CONTROL
- ← FLOW ARROW
- (SF) -SF- SILT FENCE
- (LDA) -LDA- LIMITS OF DISTURBANCE
- (LOC) -LOC- LIMITS OF CONSTRUCTION

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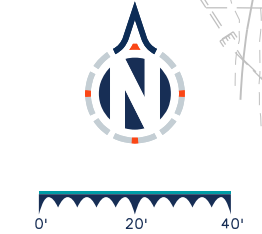
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**North Gate Boulevard**

GRADING AND EROSION CONTROL PLAN  
INITIAL

GEC 1 of 4  
Sheet Number

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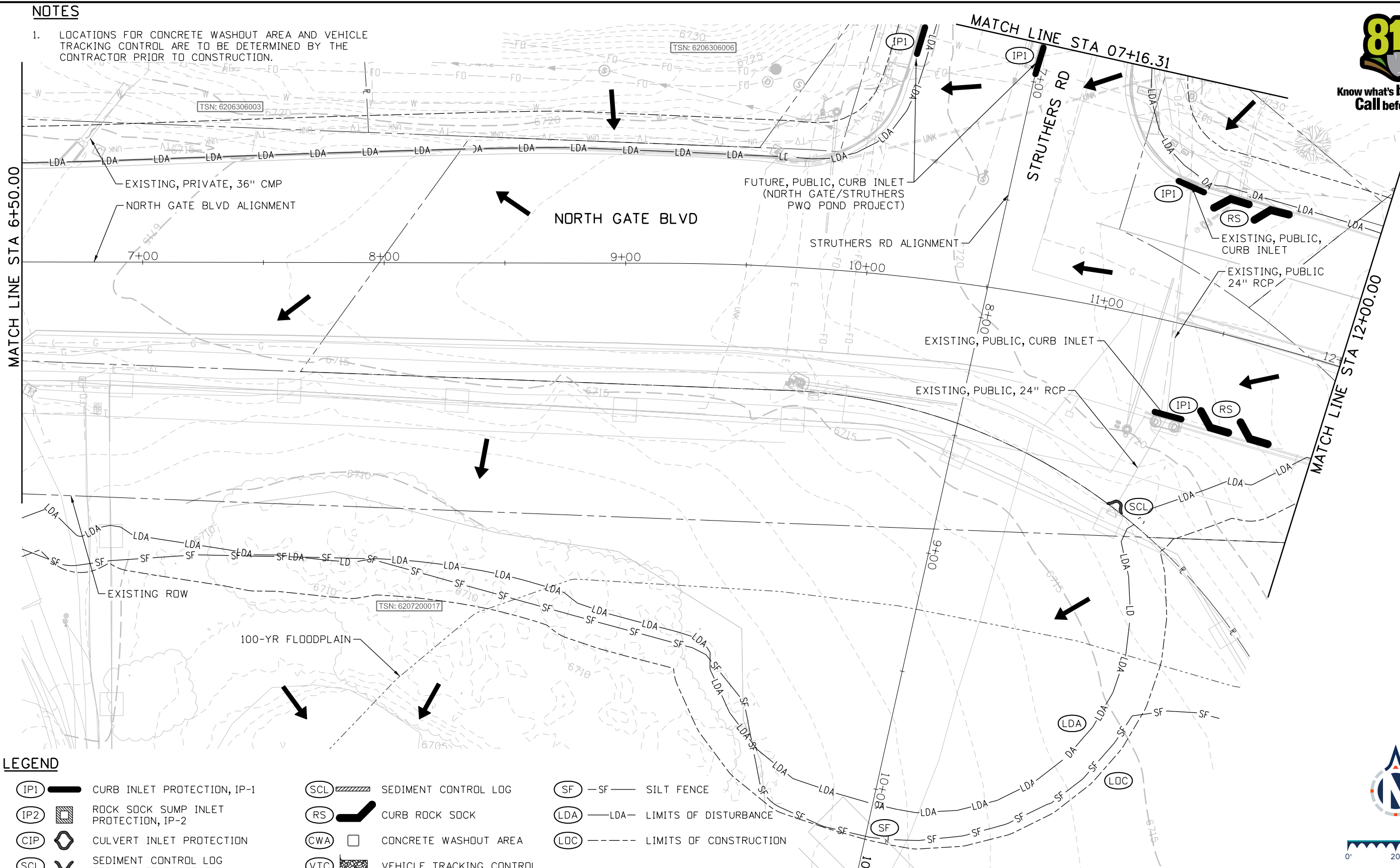




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### NOTES

- LOCATIONS FOR CONCRETE WASHOUT AREA AND VEHICLE TRACKING CONTROL ARE TO BE DETERMINED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.



### LEGEND

- (IP1) CURB INLET PROTECTION, IP-1
- (IP2) ROCK SOCK SUMP INLET PROTECTION, IP-2
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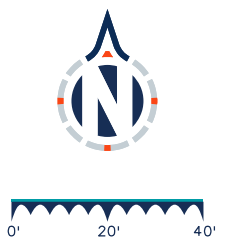
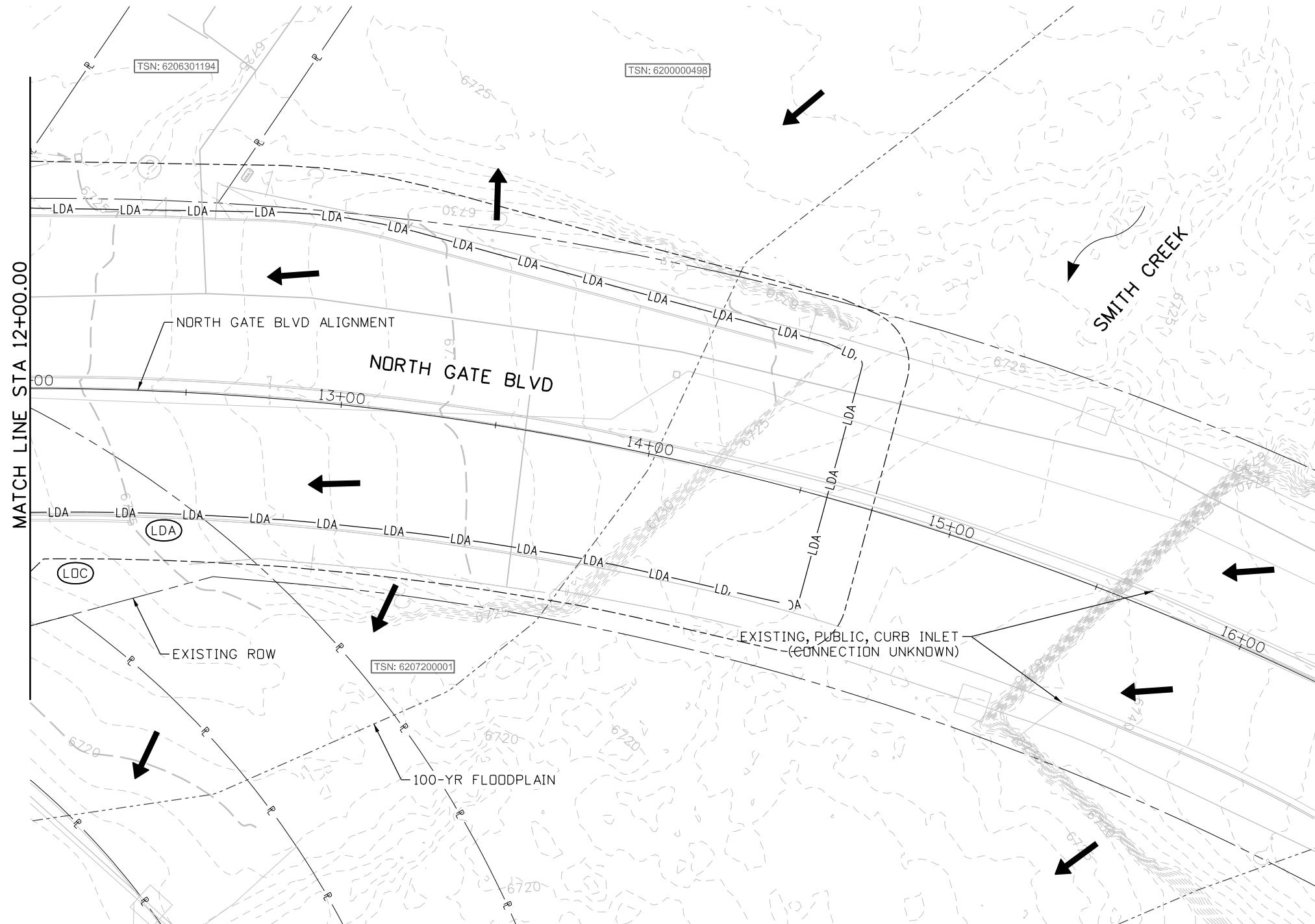


**LEGEND**

- (IP1) CURB INLET PROTECTION, IP-1
- (IP2) ROCK SOCK SUMP INLET PROTECTION, IP-2
- (CIP) CULVERT INLET PROTECTION
- (SCL) SEDIMENT CONTROL LOG FOR OUTLET PROTECTION
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- ← FLOW ARROW
- (SF) -SF- SILT FENCE
- (LDA) -LDA- LIMITS OF DISTURBANCE
- (LOC) -LOC- LIMITS OF CONSTRUCTION

**NOTES**

1. LOCATIONS FOR CONCRETE WASHOUT AREA AND VEHICLE TRACKING CONTROL ARE TO BE DETERMINED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.



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GEC 3 of 4  
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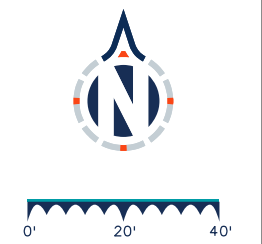
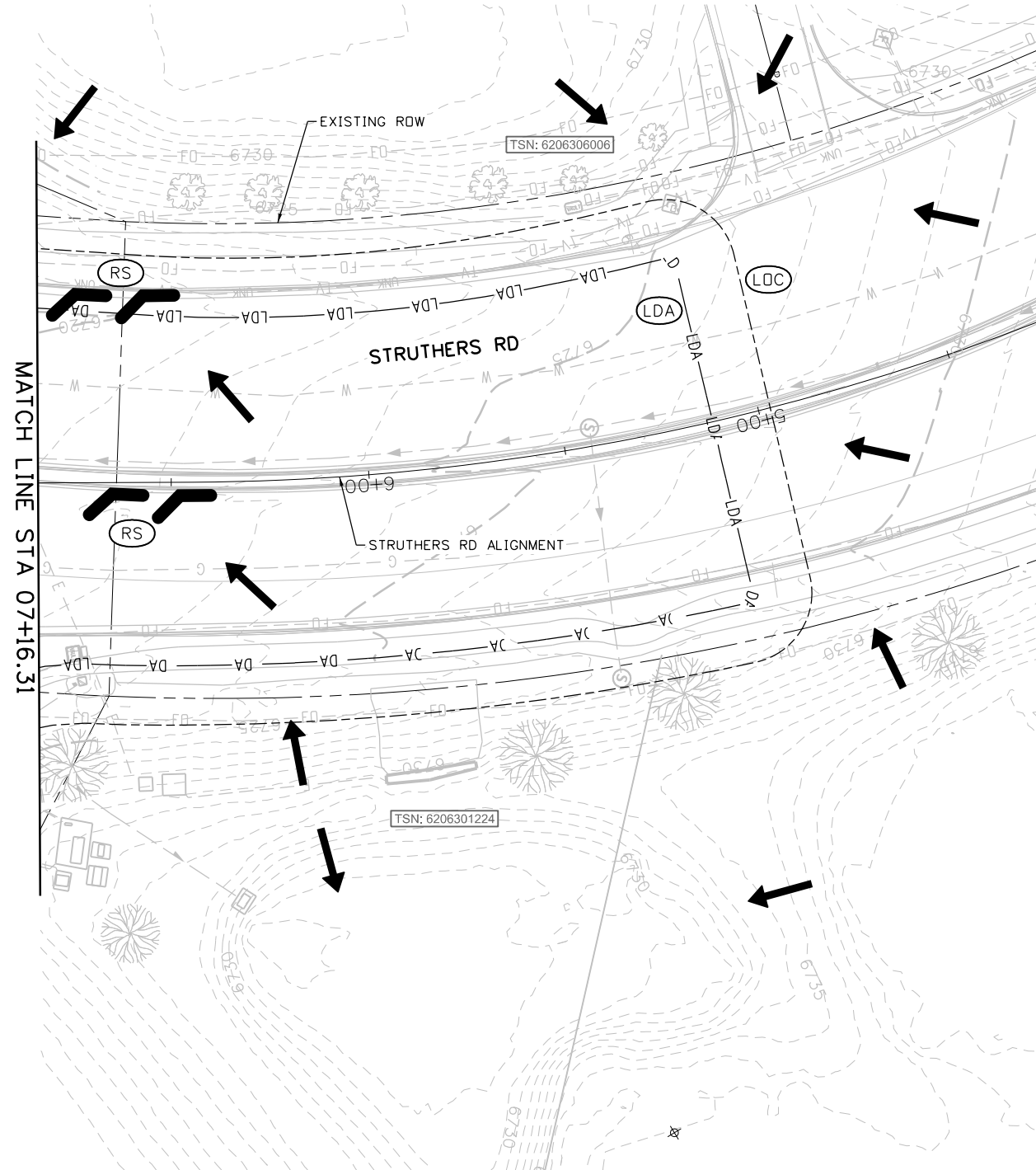
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**LEGEND**

