



**THE CITY OF COLORADO SPRINGS
REQUEST FOR PROPOSALS**

Consultant Services

R24-T092SL

Date Issued: July 22, 2024

FOR

CONSTRUCTION MANAGEMENT FOR 8TH STREET

PROPOSALS ARE DUE NO LATER THAN

WEDNESDAY, AUGUST 21, 2024 AT 2:00PM MST

Contact

Sarah M. Lagunas
107 N. Nevada, Suite 125
City of Colorado Springs, Colorado 80903
(719) 385-5211

Sarah.Lagunas@coloradosprings.gov



The City of Colorado Springs requests Time and Material (T&M) proposals, as detailed in this Request for Proposal (RFP), for Construction Management For 8th Street.

This project is utilizing Pikes Peak Rural Transportation Funds and Federal Funds; please ensure included Federal Forms are completed and submitted.

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



SECTION INDEX

SECTION I	PROPOSAL INFORMATION
SECTION II	PROPOSAL CONTENT
SECTION III	EVALUATION FACTORS
SECTION IV	SPECIAL CONTRACT TERMS AND CONDITIONS/SPECIAL SOLICITATION PROVISIONS
SECTION V	EXHIBITS
SECTION VI	APPENDICES



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 (www.BidNetDirect.com). All addenda or amendments shall be issued through BidNet and may not be available through any other source.

1.1 RFP SCHEDULE OF EVENTS

The upcoming schedule of events is as follows:

<u>Event</u>	<u>Date</u>
Issue Request for Proposal	July 22, 2024
Pre-Proposal Conference	July 30, 2024 at 10:00AM MST

We will hold a pre-proposal conference via Microsoft Teams. This meeting is not mandatory. However, all Offerors are encouraged to attend. Please use the link below to attend the meeting:

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 212 427 033 231

Passcode: LPwXYN

Dial in by phone

[+1 720-617-3426,332057087#](tel:+17206173426,332057087#) United States, Denver

[Find a local number](#)

Phone conference ID: 332 057 087#

Cut Off Date for Questions August 5, 2024 by 2:00PM MST

Questions about the RFP must be submitted electronically to the solicitation in BidNet. A written response to any inquiry may be provided in the form of an Amendment to the solicitation. See 1.7 Amendments. Questions must be received no later than **August 5, 2024 by 2:00PM MST**.

Requests for information or support shall be addressed to:

Sarah M. Lagunas, sarah.lagunas@coloradosprings.gov

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

The only acceptable method of submitting questions is electronically within BidNet.



Proposal Due Date	August 21, 2024 by 2:00PM MST
Interviews (if applicable)	TBD
Award of Contract	Tentatively September 2024
Notice to Proceed	Tentatively September 2024

1.2 SUBMISSION OF PROPOSAL

Proposals are to be submitted electronically on BidNet Direct:
www.bidnetdirect.com.

Please review the submission requirements *well in advance* of submission date and time; and allow for sufficient 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 their proposal documents are uploaded and submitted correctly, and that a **confirmation number** is obtained upon successful submission.

BidNet Customer Support Team can be reached 1-800-835-4603.

NO LATE OFFERS WILL BE ACCEPTED

Date/Time: Proposals shall be received on or before August 21, 2024 by 2:00PM MST.

1.3 NUMBER OF COPIES

Offerors shall submit **one (1) electronic** copy of the proposal documents. Upon submission, all proposal documents shall become and remain the property of the City of Colorado Springs. Proposals are to be submitted electronically on the BidNet Website (www.bidnetdirect.com).

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 Construction Management for 8th Street.



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. It is the Offeror's responsibility to check the website for posted amendments or contact the Contracts Specialist listed on this RFP 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 **365 calendar days** from the issuance of a notice to proceed.

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. 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 is 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. Statement of Work
- C. Other Appendices, Schedules, Exhibits, or Attachments

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/page/construction-contractors>.

Questions can be directed to the City Sales Tax Division at:

(719) 385-5903 or Construction_SalesTax@ColoradoSprings.gov.

Our Registration Numbers are as follows:

City of Colorado Springs

Federal I.D.: 84-6000573

Federal Excise: A-138557

State Sales Tax: 98-03479

1.21 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.

1.22 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.

1.23 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.



SECTION II – PROPOSAL CONTENT

2.0 PROPOSAL CONTENT

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 twenty (25) pages. **A page shall be defined as 8-1/2" x 11" (letter size); single sided, with one-inch (1") margins, and a minimum font of Times New Roman ten (10).** Each section of the proposal should be labeled to clearly follow the requirements sections identified in this 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 Solicitation Qualifications Document
- Exhibit 4 Federal Forms
- Appendix A Hourly Rate Sheet (Not Evaluated)
- Addenda, if applicable

2.2 COVER LETTER

The cover letter shall be no more than two (2) 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, and size of firm. Financial stability information (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) may be requested during the proposal evaluation and award process.



2.5 EXPERTISE AND QUALIFICATIONS

In this section, the Offeror must demonstrate that it meets and/or exceeds all requirements regarding expertise and qualifications of personnel proposed to complete the work defined in the Statement of Work/Scope of Services of this RFP. Qualifications of personnel are considered of the essence of the services provided. Therefore, the Offeror must provide information on Key Personnel who will be the personnel performing the consulting services.

A. Relevant Experience

In the Expertise and Qualifications Area, the Offeror should provide at least three references or identify contracts demonstrating that it successfully provided services/products that are the same or similar to those in the RFP. The proposal should adequately explain the successful outcomes of the projects. 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 State 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?

B. Key Personnel

In the Expertise and Qualifications Area, resumes must be provided for all personnel who would be performing work on the resultant Contract. 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 during current and future task orders?
4. Do the key personnel possess all requisite certifications, licenses, experience, etc.?

2.6 PRICE AREA (NOT EVALUATED)

2.7 PROPOSAL PRESENTATION

Although not a section of the proposal, 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, Solicitation Qualifications Document 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, Solicitation Qualifications Document and return it 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 EXPERTISE AND QUALIFICATIONS

See Section II – Item 2.5A and 2.5B

3.1.2 PRICE AREA (NOT EVALUATED)

See Section II – Item 2.6

3.1.3 PROPOSAL PRESENTATION

See Section II – Items 2.7

3.1.4 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: Expertise and Qualifications

Second: Proposal Presentation

Exceptions and Insurance areas will be scored as pass or fail. Failure in this area may result in disqualification from award.

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:

1. The following apply to the Technical and Expertise and Qualifications Areas:

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.

2. The following apply to the Proposal Presentation Area:

Exceptional – The proposal is professionally communicated, complete in all areas, provides sufficient detail, and is presented in a clear and effective manner. The quality far exceeds that of the competition, industry standard, or reasonable expectation.

Very Good – The proposal is professionally communicated, complete in all areas, provides sufficient detail, and is presented in a clear and effective manner. The quality exceeds that of the competition, industry standard, or reasonable expectation.

Satisfactory – The proposal is professionally communicated, complete in all areas, provides sufficient detail, and is presented in a clear and effective manner. The quality is equal to that of the competition, industry standard, or reasonable expectation.

Marginal – The proposal is not professionally communicated and is incomplete in some areas, provides insufficient detail, and is not presented in a clear and effective manner. The quality is below that of the competition, industry standard, or reasonable expectation.

Unacceptable – The proposal is not professionally communicated and is incomplete in many areas, provides insufficient detail, and is not presented in a clear and effective manner. The quality is far below that of the competition, industry standard, or reasonable expectation.

3. The following apply to the Exceptions and Insurance Areas

Exceptions and insurance will be evaluated as pass or fail. Whether exceptions to City terms and conditions are acceptable or unacceptable will be determined at the sole discretion of the City. Any exceptions deemed unacceptable may result in a “fail” rating. The Insurance Area will be rated as “pass,” unless the Offeror fails to meet any stated insurance requirement provided in this RFP. If the Offeror fails to meet any stated insurance requirement provided in



this RFP, the Offeror will be rated “fail” in the Insurance Area. A rating of “fail” in either of these areas may result in disqualification from award.

D. Area Scoring

The total maximum score a proposer can achieve is 50 points; the maximum score for each area is divided as follows:

Expertise and Qualifications: 40 Points

Proposal Presentation: 10 Points

E. 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 provided at Exhibit 2 contains contract terms and conditions.

4.1 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	Solicitation Qualification Documents
Exhibit 2	Sample Contract
Exhibit 3	Evaluation Scoresheet
Exhibit 4	Federal Forms



EXHIBIT 1 SOLICITATION QUALIFICATION DOCUMENTS

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 and Pikes Peak Rural Transportation Authority (PPRTA) 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 VII

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



ACKNOWLEDGE ADDENDUM

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

Addendum #1
Initial Here Dated:

Addendum #2
Initial Here Dated:

Addendum #3
Initial Here Dated:

Additional Addendum, if issued *Initial Here* Dated:



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. 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.

1. Commercial General Liability for limits not less than \$2,000,000 combined single limit for bodily injury and property damage for each occurrence. Coverage shall include:
 - a) Premises and Operations
 - b) Personal/Advertising Injury
 - c) Products/Completed Operations
 - d) Liability assumed under an Insured Contract (including defense costs assumed under contract)
2. Workers' Compensation and Employers Liability as required by statute. Workers' Compensation and Employers Liability coverage is to be carried for a minimum limit of \$1,000,000.
3. Automobile Liability covering any auto (including owned, hired, and non-owned autos) with a minimum of \$1,000,000 each accident combined single limit.
4. 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.
 - a) 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.
 - b) Policy shall contain a waiver of subrogation against the CITY.

Except for workers' compensation and employer's liability insurance and Professional Liability, the City of Colorado Springs and Pikes Peak Rural Transportation Authority (PPRTA) 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

CONSULTANT SERVICES 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	Name & Phone#	City Dept Rep	Name & Phone# & Department Name
NOT TO EXCEED Contract Amount:		City Account #	Acct Code (5) Fund (3) Dept (4) Project (7)
Contract Type:		Period of Performance:	

1. INTRODUCTION

THIS TYPE CONTRACT ("Contract") is made and entered into this ___ day of _____, 20xx 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: XXXXXXXX.

The Contractor did on the ___ day of _____, 20xx 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. Appendix A – Additional Terms and Conditions
3. Appendix B – Contractor’s Proposal,
4. Appendix C – Statement of Work.
5. Appendix D – Project Schedule
6. Appendix E – Insurance Requirements



2. COMPENSATION/CONSIDERATION

Subject to the terms and conditions of the Contract Documents, Contractor shall provide all materials, supplies, labor, services, transportation, tools, equipment, and parts to perform _____ services for the City of Colorado Springs in a good and workmanlike manner to the satisfaction of the City for the estimated price of _____, not to exceed \$ _____ (“Not to Exceed estimate”). If the performance of this Contract involves the services of others or the furnishing of equipment, supplies, or materials, the Contractor agrees to pay for the same in full. At the time of payment by the City, the Contractor shall certify in writing that said payments have been so made.