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- FLOW ARROW
- (SF) -SF- SILT FENCE
- (LDA) -LDA- LIMITS OF DISTURBANCE
- (LOC) -LDC- LIMITS OF CONSTRUCTION

**NOTES**

1. LOCATIONS FOR CONCRETE WASHOUT AREA AND VEHICLE TRACKING CONTROL ARE TO BE DETERMINED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.



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GRADING AND EROSION CONTROL PLAN INITIAL	GEC 4 of 4
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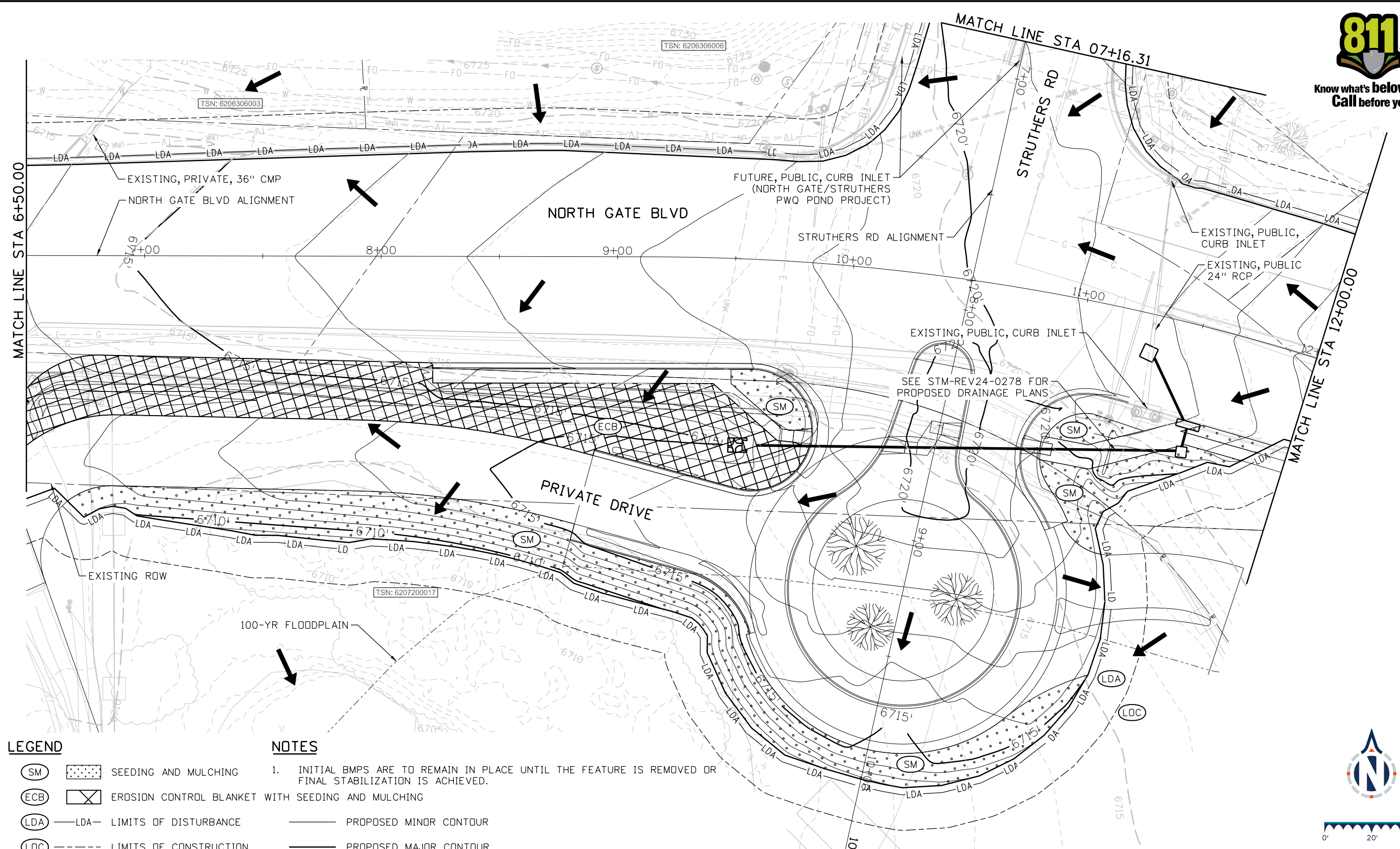






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**LEGEND**

- SEEDING AND MULCHING
- EROSION CONTROL BLANKET WITH SEEDING AND MULCHING
- LDA - LIMITS OF DISTURBANCE
- LDC - LIMITS OF CONSTRUCTION
- FLOW ARROW

**NOTES**

1. INITIAL BMPs ARE TO REMAIN IN PLACE UNTIL THE FEATURE IS REMOVED OR FINAL STABILIZATION IS ACHIEVED.
- PROPOSED MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- EXISTING CONTOUR



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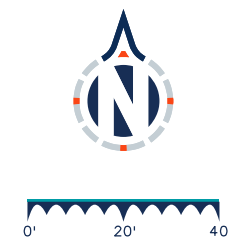
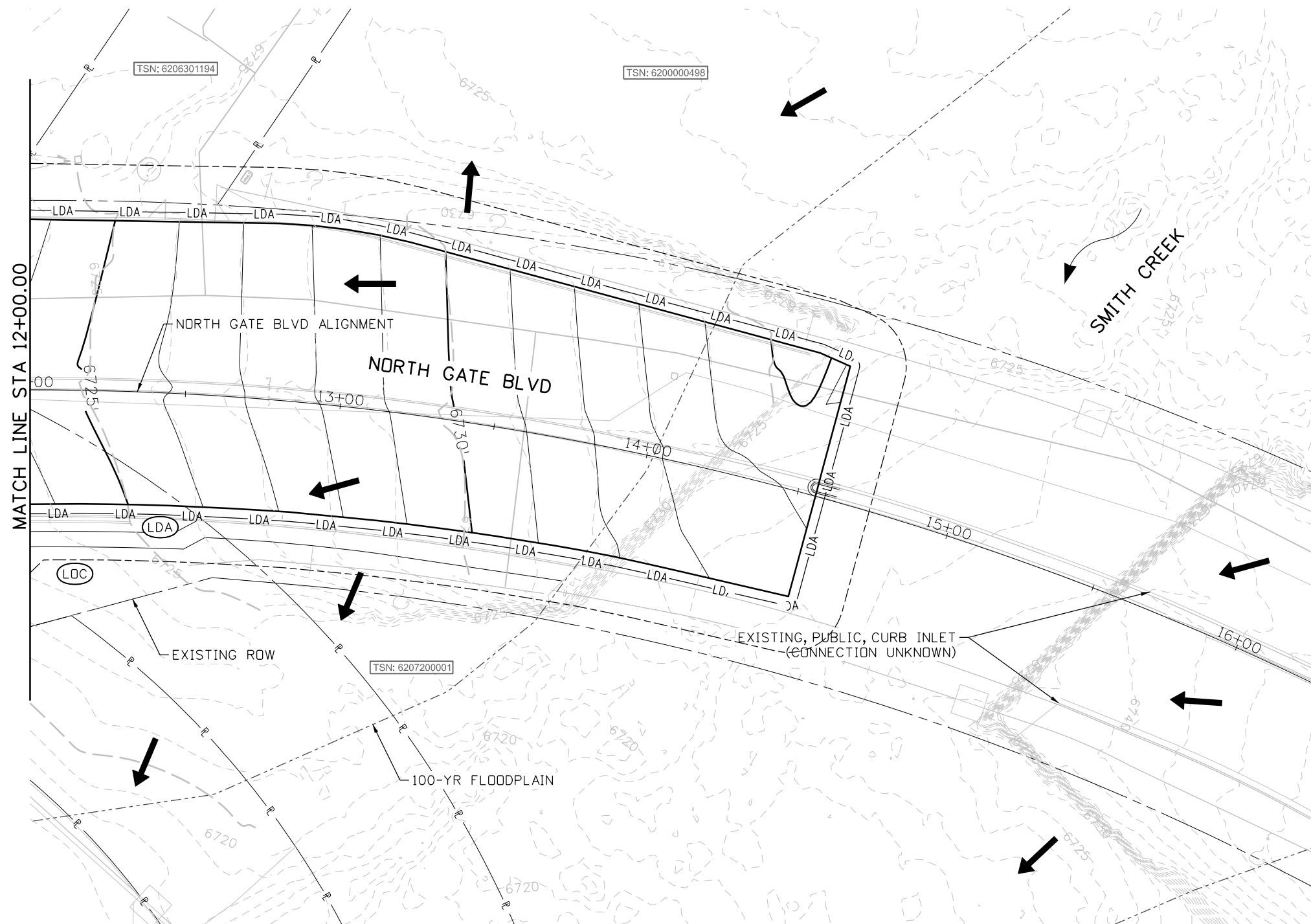
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**LEGEND**

- (SM) SEEDING AND MULCHING
- (ECB) EROSION CONTROL BLANKET WITH SEEDING AND MULCHING
- (LDA) —LDA— LIMITS OF DISTURBANCE
- (LOC) - - - - - LIMITS OF CONSTRUCTION
- ← FLOW ARROW

**NOTES**

1. INITIAL BMPs ARE TO REMAIN IN PLACE UNTIL THE FEATURE IS REMOVED OR FINAL STABILIZATION IS ACHIEVED.
- — — — — PROPOSED MINOR CONTOUR
- — — — — PROPOSED MAJOR CONTOUR
- - - - - EXISTING CONTOUR