This is a Time and Material (T&M) type contract. The Not to Exceed estimate is in accordance with the Contractor’s T&M proposal and rates, as included in the attached proposal, dated XXXXXX. All labor charges shall be in accordance with the T&M rates provided therein. Invoiced hours shall be subject to City review and approval before payable.

The parties estimate that performance of this Contract will not exceed the Not to Exceed estimate. The Contractor shall notify the City Contracts Specialist in writing whenever it has reason to believe that the costs the Contractor expects to incur under this Contract in the following 60 days, when added to all costs previously incurred, will exceed 75 percent of the estimated cost specified herein; or the total cost for the performance of this Contract will be either greater or substantially less than had been previously estimated. As part of the notification, the Contractor shall provide the Contracts Specialist a revised estimate of the total cost of performing this Contract.

The City is not liable for any costs above the Not to Exceed estimate, and the Contractor is not obligated to continue performance under this Contract (including actions under the Termination clause of this Contract) or otherwise incur costs in excess of the Not to Exceed estimate specified herein, until the City Contracts Specialist

- (i) notifies the Contractor in writing that the estimated cost has been increased and
- (ii) provides a revised estimated total not to exceed price of performing 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 _____ **Calendar Days** after the Notice-to-Proceed (“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 Appendix E, which includes Property, Liability and Professional Errors and Omissions coverage, and as otherwise listed in Appendix E. 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 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. 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.

13. 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.

14. 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.

15. INDEMNIFICATION

The Consultant shall indemnify and hold harmless the City, its enterprise(s), associated and/or affiliated entities, successors, or assigns, its elected officials, officers, employees, agents, and volunteers from and against all liabilities, claims, actions, damages, losses, and expenses, including without limitation reasonable attorneys' fees and costs, arising out of or resulting in any way from the performance of professional services for the City under this Contract and caused by any willful or negligent error, omission, or act of or a failure to observe any applicable standard of care by the Consultant or any person employed by it or anyone for whose acts the Consultant is legally liable. The Consultant hereby irrevocably waives and excuses City and its attorneys from compliance with any requirement to obtain a certificate of review as a condition precedent to commencement of an action, including any such requirements set forth in Section 13-20-602, C.R.S. or similar statute. In consideration of the award of this Contract, to the extent damages are covered by insurance, the Consultant 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 Consultant for the City. The indemnification obligation shall survive the expiration or termination of this Contract

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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:

i. 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.

ii. Contractor’s disregard of the laws or regulations of any public body having jurisdiction.

iii. Contractor’s disregard of the authority of Project Manager.

iv. Contractor’s violation in any material provision of the Contract Documents.

v. 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.

vi. 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.

vii. 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.

viii. 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 i-viii 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, 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.

23. 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.



24. 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.

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

26. 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.

27. 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

28. 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. The Statement of Work
- C. Other Appendices, Attachments, Exhibits, or Schedules

29. HEADINGS

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

30. DISPUTES

- A. All administrative and contractual disputes arising from or related to this Contract shall be addressed in the following manner:
 - i. 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.
 - ii. 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.
 - iii. 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.
 - iv. 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.
 - v. 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.
 - vi. 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.

31. 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.

32. PAYMENTS

The City will make payments for services on a monthly basis for services performed during the previous month in accordance with this Contract. All labor Invoices shall include labor categories, rates, hours worked, and total amounts per category. All labor categories and rates charged must be included in this Contract. No other categories or rates will be allowed or payable. All labor invoices are subject to City approval.

Materials will be payable on a reimbursable basis with no additional profit, fee, overhead, handling, or General and Administrative (G&A) costs. All costs for materials shall be approved by the City Contracts Specialist before the costs are incurred and payable.

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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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/page/construction-contractors>. Questions can be directed to the City Sales Tax Division at (719) 385-5903 or Construction_SalesTax@coloradosprings.gov.

Our Registration Numbers are as follows:

City of Colorado Springs

Federal I.D.: 84-6000573

Federal Excise: A-138557

State Sales Tax: 98-03479

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

38. 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.

39. 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.

40. 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.

41. 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 Contract 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.

42. ELECTRONIC SIGNATURES

This Agreement and all other documents contemplated hereunder may be executed using electronic signatures 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.

43. APPENDICES

The following Appendices are made a part of this Agreement:

1. Appendix A – Additional Terms and Conditions
2. Appendix B – Contractor's Proposal,
3. Appendix C – Statement of Work.
4. Appendix D – Project Schedule
5. Appendix E – Insurance Requirements



CONTRACT SIGNATURE PAGE

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

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

THE CITY OF COLORADO SPRINGS, COLORADO:

SECOND PARTY:
SAMPLE CONTRACT ONLY
Corporate Name
Signature Date
Title



EXHIBIT 3 EVALUATION SCORESHEET

RFP EVALUATION CRITERIA DESCRIPTION	SCORE
2.5 EXPERTISE AND QUALIFICATIONS AREA	
<p>In this section, the Offeror must demonstrate that it meets and/or exceeds all requirements regarding expertise and qualifications of personnel proposed to complete the work defined in the Statement of Work/Scope of Services of this RFP. Qualifications of personnel are considered of the essence of the services provided. Therefore, the Offeror must provide information on Key Personnel who will be the personnel performing the consulting services.</p>	
A. Relevant Experience	
<p>In the Expertise and Qualifications Area, the Offeror should provide at least three references or identify contracts demonstrating that it successfully provided services/products that are the same or similar to those in the RFP. The proposal should adequately explain the successful outcomes of the projects. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions.</p> <ol style="list-style-type: none"> 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 State 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? <p>COMMENTS:</p>	<p>5 – Exceptional 4 – Very Good 3 – Satisfactory 2 – Marginal 1 – Unacceptable</p> <p>Rating: ____</p>
B. Key Personnel	
<p>In the Expertise and Qualifications Area, resumes must be provided for all personnel who would be performing work on the resultant Contract. 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.</p> <ol style="list-style-type: none"> 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 during current and future task orders? 4. Do the key personnel possess all requisite certifications, licenses, experience, etc.? 	<p>5 – Exceptional 4 – Very Good 3 – Satisfactory 2 – Marginal 1 – Unacceptable</p> <p>Rating: ____</p>



COMMENTS:	
Sum of Ratings in Expertise and Qualifications Area (Add numbers in Section 2.5.A. and 2.5.B):	
Total Possible Points:	40 Points
2.6 PRICE AREA (NOT EVALUATED)	
2.7 PROPOSAL PRESENTATION	
Although not a section of the proposal, presentation is an important factor. Offerors should provide a highly professional product, which is complete, accurate, easily understood, and effectively presented. COMMENTS:	5 – Exceptional 4 – Very Good 3 – Satisfactory 2 – Marginal 1 – Unacceptable Rating: ____
Sum of Ratings in Proposal Presentation Area (Add number from Section 2.7):	
Total Possible Points:	10 Points
EXCEPTIONS PROPOSED	
What (if any) exceptions (redlines to our terms and conditions) were proposed? Are they acceptable? COMMENTS:	Pass/Fail
INSURANCE REQUIREMENTS Does the Offeror meet all insurance requirements?	Pass/Fail
TOTAL SCORE – Add Evaluation Scores from Sections 2.5 and 2.7. The sum is the total score.	Total Score:



EXHIBIT 4 FEDERAL FORMS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

A. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

B. Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements or receiving stolen property.

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (B) of this certification; and

D. Have not within a three-year period preceding this application/proposal had one or more public transaction (federal, state or local) terminated for cause or default.

E. Are not on the Comptroller General's List of Ineligible Bidders or any similar list maintained by any other governmental entity.

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

(Check One)

I DO CERTIFY (____)

I DO NOT CERTIFY (____)

Date: _____

Signature: _____

Title: _____



RESTRICTIONS ON LOBBYING CERTIFICATION

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

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

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

Proposer: _____

Signature: _____

Title: _____

Date: _____



NON-COLLUSION AFFIDAVIT

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

1. That I am an officer or employee of the _____ (proposing entity) having the authority to sign on behalf of the corporation, and,

2. That the prices in the attached proposal were arrived at independently by _____ (proposing entity) without collusion, consultation, communication, or any agreement, for the purpose of restricting competition as to any matter relating to such prices with any other proposer or with any other competitor regarding an understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or service described in the RFP/IFB designed to limit independent proposals or competition; and

3. That unless otherwise required by law, the contents and prices contained in the proposal have not been communicated by _____ (proposing entity) or its employees or agents to any person not an employee or agent of _____ (proposing entity), or its surety on any bond furnished with the proposal, and will not be communicated to any such person prior to the official opening of the proposal; and,

4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Proposer: _____

Signature: _____

Title: _____

Date: _____



EQUAL EMPLOYMENT STATUS REPORT

Contractor's Name _____

Street Address _____

City _____ State _____ Zip Code _____

This firm is:

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

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

Signature _____

Date _____

Title _____



SECTION IV – APPENDICES

6.0 APPENDICES

Appendix A	Hourly Rate Sheet (Not Evaluated)
Appendix B	Scope of Work
Appendix C	Minimum Insurance Requirements
Appendix D	PPRTA-Funded Projects Special Provisions
Appendix E	Clauses for Contracts Subject to Federal Requirements
Appendix F	Public Works Meeting Plan Template 2024
Appendix G	Public Works Public Involvement Plan 2024
Appendix H	Public Works Title VI PIOS Requirements 2024



APPENDIX A – HOURLY RATE SHEET (NOT EVALUATED)

Please submit your hourly rate sheet in separate envelope. Do not include in your proposal. The hourly rates will not be evaluated.



APPENDIX B – SCOPE OF WORK

Follows this page.

APPENDIX B SCOPE OF WORK

1. PROJECT BACKGROUND AND GENERAL DESCRIPTION

The 8th Street: Motor City Way to Fountain Creek Project is being designed and advertised for construction in the fall of 2024. Funding for the project is through the Pikes Peak Rural Transportation Authority (PPRTA). The City is selecting a Construction Management consultant for the project.

8th Street is a four-lane road with a mix of signalized left turn lanes and continuous dual left turn lane and dedicated right turn lanes. Within the project limits there are existing traffic signals at Moreno Street and Lower Gold Camp Road. The area has extensive commercial business with more defined access control on the eastside. Westside access is less defined.

Improvements include replacing existing 24-inch water line from Motor City Drive to Vermijo Avenue, replacing traffic signals at Lower Gold Camp Road and Moreno Avenue, pedestrian ramp improvements at Lower Gold Camp Road, Moreno Street and Costilla Street and new driveway and sidewalk on the west side from Lower Gold Camp Road to Costilla Street. Storm sewer upgrades from Moreno Avenue south to Bear Creek. Signing striping and overlay of the project limits.

The selected Construction Management firm will need to coordinate with City Staff including: Traffic Engineering, Colorado Springs Utilities, other utilities, and the General Public. Traffic control and notification of schedules to the public will be an important component of Construction Management. The selected Firm will need to coordinate with adjacent businesses, to ensure public access during the construction period, which is estimated to take 12 months. Asphalt reconstruction of business driveways will be part of this project.

The selected Consultant will provide qualified construction management, inspection, and materials testing personnel to ensure the construction contractor's conformance and compliance with the contract documents and other applicable standards and specifications. Wilson Engineering will likely be retained under a separate contract to answer Design and Engineering questions and to review Contractor submittals as required.