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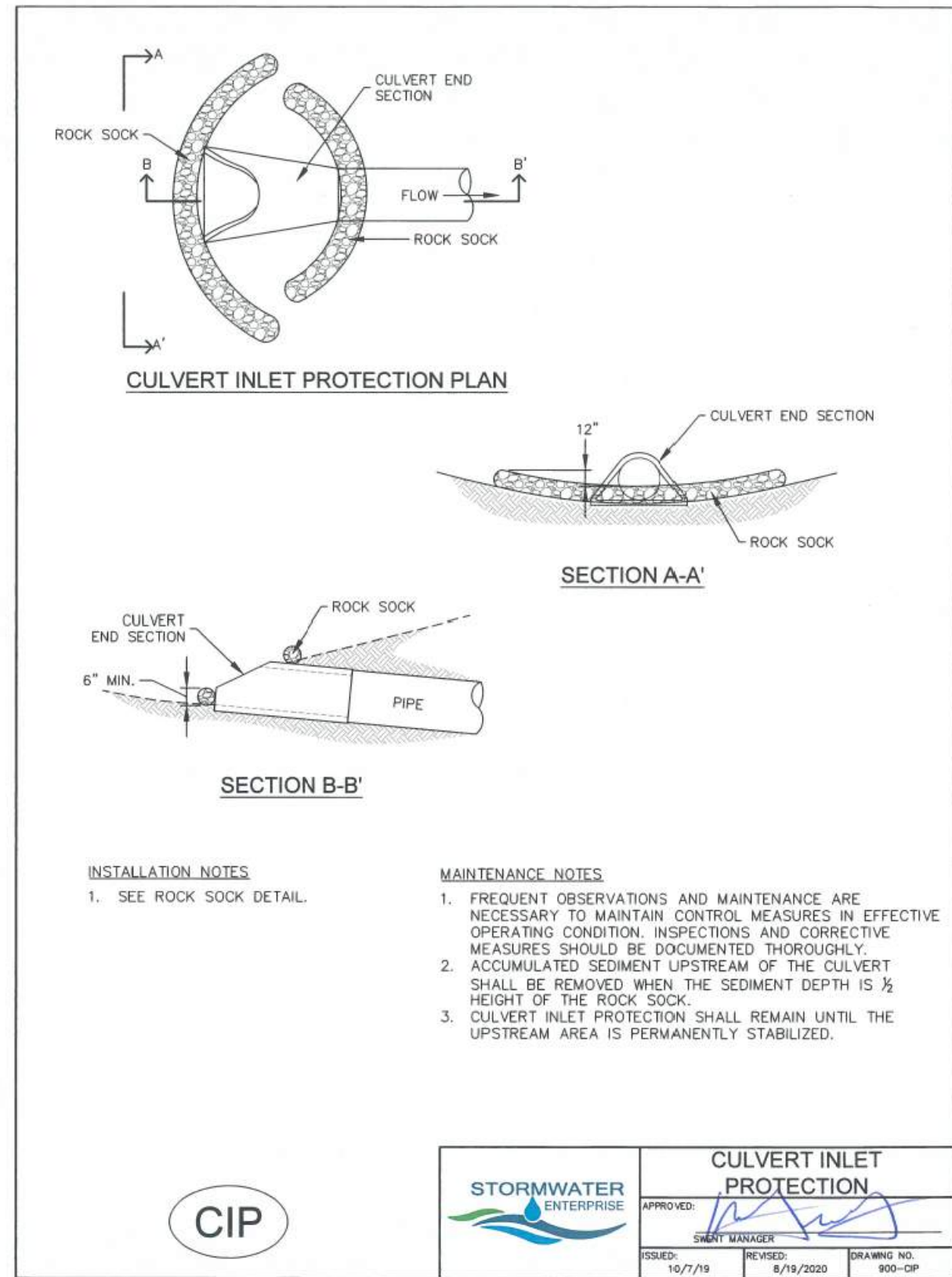
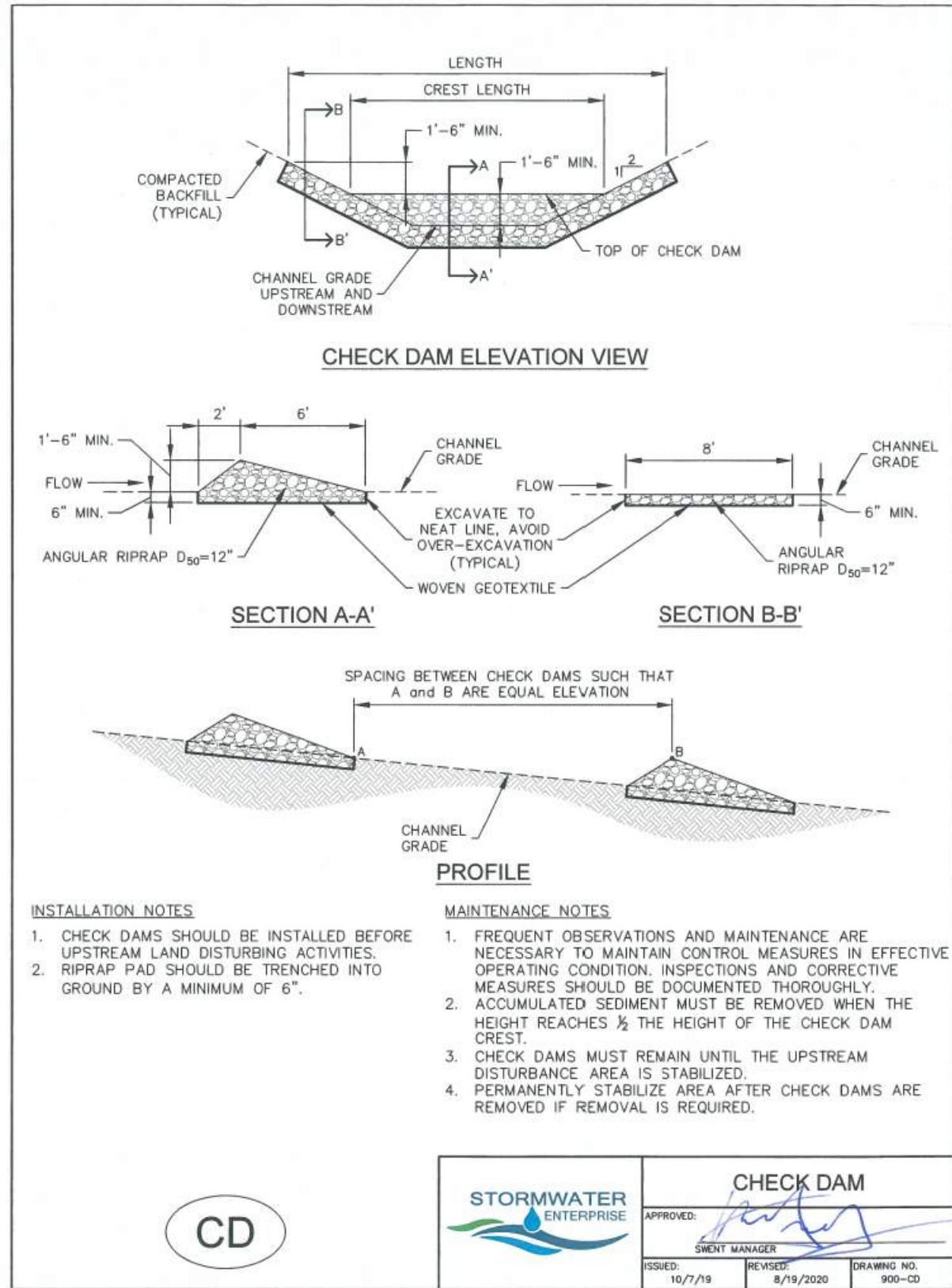






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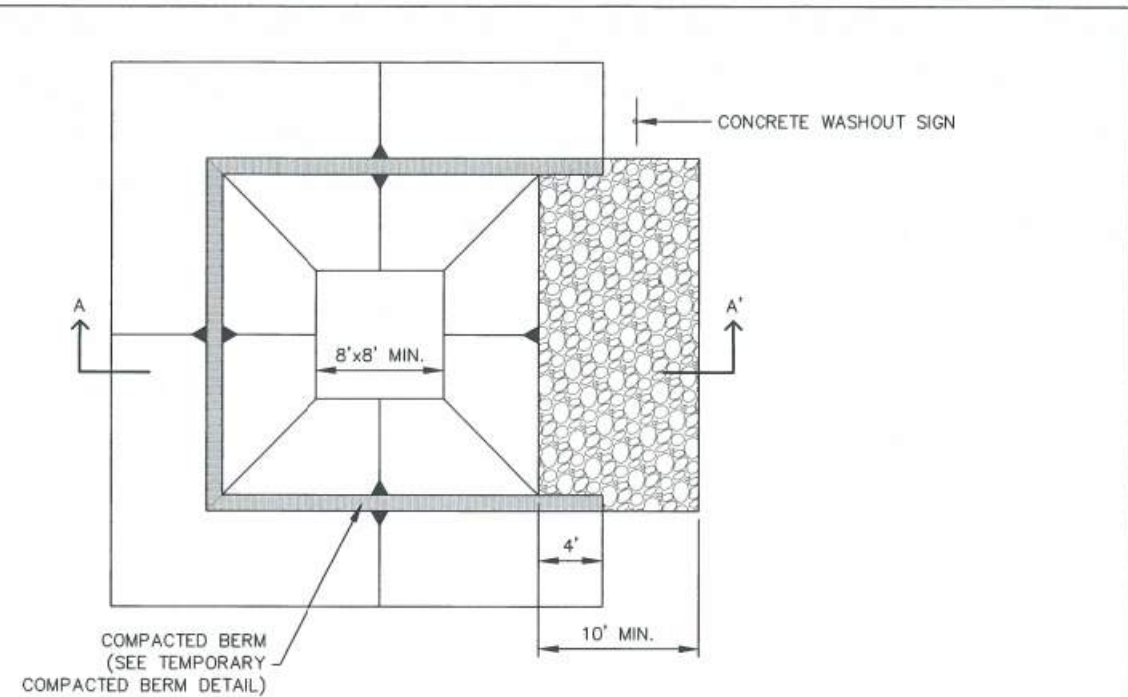
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GRADING AND EROSION CONTROL PLAN STANDARD DETAILS	GEC 1 of 12 Sheet Number



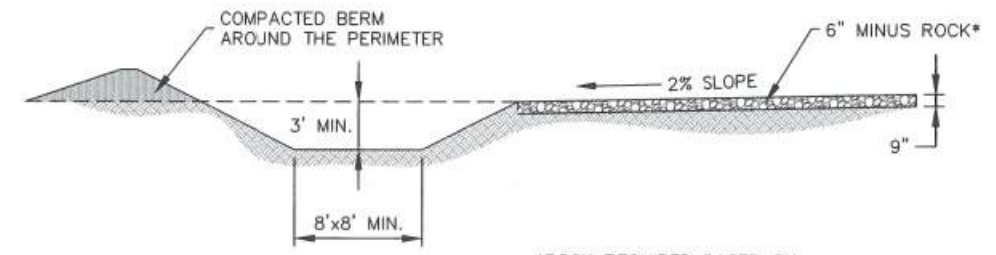
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CONCRETE WASHOUT AREA PLAN



SECTION A-A'

\*ROCK REQUIRED BASED ON SITE CONDITIONS AT THE DISCRETION OF THE GEC INSPECTOR

**INSTALLATION NOTES**

1. SEE PLAN VIEW FOR:  
-LOCATION OF CONCRETE WASHOUT AREA
2. LOCATE AT LEAST 50' AWAY FROM STATE WATERS MEASURED HORIZONTALLY.
3. AN IMPERMEABLE LINER (16 MIL. MINIMUM THICKNESS) IS REQUIRED IF CONCRETE WASH AREA IS LOCATED WITHIN 400' OF STATE WATERS OR 1000' OF WELLS OR DRINKING WATER SOURCES.
4. DO NOT LOCATE IN AREAS WHERE SHALLOW GROUNDWATER MAY BE PRESENT.
5. THE CONCRETE WASH AREA SHALL BE INSTALLED PRIOR TO CONCRETE PLACEMENT ON SITE.
6. CONCRETE WASH AREA SHALL INCLUDE A FLAT SUBSURFACE PIT THAT IS AT LEAST 8' BY 8'.
7. BERM SURROUNDING SIDES AND BACK OF CONCRETE WASH AREA SHALL HAVE A MINIMUM HEIGHT OF 2 FEET.
8. CONCRETE WASH AREA ENTRANCE SHALL BE SLOPED 2% TOWARDS THE CONCRETE WASH AREA.
9. SIGNS SHALL BE PLACED AT THE CONCRETE WASH AREA.
10. USE EXCAVATED MATERIAL FOR PERIMETER BERM CONSTRUCTION.