Project construction is anticipated to be advertised under a best value model, with water line and storm sewer construction as phase I and roadway construction as phase II. Project construction is estimated to start in fall 2024 for waterline and storm sewer, with road work to follow. The selected consultant will assist the City and design engineer with packaging the construction phases and negotiations with the contractor.

The Project generally consists of the following work elements:

A. Roadway Improvements, consisting of Hot Mix Asphalt and Concrete, Curb and Gutter, Concrete Curb Ramps, Driveways and Sidewalks

- B. Permanent drainage conveyances including Storm Sewer, Inlets, Manholes
- C. Utility Adjustments and Relocations for new utilities and inlets
- D. Temporary Erosion Control protection
- E. Property Restoration, Landscaping, and Irrigation
- F. Signing, Striping, and Signals
- G. Public and Business Outreach, Information and Coordination
- H. Construction Phasing and Traffic Control, including pedestrians and bicyclists

2. CONSTRUCTION MANAGEMENT EXPECTATIONS

The Consultant will not be provided a Field Office for the duration of the Project. It is anticipated that a field office will be installed or provided by the contractor in the initial mobilization. The Consultant shall have access to the office if needed.

The Consultant should review the City's Program Management Plan (PMP) for Construction Management requirements, sections 10 and 11.

https://coloradosprings.gov/sites/default/files/inline-images/public_works_program_management_plan_combined_finalv1.pdf

The Consultant's Scope of Work shall define Construction Management Services Tasks that are consistent with the City's Program Management Plan (PMP). The consultant should also review the project design documents to understand the full extent of the construction on the project and the resulting inspection requirements for the project. The consultant shall require that all personnel working on the project be familiar with City contract documents and applicable City standards and procedures. The Consultant will be asked to use the Masterworks Software System for electronic documentation. Estimated start of Construction is Fall 2024 but may shift. Selected consultant staff should be able to provide staff that is flexible with the start date. Anticipated duration of work is 1 year (12 months) per project phase.

The Consultant's Proposal shall consider the following tasks in the Scope of Work:

A. Provide and coordinate all construction management services required to fulfill the project needs.

1. Assist with pre-advertisement tasks in preparation of best value construction advertisement.
2. Coordinate communications between the Contractor, City, and all other stakeholders associated with the project.

3. Maintain a record of all written communications among the Contractor, City, and consultant both in written form at the field office and in electronic form on the City's Masterworks software system.
4. Perform all field coordination between the contractor, the City's Project Manager, and all affected Utility Departments, agencies, and property owners.
5. Conduct conferences: pre-construction, concrete pre-pours, and/or others that may apply such as construction phasing transitions, night work, etc.
 - a. Organize meeting space and invitations; coordinate submittal of forms, letters, schedules, mix designs, drawings, etc. for review prior to the meeting; prepare conference agendas, and facilitate the meeting.
 - b. Complete agendas and prepare and distribute meeting minutes.
6. Conduct weekly progress meetings and review updated two-week schedule.
7. Supervise construction. Night work is not anticipated but may be allowed to facilitate traffic control during key components of construction, such as utilities within the corridor.
 - a. Provide competent, experienced staff
 - b. Inspect and document the Contractor's work. Perform routine inspections, testing, and observations of daily and critical path construction activities to include photo documentation.
 - c. Maintain diaries
 - d. Maintain time counts.
 - e. Monitor Construction/Civil Rights Compliance.
 - f. Review Contractors Project Safety Management Plan and assure company policy compliances.
 - g. Assist the City Stormwater Inspector in ensuring compliance with the CDPHE Stormwater Construction Permit. However, the consultant will assist in bringing any issues to their attention by performing more frequent observations of the construction BMPs.
8. Assist City in reviewing and approving submittals, shop drawings and mix designs utilizing the City's Centric software system.
9. Review monthly Critical Path Schedule and Method Statements.
10. Assist City in reviewing and responding to all Requests for Information (RFI's), likely utilizing the City's Masterwork software system.
11. Coordinate review and approval of MHTs by City staff. Perform routine traffic control inspections ensuring compliance with the approved MHT's
12. Prepare interim and final Contractor pay estimates for approval by City staff. Perform field measurements and verification of contractor pay application

quantities.

13. Prepare Contract Modification Orders for authorization. Maintain a change order log.

14. Monitor and maintain the project's financial budget.

15. Prepare and submit monthly progress reports

16. Assist City PM in resolving Contractor claims and disputes

B. Provide and coordinate all final construction documentation services required to fulfill the project needs.

1. Conduct final project inspection.
2. Write final project acceptance letter.
3. Prepare and distribute final plans (As-Builts).
4. Check final quantities, plans, and pay estimate; check project documentation; and submit final certifications.

3. MATERIALS TESTING DURING CONSTRUCTION

Once consultant is selected, the Consultant should review the final design documents to develop the Scope of Work and understand the planned extent of the construction on the project and the material testing requirements. The consultant shall require that all personnel working on the project be familiar with the contract documents and applicable City/PPRTA standards and procedures (City specifications for Asphalt and Concrete materials will be used). The Consultant may be asked to use the Masterworks Software System for electronic documentation of all material testing reports.

The Consultant shall provide qualified engineers/geologists and certified engineering technicians to sample, test, and document all materials generated and produced on the project. The Consultant shall provide all Quality Assurance testing for all materials that require testing for incorporation into the Project. The City may require additional testing or other services for adequate Quality Assurance if deemed necessary. The City will provide any Independent Assurance (IA) Testing that may be required through a contract with a separate testing firm. The Consultant shall be required to coordinate with the separate firm and incorporate the IA documentation into the Project documents.

A. Provide and coordinate all material testing services required to fulfill the project needs.

1. Collect project acceptance samples
2. Perform laboratory verification tests
3. Review and accept manufactured products
4. Review and approve source materials
5. Incorporate Independent Assurance Testing (as required)
6. Review and approve mix designs for consistency with City Specifications
7. Check final materials documentation
8. Complete and distribute final materials documentation

4. PUBLIC INFORMATION SERVICE DURING CONSTRUCTION

The Consultant should review the current project design documents to understand the full extent of the public outreach required for this Project. The Consultant shall require that all personnel working on the project be familiar with the contract documents and applicable City/PPRTA standards and procedures.

The Consultant shall be required to provide Public Information Services. The Consultant shall include a basic public information plan (PIP) overview with their proposal and shall identify and provide qualifications for the Public Information Manager (PIM). The PIP shall include project milestones and planned public information strategies; identification of any public information issues; and proposed outreach and approach to crisis communications. Public Information services will follow the City's Public Participation Plan template. Attached appendix 'G'

The PIM shall maintain communications with businesses, residents, commuters, government entities and all other stakeholders that are directly adjacent to or otherwise affected by the project. The PIM shall notify stakeholders about project dates, lane restrictions, road closures, and other project activities. The PIM shall be required to ensure that the stakeholders are informed, that they have a clear method for asking questions and getting responses, and that they have an opportunity to communicate with the Project to minimize construction disruptions. Depending upon project impacts, contact with stakeholders may be required daily, weekly, monthly, or periodically throughout the duration of the project.

Communication methods or strategies shall include various types of written, verbal, and electronic communications. Public information correspondence and subsequent updates must be provided to the Engineer for review 48 hours before distribution. Written and electronic materials shall include logos for the City of Colorado Springs. All written and electronic materials shall also include basic contact information for the PIM and the project website.

The Contractor shall establish a Public Information Office (PIO) equipped with a telephone and an answering machine or answering device with the capability to record a message from the caller. This may be a cell phone, but must be a local number. The PIO shall be equipped with a computer and an e-mail account. The PIO may or may not be located within the Consultant's regular office or field office. The PIM shall record a friendly greeting on the project's published phone line each week, updating the message throughout the week, as necessary, depending on changes in work schedule, activities and traffic impacts. The recording shall include each week's forthcoming

activities including work days, hours and expected traffic delays, posted detours, project completion date, and office hours. The PIM shall check the answering machine at least twice every calendar day, including weekends. The PIM shall respond to callers and e-mail inquiries as soon as possible, but at least within 48 hours. The PIM shall keep a logbook of all calls including the contact name, date of contact, date responded, the contact's comments, and the action the PIM took. A copy of this log shall be submitted to the Engineer every two weeks or more frequently, as requested by the Engineer.

The Consultant shall coordinate with the contractor to install construction traffic signs and message boards at each major approach to the project that presents the dates the Contractor expects to initiate and complete construction and provides the phone number for the Consultant's PIO or PIM. The signs shall be erected at least 1 week prior to the start of overall construction, and 2 working days prior to the start of new construction items. Message boards will be provided by the Construction Contractor. These signs shall be updated if the project schedule changes at no cost to the project.

The City's Public Communications Office will facilitate all media coordination including interviews and news releases as may be needed.



APPENDIX C – 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.

1.	X	Commercial General Liability for limits not less than \$1,000,000 combined single limit with \$2,000,000 aggregate for bodily injury and property damage for each occurrence. Coverage shall include blanket contractual, broad form property damage, products and completed operations.
2.	X	Workers’ Compensation and Employers Liability as required by statute. Employers Liability coverage is to be carried for a minimum limit of \$100,000.
3.	X	Automobile Liability covering any auto (including owned, hired, and non-owned autos) with a minimum of \$1,000,000 each accident combined single limit.
4.	X	Professional Liability Insurance covering any damages caused by an error, omission or any negligent Acts with limits of not less than \$1,000,000 per occurrence and in the aggregate. The coverage shall have an extended reporting period of 2 years following the date of substantial completion of the project for reporting of claims.

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

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

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

 (Name of Company)

 (Signature) (Date)



APPENDIX D – PPRTA-FUNDED PROJECTS 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.



APPENDIX E – CLAUSES FOR CONTRACTS SUBJECT TO FEDERAL REQUIREMENTS

1. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

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

G. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless



exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

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

2. EQUAL EMPLOYMENT OPPORTUNITY REPORTS AND OTHER REQUIRED INFORMATION

A. Requirements for prime contractors and subcontractors.

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



2. Each person required by § 60-1.7(a)(1) to submit reports shall file such a report with the contracting or administering agency within 30 days after the award to him of a contract or subcontract, unless such person has submitted such a report within 12 months preceding the date of the award. Subsequent reports shall be submitted annually in accordance with § 60-1.7(a)(1), or at such other intervals as the Deputy Assistant Secretary may require. The Deputy Assistant Secretary may extend the time for filing any report.
3. The Deputy Assistant Secretary or the applicant, on their own motions, may require a contractor to keep employment or other records and to furnish, in the form requested, within reasonable limits, such information as the Deputy Assistant Secretary or the applicant deems necessary for the administration of the order.
4. Failure to file timely, complete and accurate reports as required constitutes noncompliance with the prime contractor's or subcontractor's obligations under the equal opportunity clause and is ground for the imposition by the Deputy Assistant Secretary, an applicant, prime contractor or subcontractor, of any sanctions as authorized by the order and the regulations in this part.