**MAINTENANCE NOTES**

1. FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN CONTROL MEASURES IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.
2. THE CONCRETE WASH AREA SHALL BE REPAIRED, CLEANED, OR ENLARGED AS NECESSARY TO MAINTAIN CAPACITY FOR CONCRETE WASTE. CONCRETE MATERIALS ACCUMULATED IN THE PIT SHALL BE REMOVED ONCE THE MATERIALS HAVE REACHED A DEPTH OF 2/3 THE HEIGHT OF THE CONCRETE WASH AREA.
3. CONCRETE WASHOUT WATER, WASTED PIECES OF CONCRETE, AND ALL OTHER DEBRIS IN THE SUBSURFACE PIT SHALL BE TRANSPORTED FROM THE JOB SITE IN A WATER-TIGHT CONTAINER AND DISPOSED OF PROPERLY.
4. THE CONCRETE WASH AREA SHALL REMAIN IN PLACE UNTIL ALL CONCRETE FOR THE PROJECT IS PLACED.
5. PERMANENTLY STABILIZE AREA AFTER CONCRETE WASH AREA IS REMOVED.



	<b>CONCRETE WASHOUT AREA</b>		
	APPROVED: SWEET MANAGER		
ISSUED: 10/7/19	REVISED: 8/19/2020	DRAWING NO. 900-CWA-1	



	<b>CONCRETE WASHOUT AREA</b>		
	APPROVED: SWEET MANAGER		
ISSUED: 10/7/19	REVISED: 8/19/2020	DRAWING NO. 900-CWA-2	

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Date	Comments	Init

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GRADING AND EROSION CONTROL PLAN  
STANDARD DETAILS

GEC 2 of 12  
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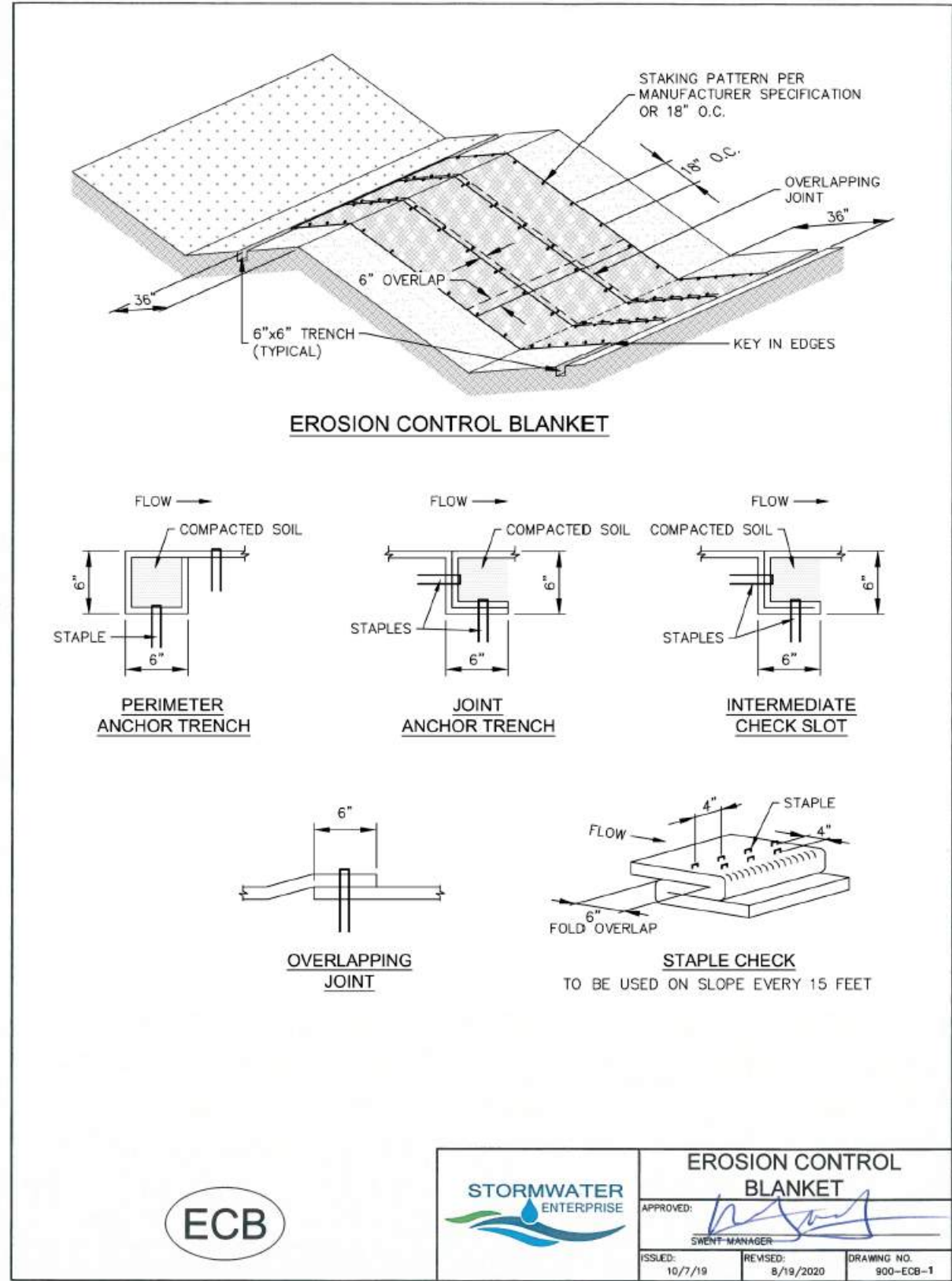




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- INSTALLATION NOTES**
- 100% NATURAL AND BIODEGRADABLE MATERIALS ARE REQUIRED FOR EROSION CONTROL BLANKETS. TRM PRODUCTS MAY BE USED WHERE APPROPRIATE AS DESIGNATED BY THE ENGINEER.
  - IN AREAS WHERE EROSION CONTROL BLANKETS ARE SHOWN ON THE PLANS, THE PERMITTEE SHALL PLACE TOPSOIL AND PERFORM FINAL GRADING, SURFACE PREPARATION, AND SEEDING AND MULCHING. SUBGRADE SHALL BE SMOOTH AND MOIST PRIOR TO EROSION CONTROL BLANKET INSTALLATION, AND THE EROSION CONTROL BLANKET SHALL BE IN FULL CONTACT WITH THE SUBGRADE. NO GAPS OR VOIDS SHALL EXIST UNDER THE BLANKET.
  - PERIMETER ANCHOR TRENCH SHALL BE USED ALONG THE OUTSIDE PERIMETER OF ALL BLANKET AREAS.
  - JOINT ANCHOR TRENCH SHALL BE USED TO JOIN ROLLS OF EROSION CONTROL BLANKETS TOGETHER (LONGITUDINALLY AND TRANSVERSELY) FOR ALL EROSION CONTROL BLANKETS.
  - INTERMEDIATE CHECK SLOT OR STAPLE CHECK SHALL BE INSTALLED EVERY 15' DOWN SLOPES. IN DRAINAGEWAYS, INSTALL CHECK SLOTS EVERY 25' PERPENDICULAR TO FLOW DIRECTION.
  - OVERLAPPING JOINT DETAIL SHALL BE USED TO JOIN ROLLS OF EROSION CONTROL BLANKETS TOGETHER FOR EROSION CONTROL BLANKETS ON SLOPES.
  - MATERIAL SPECIFICATIONS OF EROSION CONTROL BLANKETS SHALL CONFORM TO TABLE ECB-1.
  - ANY AREAS OF SEEDING AND MULCHING DISTURBED IN THE PROCESS OF INSTALLING EROSION CONTROL BLANKETS SHALL BE RESEEDED AND MULCHED.
  - STRAW EROSION CONTROL BLANKETS SHALL NOT BE USED WITHIN STREAMS AND DRAINAGE CHANNELS.
  - COMPACT ALL TRENCHES.

- MAINTENANCE NOTES**
- FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN CONTROL MEASURES IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.
  - EROSION CONTROL BLANKETS SHALL BE LEFT IN PLACE TO EVENTUALLY BIODEGRADE. TRM MUST BE REMOVED AT THE DISCRETION OF THE GEC INSPECTOR.
  - ANY EROSION CONTROL BLANKET PULLED OUT, TORN, OR OTHERWISE DAMAGED SHALL BE REPAIRED OR REINSTALLED. ANY SUBGRADE AREAS BELOW GEOTEXTILE THAT HAVE ERODED TO CREATE A VOID UNDER THE BLANKET, OR THAT REMAIN DEVOID OF GRASS SHALL BE REPAIRED, RESEEDED AND MULCHED AND THE EROSION CONTROL BLANKET REINSTALLED.

**TABLE ECB-1, EROSION CONTROL BLANKET MATERIAL SPECIFICATIONS**

TYPE	COCONUT CONTENT	STRAW CONTENT	EXCELSIOR CONTENT	RECOMMENDED NETTING
STRAW	-	100%	-	DOUBLE/NATURAL
STRAW-COCONUT	30% MIN.	70% MAX.	-	DOUBLE/NATURAL
COCONUT	100%	-	-	DOUBLE/NATURAL
EXCELSIOR	-	-	100%	DOUBLE/NATURAL



STORMWATER ENTERPRISE

**EROSION CONTROL BLANKET**

APPROVED: [Signature]

SWENT-MANAGER

ISSUED: 10/7/19

REVISED: 8/19/2020

DRAWING NO. 900-ECB-2

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GEC 3 of 12

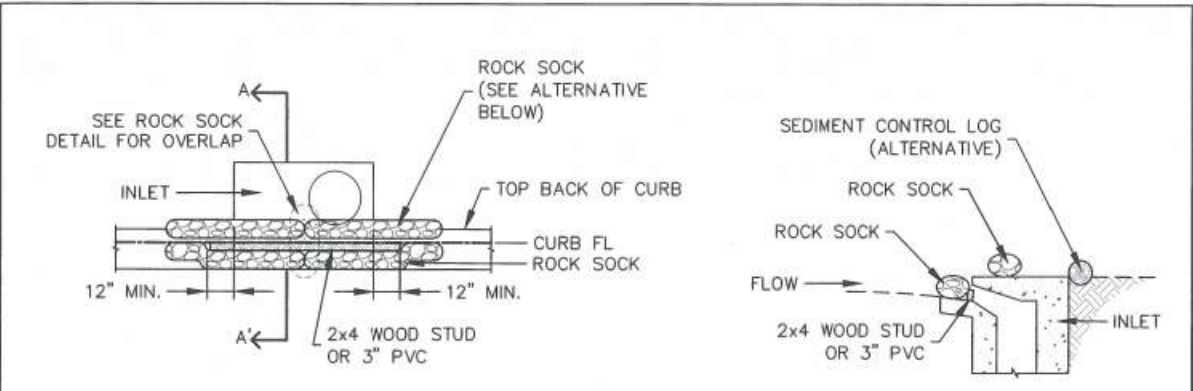
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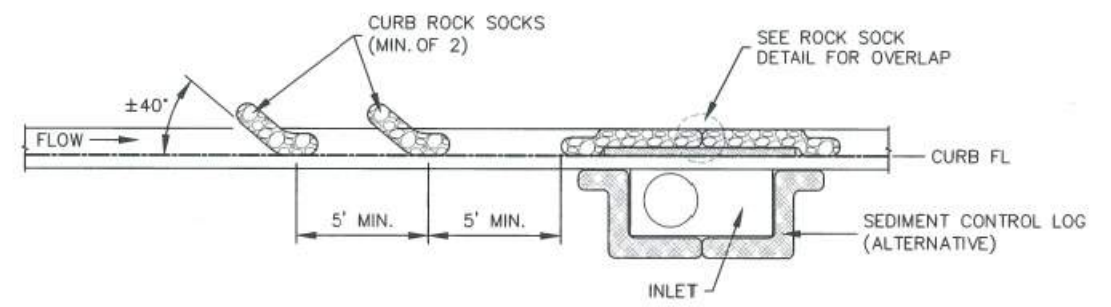
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**CURB INLET PROTECTION PLAN**

**SECTION A-A'**



**CURB ROCK SOCKS UPSTREAM OF INLET PROTECTION**

**INSTALLATION NOTES**

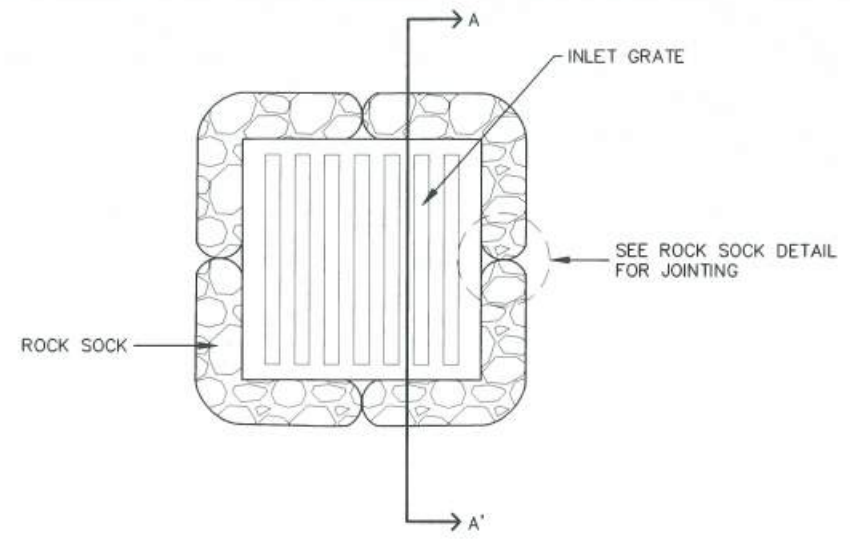
1. SEE ROCK SOCK DETAIL FOR INSTALLATION REQUIREMENTS.
2. PLACEMENT OF THE ROCK SOCK SHALL BE APPROXIMATELY 40 DEGREES FROM THE CURB.
3. ROCK SOCKS ARE TO BE FLUSH WITH THE CURB AND SPACED A MINIMUM OF 5' APART.
4. AT LEAST TWO CURB ROCK SOCKS IN SERIES ARE REQUIRED UPSTREAM OF ON-GRADE INLETS.
5. ADDITIONAL ROCK SOCKS MAY BE REQUIRED AT GEC INSPECTOR'S DISCRETION.

**MAINTENANCE NOTES**

1. FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN CONTROL MEASURES IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.
2. ACCUMULATED SEDIMENT MUST BE REMOVED WHEN THE HEIGHT REACHES 1/2 OF THE DESIGN DEPTH OF THE INLET BARRIER.
3. ROCK SOCKS MUST REMAIN UNTIL THE UPSTREAM DISTURBANCE AREA IS STABILIZED.
4. PERMANENTLY STABILIZE AREA BEHIND INLET AFTER ROCK SOCKS ARE REMOVED WHEN REMOVAL IS APPROPRIATE.

IP-1

<b>ON-GRADE INLET PROTECTION</b>		
APPROVED:		
SWEET MANAGER		
ISSUED: 10/7/19	REVISED: 8/19/2020	DRAWING NO. 900-IP-1



**ROCK SOCK SUMP INLET PROTECTION PLAN**

**SECTION A-A'**

**INSTALLATION NOTES**

1. SEE ROCK SOCK DETAIL FOR INSTALLATION REQUIREMENTS.
2. SEDIMENT CONTROL LOGS MAY BE USED IN PLACE OF ROCK SOCKS IN PERVIOUS AREAS. INSTALL PER SEDIMENT CONTROL LOG DETAIL.
3. CONTROL MEASURES MUST BE WRAPPED AROUND INLET AS TIGHTLY AS POSSIBLE.

**MAINTENANCE NOTES**

1. FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN CONTROL MEASURES IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.
2. ACCUMULATED SEDIMENT MUST BE REMOVED WHEN THE HEIGHT REACHES 1/2 OF THE DESIGN DEPTH OF THE INLET BARRIER.
3. ROCK SOCKS MUST REMAIN UNTIL THE UPSTREAM DISTURBANCE AREA IS STABILIZED.
4. PERMANENTLY STABILIZE AREA AROUND INLET AFTER ROCK SOCKS ARE REMOVED WHEN REMOVAL IS APPROPRIATE.

IP-2

<b>SUMP INLET PROTECTION</b>		
APPROVED:		
SWEET MANAGER		
ISSUED: 10/7/19	REVISED: 8/19/2020	DRAWING NO. 900-IP-2

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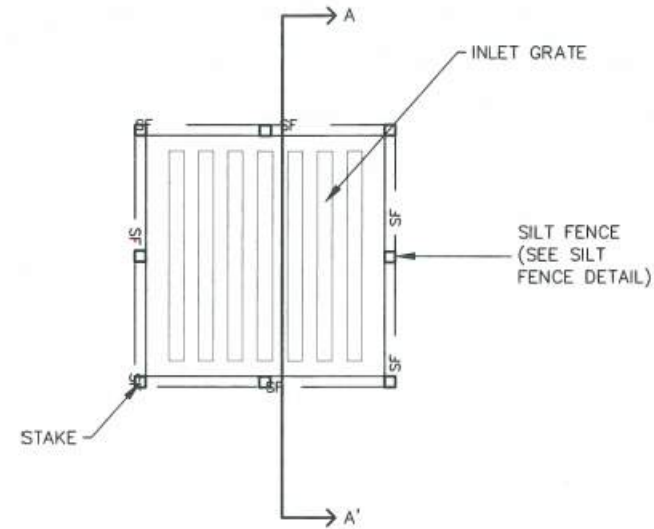
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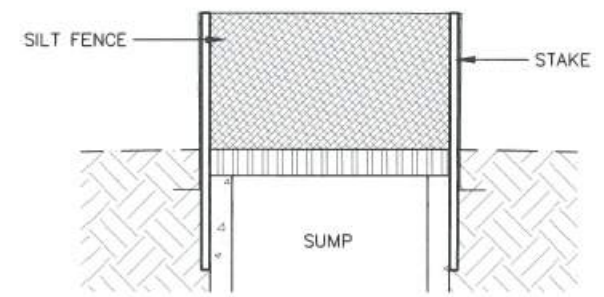


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SILT FENCE SUMP INLET PROTECTION PLAN



SECTION A-A'

INSTALLATION NOTES

1. SEE SILT FENCE DETAIL FOR INSTALLATION REQUIREMENTS.
2. POSTS SHALL BE PLACED AT EACH CORNER OF THE INLET AND AROUND THE EDGES AT A MAXIMUM SPACING OF THREE FEET.
3. SILT FENCE FABRIC SHOULD HAVE A FLOW RATE IN EXCESS OF 30 GALLONS PER MINUTE PER SQUARE YARD SO AS TO ALLOW SOME WATER FLOW AND NOT DAM THE WATER. STANDARD, LOW-FLOW SILT FENCE FABRIC WILL NOT BE ALLOWED.

MAINTENANCE NOTES

1. FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN CONTROL MEASURES IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.
2. ACCUMULATED SEDIMENT MUST BE REMOVED WHEN THE HEIGHT REACHES 1/2 OF THE DESIGN DEPTH OF THE INLET BARRIER.
3. SILT FENCE MUST REMAIN UNTIL THE UPSTREAM DISTURBANCE AREA IS STABILIZED.
4. PERMANENTLY STABILIZE AREA AROUND INLET AFTER SILT FENCE IS REMOVED WHEN REMOVAL IS APPROPRIATE.

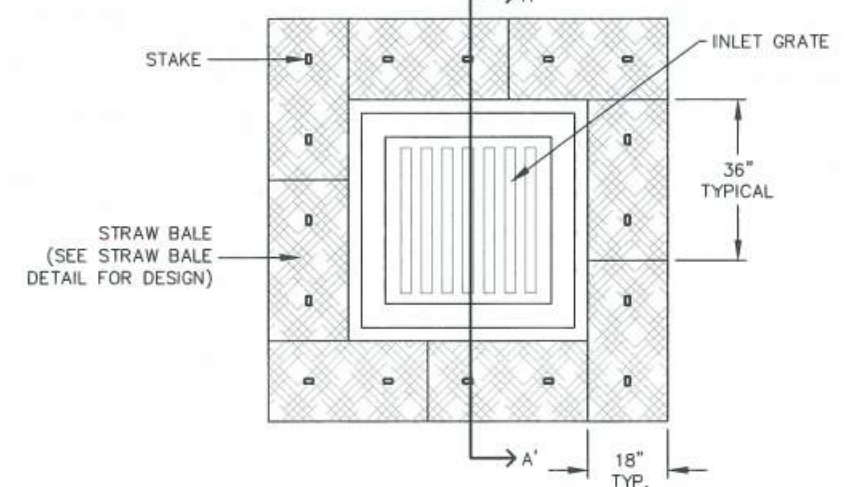
IP-3

**STORMWATER ENTERPRISE**

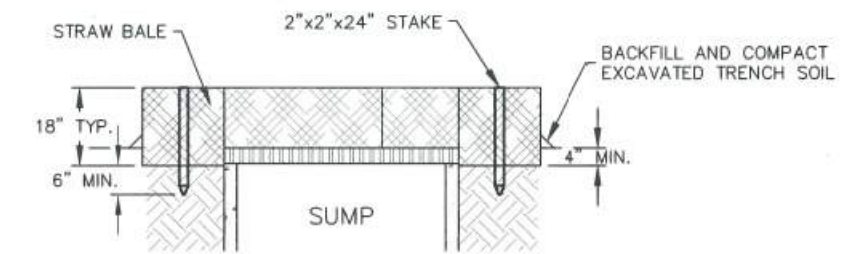
**SUMP INLET PROTECTION**

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STRAW BALE SUMP INLET PROTECTION PLAN



SECTION A-A'

INSTALLATION NOTES

1. BALES SHALL BE PLACED IN A SINGLE ROW AROUND THE INLET WITH THE ENDS OF THE BALES TIGHTLY ABUTTING ONE ANOTHER.
2. STRAW BALES SHALL CONSIST OF CERTIFIED WEED FREE STRAW OR HAY. LOCAL JURISDICTIONS MAY REQUIRE PROOF THAT BALES ARE WEED FREE.
3. STRAW BALES SHALL CONSIST OF APPROXIMATELY 5 CUBIC FEET OF STRAW OR HAY AND WEIGH NOT LESS THAN 35 POUNDS.
4. STRAW BALE DIMENSIONS SHALL BE APPROXIMATELY 36"x18"x18".
5. A UNIFORM ANCHOR TRENCH SHALL BE EXCAVATED TO A DEPTH OF 4". STRAW BALES SHALL BE PACED SO THAT THE BINDING TWINE IS ENCOMPASSING THE VERTICAL SIDES OF THE BALE(S).
6. TWO (2) WOODEN STAKES SHALL BE USED TO HOLD EACH BALE IN PLACE. WOODEN STAKES SHALL BE 2"x2"x24 (MIN.)". WOODEN STAKES SHALL BE DRIVEN A MINIMUM OF 6" INTO THE GROUND.