B. Requirements for bidders or prospective contractors—

1. *Certification of compliance with Part 60-2: Affirmative Action Programs.* Each agency shall require each bidder or prospective prime contractor and proposed subcontractor, where appropriate, to state in the bid or in writing at the outset of negotiations for the contract: (i) Whether it has developed and has on file at each establishment affirmative action programs pursuant to Part 60-2 of this chapter; (ii) whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; (iii) whether it has filed with the Joint Reporting Committee, the Deputy Assistant Secretary or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements.
2. *Additional information.* A bidder or prospective prime contractor or proposed subcontractor shall be required to submit such information as the Deputy Assistant Secretary requests prior to the award of the contract or subcontract. When a determination has been made to award the contract or subcontract to a specific contractor, such contractor shall be required, prior to award, or after the award, or both, to furnish such other information as the applicant or the Deputy Assistant Secretary requests.

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

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

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



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

A. *Overtime requirements.* No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

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

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

D. Payrolls and basic records.

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

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

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



4. CLEAN AIR ACT

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

5. DEBARMENT AND SUSPENSION

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

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

6. BYRD ANTI-LOBBYING AMENDMENT

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

7. SMALL BUSINESS REQUIREMENTS

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

Affirmative steps must include:



- A. Placing qualified small and minority businesses and women's business enterprises on subcontract solicitation lists.
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources for subcontracting.
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
- E. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

8. PROCUREMENT OF RECOVERED MATERIALS

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

9. ANTI-KICKBACK PROCEDURES

A. Definitions.

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



5. "Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

6. "Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

7. "Subcontractor," as used in this clause,

a. Means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and

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

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

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

1. Providing or attempting to provide or offering to provide any kickback;

2. Soliciting, accepting, or attempting to accept any kickback; or

3. Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

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

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

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

The Contracting Officer may

1. offset the amount of the kickback against any monies owed by the United States under the prime contract and/or



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

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

10. ENERGY EFFICIENCY IN ENERGY CONSUMING PRODUCTS

A. Definition. As used in this clause--

1. "Energy-efficient product"—

a. Means a product that—

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

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

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

1. Delivered.

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

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

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

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

1. The energy-consuming product is not listed in the ENERGY STAR® Program or FEMP; or



2. Otherwise approved in writing by the Contracting Officer.

D. Information about these products is available for—

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

11. BUY AMERICAN—CONSTRUCTION MATERIALS

A. Definitions. As used in this clause—

1. “Commercially available off-the-shelf (COTS) item”—
 - a. Means any item of supply (including construction material) that is—
 - i. A commercial item (as defined in paragraph (1) of the definition at FAR [2.101](#));
 - ii. Sold in substantial quantities in the commercial marketplace; and
 - iii. Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
 - b. Does not include bulk cargo, as defined in [46 U.S.C. 40102\(4\)](#), such as agricultural products and petroleum products.
2. “Component” means an article, material, or supply incorporated directly into a construction material.
3. “Construction material” means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.
4. “Cost of components” means—
 - a. For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
 - b. For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in



paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

5. “Domestic construction material” means—
 - a. An unmanufactured construction material mined or produced in the United States;
 - b. A construction material manufactured in the United States, if—
 - i. The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.
 - b. The construction material is a COTS item.
6. “Foreign construction material” means a construction material other than a domestic construction material.
7. “United States” means the 50 States, the District of Columbia, and outlying areas.
 - a. Domestic preference.
 - i. This clause implements [41 U.S.C. chapter 83](#), Buy American, by providing a preference for domestic construction material. In accordance with [41 U.S.C. 1907](#), the component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR [12.505\(a\)\(2\)](#)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.
 - ii. This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:
 - b. The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that—
 - i. The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;
 - ii. The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or



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

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

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

i. A description of the foreign and domestic construction materials

ii. Unit of measure

iii. Quantity

iv. Price

v. Time of delivery or availability

vi. Location of the construction project

vii. Name and address of the proposed supplier

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

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

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

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

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

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

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



FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON

Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
Item 1:			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
Item 2:			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]



APPENDIX F – PUBLIC WORKS MEETING PLAN TEMPLATE 2024

Will follow this page.

Meeting Plan

TEMPLATE

City of Colorado Springs
Public Works Department
2024





MEETING PLAN

The following document has been developed to serve as a planning and coordination guide for the public meeting to be held for the project. This document should be considered a living document until meeting date/time.

MEETING MANAGER

[Name of PI lead handling meeting logistics], [include cell # for easy contact on day of meeting]

MEETING INFORMATION

Please provide a basic room layout. Photo with description will suffice.

CHART

TEAM ARRIVAL

Consultant and City Staff arrive no later than [insert time] to assist in set-up for the meeting.

HELPFUL NUMBERS

- Meeting Manager – [cell #]
- City PM – [cell #]
- City Media Contact – [cell #]
- Others as appropriate – [cell #s]
- In the case of Emergency, Call 911

SAFETY PLAN

[A safety plan should be developed and communicated by a project representative at the beginning of the meeting as good public safety practice.]

[Example] Emergency exits, shelters, AEDs, fire extinguishers, restrooms will be noted and meeting staff will be informed prior to meeting start. [Name] will be responsible for calling 911, in the case of an emergency. Please find a “health buddy” and notify them if there are any health-related concerns that someone should be aware of in the case of an emergency. Raise your hand if you are first aid and CPR certified.



ACCESSIBILITY REQUESTS

Per Title II, this meeting must be accessible to individuals who have requested accommodations for disabilities.