MAINTENANCE NOTES

1. FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN CONTROL MEASURES IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.
2. ACCUMULATED SEDIMENT MUST BE REMOVED WHEN THE HEIGHT REACHES 1/2 OF THE DESIGN DEPTH OF THE INLET BARRIER.
3. STRAW BALES MUST REMAIN UNTIL THE UPSTREAM DISTURBANCE AREA IS STABILIZED.
4. PERMANENTLY STABILIZE AREA AROUND INLET AFTER STRAW BALES ARE REMOVED WHEN REMOVAL IS APPROPRIATE.
5. STRAW BALES SHALL BE REPLACED IF THEY BECOME HEAVILY SOILED, ROTTEN OR DAMAGED BEYOND REPAIR.

IP-4

**STORMWATER ENTERPRISE**

**SUMP INLET PROTECTION**

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GRADING AND EROSION CONTROL PLAN  
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**SEDIMENT CONTROL LOG**

**SECTION A-A'**

**SEDIMENT CONTROL LOG JOINTS**

**INSTALLATION NOTES**

- ALL SEDIMENT CONTROL LOGS MUST BE EMBEDDED TO  $\frac{1}{3}$  OF THE HEIGHT OF THE LOG
- LARGER DIAMETER SEDIMENT CONTROL LOGS NEED TO BE EMBEDDED DEEPER.
- PLACE SEDIMENT CONTROL LOG AGAINST SIDEWALK OR BACK OF CURB WHEN ADJACENT TO THESE FEATURES.
- SEDIMENT CONTROL LOGS SHALL CONSIST OF STRAW, COMPOST, EXCELSIOR OR COCONUT FIBER, AND SHALL BE FREE FROM ANY NOXIOUS WEED SEEDS OF DEFECTS INCLUDING RIPS, HOLES AND OBVIOUS WEAR.
- IF USING AS SLOPE PROTECTION, INSTALL SEDIMENT CONTROL LOGS ALONG THE CONTOUR.

**MAINTENANCE NOTES**

- FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN CONTROL MEASURES IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.
- ACCUMULATED SEDIMENT MUST BE REMOVED WHEN THE HEIGHT REACHES  $\frac{1}{2}$  OF THE HEIGHT OF THE SEDIMENT CONTROL LOG.
- PERMANENTLY STABILIZE AREA AFTER SEDIMENT CONTROL LOGS HAVE BEEN REMOVED.

STORMWATER ENTERPRISE		SEDIMENT CONTROL LOGS	
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**SILT FENCE**

**SECTION A-A'**

**J-HOOK INSTALLATION**

**INSTALLATION NOTES**

- SILT FENCE MUST BE PLACED ON A FLAT SURFACE 2'-5' AWAY FROM TOE OF THE SLOPE TO ALLOW FOR PONDING AND DEPOSITION.
- COMPACT THE TRENCH USING A JUMPING JACK OR WHEEL ROLLING TO THE POINT THAT THE FENCE RESISTS BEING PULLED OUT OF THE GROUND BY HAND.
- SILT FENCE SHALL BE TAUT WITH NO SAGS AFTER IT HAS BEEN ANCHORED.
- FABRIC SHALL BE ATTACHED TO POSTS WITH 1" HEAVY DUTY STAPLES OR 1" NAILS. THESE SHOULD BE PLACED VERTICALLY DOWN THE POST, 3" APART.
- THE PREFERRED INSTALLATION METHOD USES A TRENCHER OR SILT FENCE INSTALLATION DEVICE.
- INSTALL SILT FENCE ALONG THE CONTOUR OF THE SLOPES OR IN A MANNER TO AVOID CREATING CONCENTRATED FLOW (SUCH AS A "J-HOOK" INSTALLATION).

**MAINTENANCE NOTES**

- FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN CONTROL MEASURES IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.
- ACCUMULATED SEDIMENT MUST BE REMOVED WHEN THE HEIGHT REACHES  $\frac{1}{2}$  OF THE DESIGN HEIGHT OF THE SILT FENCE.
- SILT FENCE MUST REMAIN UNTIL THE UPSTREAM DISTURBANCE AREA IS STABILIZED.
- PERMANENTLY STABILIZE AREA AFTER SILT FENCE IS REMOVED.

STORMWATER ENTERPRISE		SILT FENCE	
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GRADING AND EROSION CONTROL PLAN  
STANDARD DETAILS

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### SEEDING & MULCHING

ALL SOIL TESTING, SOILS AMENDMENT AND FERTILIZER DOCUMENTATION, AND SEED LOAD AND BAG TICKETS MUST BE ADDED TO THE CSWMP.

#### SOIL PREPARATION

1. IN AREAS TO BE SEEDED, THE UPPER 6 INCHES OF THE SOIL MUST NOT BE HEAVILY COMPACTED, AND SHOULD BE IN FRIABLE CONDITION. LESS THAN 85% STANDARD PROCTOR DENSITY IS ACCEPTABLE. AREAS OF COMPACTION OR GENERAL CONSTRUCTION ACTIVITY MUST BE SCARIFIED TO A DEPTH OF 6 TO 12 INCHES PRIOR TO SPREADING TOPSOIL TO BREAK UP COMPACTED LAYERS AND PROVIDE A BLENDING ZONE BETWEEN DIFFERENT SOIL LAYERS.
2. AREAS TO BE PLANTED SHALL HAVE AT LEAST 4 INCHES OF TOPSOIL SUITABLE TO SUPPORT PLANT GROWTH.
3. THE CITY RECOMMENDS THAT EXISTING AND/OR IMPORTED TOPSOIL BE TESTED TO IDENTIFY SOIL DEFICIENCIES AND ANY SOIL AMENDMENTS NECESSARY TO ADDRESS THESE DEFICIENCIES. SOIL AMENDMENTS AND/OR FERTILIZERS SHOULD BE ADDED TO CORRECT TOPSOIL DEFICIENCIES BASED ON SOIL TESTING RESULTS.
4. TOPSOIL SHALL BE PROTECTED DURING THE CONSTRUCTION PERIOD TO RETAIN ITS STRUCTURE AVOID COMPACTION, AND TO PREVENT EROSION AND CONTAMINATION. STRIPPED TOPSOIL MUST BE STORED IN AN AREA AWAY FROM MACHINERY AND CONSTRUCTION OPERATIONS, AND CARE MUST BE TAKEN TO PROTECT THE TOPSOIL AS A VALUABLE COMMODITY. TOPSOIL MUST NOT BE STRIPPED DURING UNDESIRABLE WORKING CONDITIONS (E.G. DURING WET WEATHER OR WHEN SOILS ARE SATURATED). TOPSOIL SHALL NOT BE STORED IN SWALES OR IN AREAS WITH POOR DRAINAGE.

#### SEEDING

1. ALLOWABLE SEED MIXES ARE INCLUDED IN THE CITY OF COLORADO SPRINGS STORMWATER CONSTRUCTION MANUAL. ALTERNATIVE SEED MIXES ARE ACCEPTABLE IF INCLUDED IN AN APPROVED LANDSCAPING PLAN. SEED SHOULD BE DRILL-SEEDED WHENEVER POSSIBLE.
  - SEED DEPTH MUST BE 1/2 TO 1/4 INCHES WHEN DRILL-SEEDED IS USED
3. BROADCAST SEEDING OR HYDRO-SEEDED WITH TACKIFIER MAY BE SUBSTITUTED ON SLOPES STEEPER THAN 3:1 OR ON OTHER AREAS NOT PRACTICAL TO DRILL SEED.
  - SEEDING RATES MUST BE DOUBLED FOR BROADCAST SEEDING OR INCREASED BY 50% IF USING A BRILLION DRILL OR HYDRO-SEEDED
  - BROADCAST SEEDING MUST BE LIGHTLY HAND-RAKED INTO THE SOIL

#### MULCHING

1. MULCHING SHOULD BE COMPLETED AS SOON AS PRACTICABLE AFTER SEEDING, HOWEVER PLANTED AREAS MUST BE MULCHED NO LATER THAN 14 DAYS AFTER PLANTING.
2. MULCHING REQUIREMENTS INCLUDE:
  - HAY OR STRAW MULCH
    - ONLY CERTIFIED WEED-FREE AND CERTIFIED SEED-FREE MULCH MAY BE USED. MULCH MUST BE APPLIED AT 2 TONS/ACRE AND ADEQUATELY SECURED BY CRIMPING AND/OR TACKIFIER.
    - CRIMPING MUST NOT BE USED ON SLOPES GREATER THAN 3:1 AND MULCH FIBERS MUST BE TUCKED INTO THE SOIL TO A DEPTH OF 3 TO 4 INCHES.
    - TACKIFIER MUST BE USED IN PLACE OF CRIMPING ON SLOPES STEEPER THAN 3:1.
  - HYDRAULIC MULCHING
    - HYDRAULIC MULCHING IS AN OPTION ON STEEP SLOPES OR WHERE ACCESS IS LIMITED.
    - IF HYDRO-SEEDED IS USED, MULCHING MUST BE APPLIED AS A SEPARATE, SECOND OPERATION.
    - WOOD CELLULOSE FIBERS MIXED WITH WATER MUST BE APPLIED AT A RATE OF 2,000 TO 2,500 POUNDS/ACRE, AND TACKIFIER MUST BE APPLIED AT A RATE OF 100 POUNDS/ACRE.
  - EROSION CONTROL BLANKET
    - EROSION CONTROL BLANKET MAY BE USED IN PLACE OF TRADITIONAL MULCHING METHODS.

SM

**STORMWATER ENTERPRISE**

**SEEDING & MULCHING**

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**STOCKPILE PROTECTION PLAN**

**STOCKPILE PROTECTION ELEVATION**

**INSTALLATION NOTES**

1. INSTALL PERIMETER CONTROL AROUND STOCKPILE ON DOWNGRADE SIDE. PERIMETER CONTROL MUST BE SUITABLE TO SITE CONDITIONS AND INSTALLED ACCORDING TO THE RELEVANT DETAIL.
2. FOR STOCKPILES ON THE INTERIOR PORTION OF A CONSTRUCTION SITE, WHERE OTHER DOWNGRADE CONTROLS INCLUDING PERIMETER CONTROL ARE IN PLACE, STOCKPILE PERIMETER CONTROLS MAY NOT BE REQUIRED.

**MAINTENANCE NOTES**

1. FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN CONTROL MEASURES IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.
2. IF PERIMETER CONTROLS MUST BE MOVED TO ACCESS STOCKPILE, REPLACE PERIMETER CONTROLS BY THE END OF THE WORK DAY.
3. ACCUMULATED SEDIMENT MUST BE REMOVED ACCORDING TO PERIMETER CONTROL DETAIL.

SP

**STORMWATER ENTERPRISE**

**STOCKPILE PROTECTION**

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GRADING AND EROSION CONTROL PLAN  
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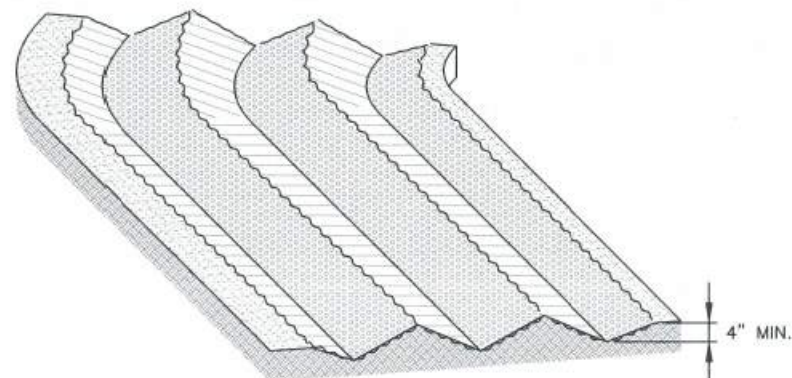
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**SURFACE ROUGHENING**

**INSTALLATION NOTES**

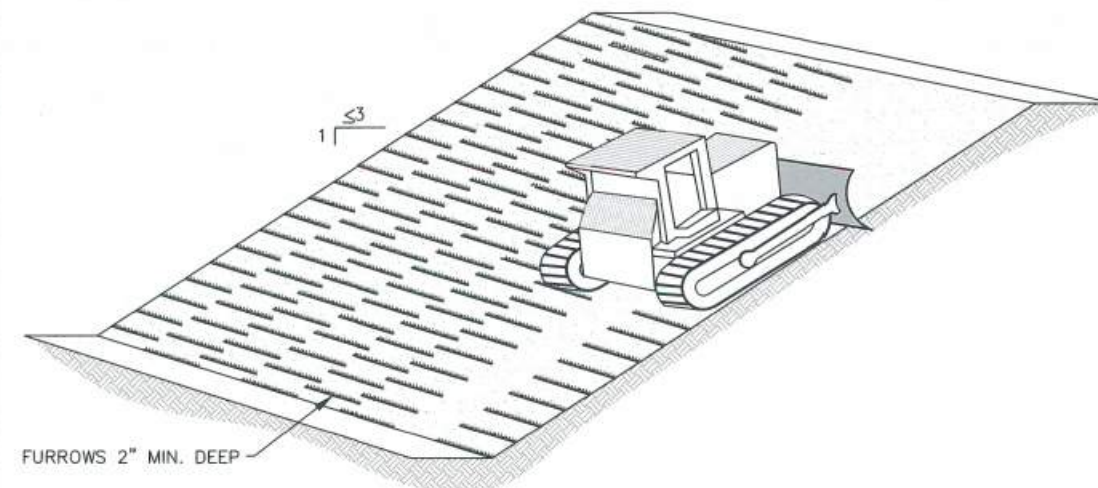
1. SURFACE ROUGHENING MAY BE USED IN AREAS FLATTER THAN 3:1. INSTALL FURROWS ALONG CONTOUR TO INTERCEPT SHEET FLOW.
2. SURFACE ROUGHENING MAY BE ACCOMPLISHED BY FURROWING, SCARIFYING, RIPPING OR DISKING THE SOIL.
3. FURROWS MUST BE A MINIMUM OF 4" IN DEPTH.
4. SURFACE ROUGHENING SHALL NOT BE USED ON EXTREMELY SANDY OR ROCKY SOILS.

**MAINTENANCE NOTES**

1. FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN CONTROL MEASURES IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.
2. VEHICLES AND EQUIPMENT SHALL NOT BE DRIVEN OVER AREAS THAT HAVE BEEN SURFACE ROUGHENED.



			<b>SURFACE ROUGHENING</b>		
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**SLOPE TRACKING**

**INSTALLATION NOTES**

1. SLOPE TRACKING MAY BE USED ON SLOPES 3:1 OR STEEPER.
2. TRACKING GROOVES SHALL BE PERPENDICULAR TO THE SLOPE.
3. SLOPE TRACKING SHALL NOT BE USED ON EXTREMELY SANDY OR ROCKY SOILS.

**MAINTENANCE NOTES**

1. FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN CONTROL MEASURES IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.
2. VEHICLES AND EQUIPMENT SHALL NOT BE DRIVEN OVER AREAS THAT HAVE BEEN SLOPE TRACKED.



			<b>SLOPE TRACKING</b>		
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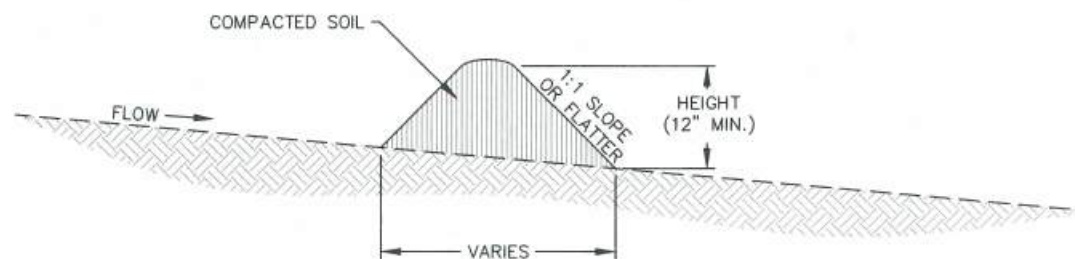
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### TEMPORARY COMPACTED BERM

#### INSTALLATION NOTES

1. COMPACTED BERM MUST BE A MINIMUM HEIGHT OF ONE FOOT. BASE WIDTH IS DETERMINED BY HEIGHT.
2. COMPACTED BERMS MUST BE ADEQUATELY COMPACTED. NOT ALL SOILS ARE SUITABLE FOR COMPACTED BERMS.
3. INSTALL COMPACTED BERMS ALONG CONTOUR; DO NOT INSTALL PERPENDICULAR TO SLOPE.
4. THE MAXIMUM TRIBUTARY DRAINAGE AREA PER 100 LINEAR FEET OF COMPACTED BERMS SHALL BE ¼ ACRE.

#### MAINTENANCE NOTES

1. FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN CONTROL MEASURES IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.
2. ACCUMULATED SEDIMENT MUST BE REMOVED WHEN THE HEIGHT REACHES ½ OF THE DESIGN DEPTH OF THE BERM.



	TEMPORARY COMPACTED BERM		
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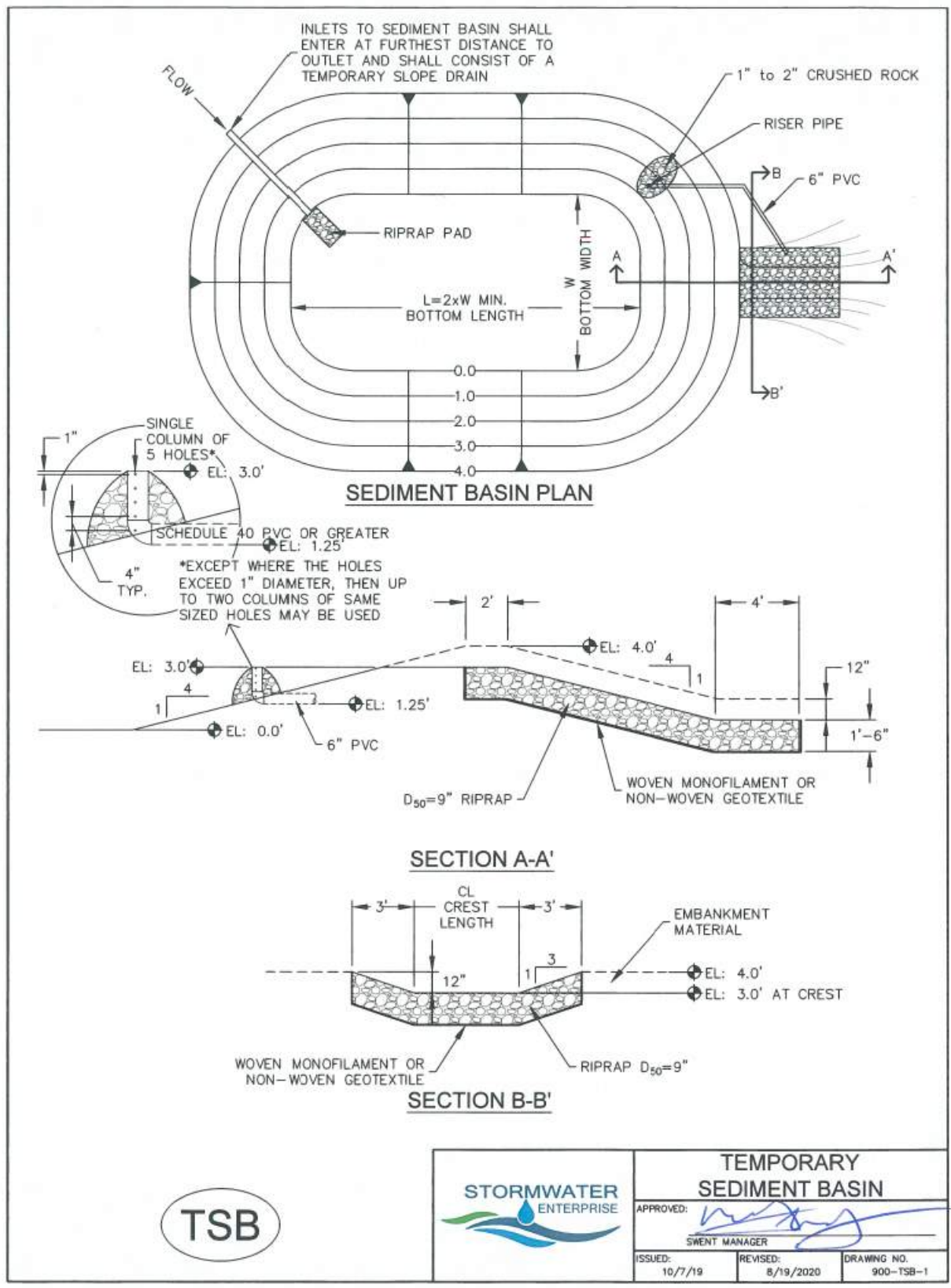


TABLE SB-1, SIZING INFORMATION FOR STANDARD SEDIMENT BASIN

UPSTREAM DRAINAGE AREA (ROUNDED TO NEAREST ACRE), (AC)	BASIN BOTTOM WIDTH (W), (FT)	SPILLWAY CREST LENGTH (CL), (FT)	HOLE DIAMETER (HD), (IN)
1	12½"	2	9/32
2	21	3	13/16
3	28	5	½
4	33½	6	9/16
5	38½	8	23/32
6	43	9	27/32
7	47¼	11	25/32
8	51	12	27/32
9	55	13	7/8
10	58¼	15	15/16
11	61	16	33/32
12	64	18	1
13	67½	19	1 1/16
14	70½	21	1 1/8
15	73¼	22	1 3/16

**INSTALLATION NOTES**

- FOR STANDARD BASIN, BOTTOM DIMENSION MAY BE MODIFIED AS LONG AS BOTTOM AREA IS NOT REDUCED.
- EMBANKMENT MATERIAL SHALL CONSIST OF SOIL FREE OF DEBRIS, ORGANIC MATERIAL, AND ROCKS OR CONCRETE GREATER THAN 3 INCHES, AND SHALL HAVE A MINIMUM OF 15 PERCENT BY WEIGHT PASSING THE No. 200 SIEVE
- EMBANKMENT MATERIAL SHALL BE COMPACTED TO AT LEAST 95 PERCENT OF MAXIMUM DENSITY IN ACCORDANCE WITH ASTM D-698.
- PIPE SCHEDULE 40 OR GREATER SHALL BE USED.
- THE DETAILS SHOWN ON THESE SHEETS PERTAIN TO STANDARD SEDIMENT BASIN(S) FOR DRAINAGE AREAS LESS THAN 15 ACRES. SEE CONSTRUCTION DRAWINGS FOR EMBANKMENT, STORAGE VOLUME, SPILLWAY, OUTLET, AND OUTLET PROTECTION DETAILS FOR ANY SEDIMENT BASIN(S) THAT HAVE BEEN INDIVIDUALLY DESIGNED FOR DRAINAGE AREAS LARGER THAN 15 ACRES. DESIGN CALCULATIONS MUST BE APPROVED PRIOR TO IMPLEMENTATION.

**MAINTENANCE NOTES**

- FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN CONTROL MEASURES IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.
- SEDIMENT ACCUMULATED IN BASIN SHALL BE REMOVED AS NEEDED TO MAINTAIN CONTROL MEASURE EFFECTIVENESS, TYPICALLY WHEN SEDIMENT DEPTH REACHES ONE FOOT (I.E. TWO FEET BELOW SPILLWAY CREST).
- SEDIMENT BASINS ARE TO REMAIN IN PLACE UNTIL THE UPSTREAM DISTURBED AREA IS PERMANENTLY STABILIZED.
- PERMANENTLY STABILIZE AREA AFTER SEDIMENT BASIN REMOVAL.



**STORMWATER ENTERPRISE**

**TEMPORARY SEDIMENT BASIN**

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**STORMWATER ENTERPRISE**

**TEMPORARY SEDIMENT BASIN**

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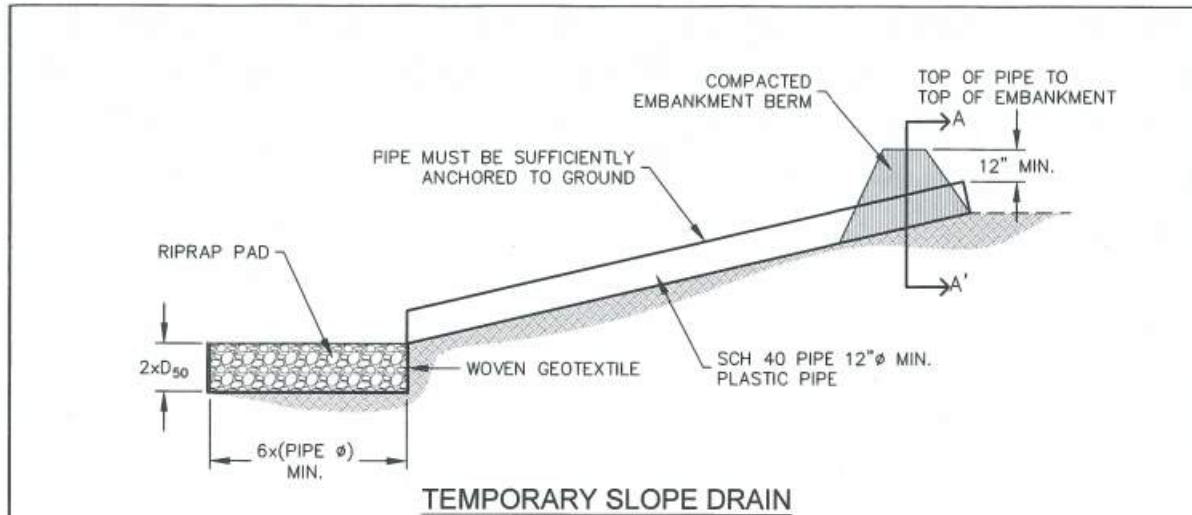
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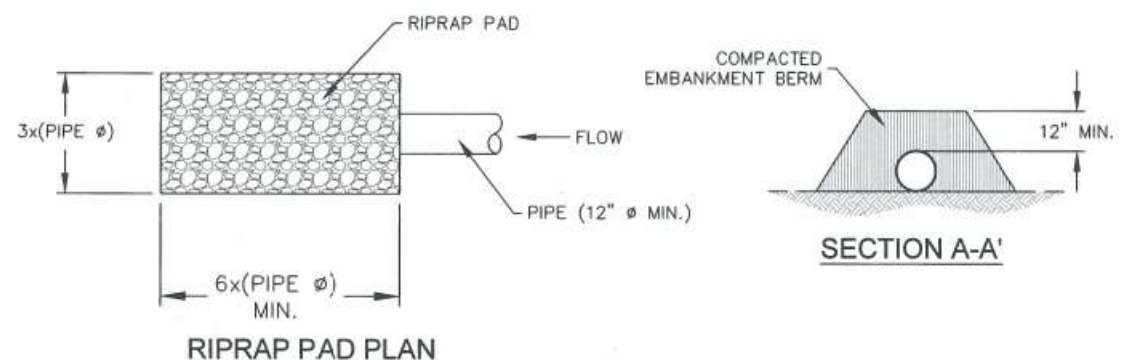


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TEMPORARY SLOPE DRAIN



RIPRAP PAD PLAN

SECTION A-A'

INSTALLATION NOTES

1. THE LISTED DIMENSIONS ARE CONSIDERED A MINIMUM; LARGER DRAINS CAN BE IMPLEMENTED BY THE CONTRACTOR.
2. DETAILS SHOW MINIMUM COVER; INCREASE COVER AS NECESSARY.

MAINTENANCE NOTES

1. FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN CONTROL MEASURES IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.
2. INSPECT INLETS AND OUTLETS AFTER STORMS TO PREVENT EXCESS CLOGGING. BREACHES IN PIPES SHOULD BE REPAIRED AS SOON AS FEASIBLY POSSIBLE.
3. INSPECT RIPRAP PAD AT OUTLET FOR SIGNS OF EROSION. IF SIGNS OF EROSION EXIST, ADDITIONAL ARMORING MAY BE INSTALLED.
4. TEMPORARY SLOPE DRAINS SHOULD REMAIN UNTIL THEY ARE NOT NEEDED, BUT SHOULD BE REMOVED BEFORE THE END OF CONSTRUCTION.
5. PERMANENTLY STABILIZE AREA AFTER TEMPORARY SLOPE DRAINS ARE REMOVED.

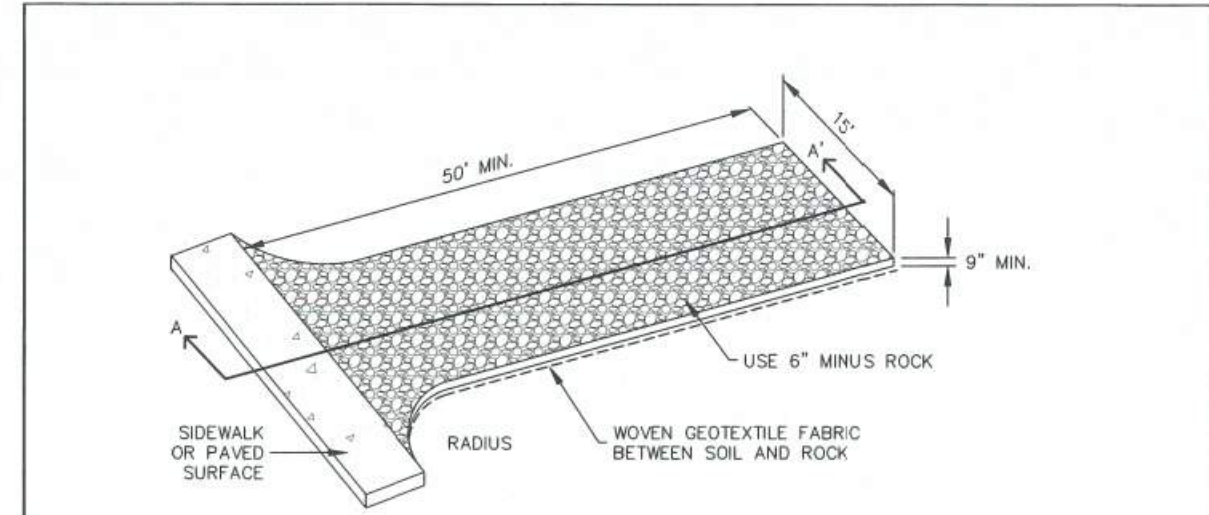


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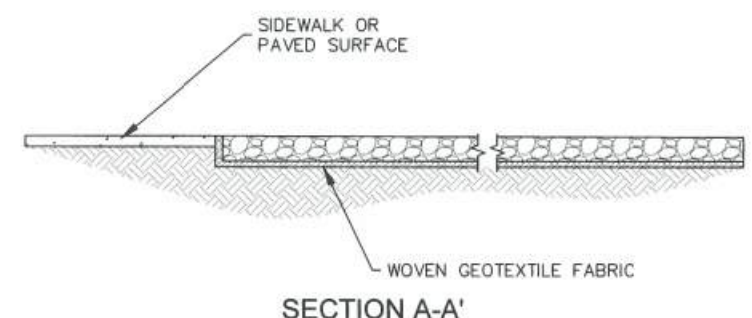
**TEMPORARY SLOPE DRAIN**

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AGGREGATE VEHICLE TRACKING CONTROL



SECTION A-A'

INSTALLATION NOTES

1. A STABILIZED CONSTRUCTION ENTRANCE/EXIT SHOULD BE LOCATED AT ALL POINTS WHERE VEHICLES EXIT THE CONSTRUCTION SITE TO ADJACENT ROADWAY.
2. STABILIZED CONSTRUCTION ENTRANCE/EXITS SHALL BE INSTALLED PRIOR TO ANY LAND DISTURBING ACTIVITIES.
3. RADIUS MUST BE ADEQUATE FOR INTENDED CONSTRUCTION VEHICLE TURNING.
4. ROCK SHOULD CONSIST OF 6" MINUS ROCK.
5. INSTALL CONSTRUCTION FENCE ON BOTH SIDES OF VEHICLE TRACKING CONTROL PAD WHEN NEEDED OR REQUIRED BY INSPECTOR.

MAINTENANCE NOTES

1. FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN CONTROL MEASURES IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.
2. SEDIMENT TRACKED ONTO THE ADJACENT ROAD SHALL BE REMOVED DAILY, BY SWEEPING OR SHOVELING, AND NEVER WASHED DOWN STORM DRAINS.
3. ROUGHEN, REPLACE AND/OR ADD ROCK AS NEEDED TO MAINTAIN CONSISTENT DEPTH AND TO PREVENT SEDIMENT TRACKING ONTO ADJACENT STREET.
4. PERMANENTLY STABILIZE AREA AFTER VEHICLE TRACKING CONTROL IS REMOVED.



**STORMWATER ENTERPRISE**

**VEHICLE TRACKING CONTROL**

APPROVED: *[Signature]*  
SWEET MANAGER

ISSUED: 10/7/19    REVISED: 8/19/2020    DRAWING NO. 900-VTC

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Sheet Revisions		
Date	Comments	Init

North Gate Boulevard	
GRADING AND EROSION CONTROL PLAN	GEC 12 of 12
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