All meeting invites must include the following language: "In accordance with the Americans with Disabilities Act of 1990 ("ADA"), the City of Colorado Springs will not discriminate against qualified individuals with disabilities. Anyone requiring an auxiliary aid or service to participate in these meetings should make the request as soon as possible but at least 48 hours before the scheduled event(s). Citizens who are deaf or hard of hearing may dial 711 or 800-659-3656 Relay Colorado (voice) or 800-659-2656 (TTY)."

If requests have been made, [responsible party] will be responsible to arrange proximity to the requestor and ensure they are in a location where the accommodation can be appropriately addressed.

AGENDA

[A meeting agenda should be developed to outline the events of the meeting, who is speaking, and other necessary event details.]

[Example]

- 5:30 pm (or as early as possible) - HDR/City Team arrives at venue for set up
- 6:15 pm – Team coordination pre-meeting
- 6:30 pm – Doors open to the public
- 6:45 pm-ish – Welcome and Project Introduction (10 – 15 minutes, use boards as slides)
 - o Welcome and Project Purpose (City)
 - o Schedule (City)
 - > Area Project Coordination (City)
 - o 3 Design Slides & Construction Phasing (Consultant, 3 slides from plan sheets, North to South)
 - o Input (Consultant)
- 8:30 pm – Meeting ends; doors close/tear down
- 8:45 pm – Team debrief

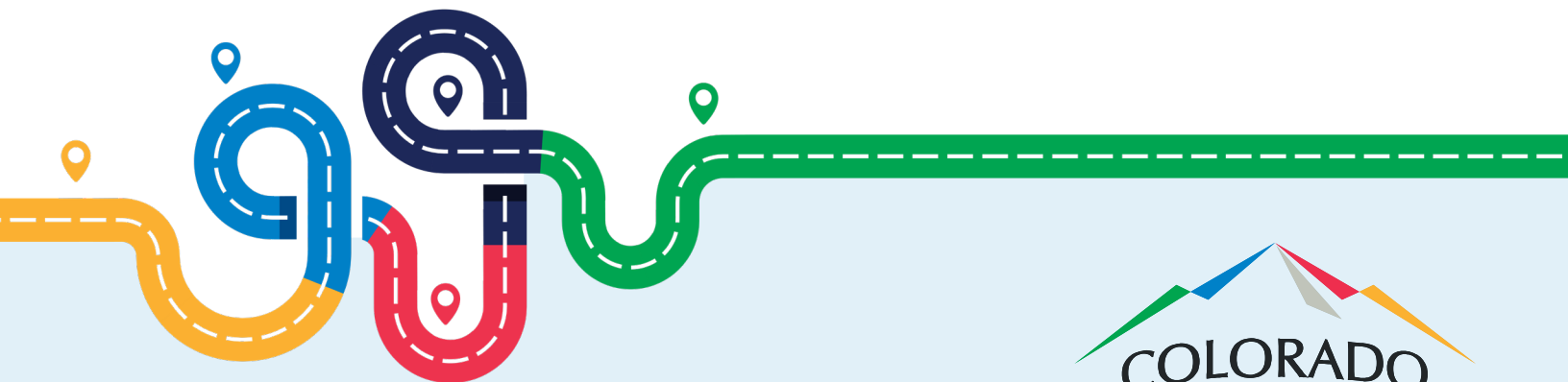
MEETING MATERIALS

[All meeting materials should be developed using City of Colorado Springs branding/style guide.] Please provide materials to PM and PW Communications Manager two weeks in advance of the meeting, and before sending materials to the printer.

SUPPLY LIST

[This table should detail all materials and supplies for the meeting.]

MATERIAL	NOTES/RESPONSIBILITY
Collateral Materials:	
Name tags	
Way-finding signage	
Electronic Equipment:	
Laptops with chargers	
Extension cords	
Power strips	
Sound equipment	
Projector/screen	
Flash drive with all meeting materials	






APPENDIX G – PUBLIC WORKS PUBLIC INVOLVEMENT PLAN 2024

Will follow this page.

Public Involvement PLAN

City of Colorado Springs
Public Works Department
2024





The purpose of this Public Involvement (PI) Plan is to outline the strategic communication approach the City of Colorado Springs (the City) will utilize alongside contracted PIOs (CPIOs) to involve the public and stakeholders throughout the duration of the project. The City aims to integrate public input into identified solutions in a reciprocal process of cooperation and communication. This plan addresses appropriate methods and interactions with the public, impacted landowners, local leaders and elected officials, governmental entities, utilities, agencies, and other interested stakeholders.

This plan will also address Title VI requirements regarding public communications for the project.

PROJECT DESCRIPTION

The plan should include 1-3 paragraphs that describe the project. Details should include, but are not limited to: location, duration of project, project purpose, and community benefit(s).

PROJECT STAKEHOLDER AND ISSUES ANALYSIS

The plan should include a stakeholder and issues analysis. See pages 3-4.

PROJECT KEY MESSAGING

The plan should include messaging that will be used across all platforms and materials when discussing the project with the public. The goal of these messages is to articulate project messaging and maintain consistency, regardless of communication event/material. Key Messages should include, but are not limited to the three following messages:

1. PROJECT PURPOSE & NEED
2. PROJECT BENEFITS
3. HOW STAKEHOLDERS AND THE PUBLIC CAN STAY INVOLVED

PROJECT SCHEDULE & PUBLIC INVOLVEMENT MILESTONES

The plan should include a public-facing Project Schedule and a detailed list of public involvement and technical milestones and anticipated dates for the team. See Page 5 for example of a proposed project schedule.

TITLE VI REQUIREMENTS AND CHECKLIST

Lastly, the plan should include the completed Public Meeting Requirements Title VI Checklist, check-in logs from Public Meetings, and a copy of any received Title VI complaints received during project duration. See: Title VI Requirements for PIOs.



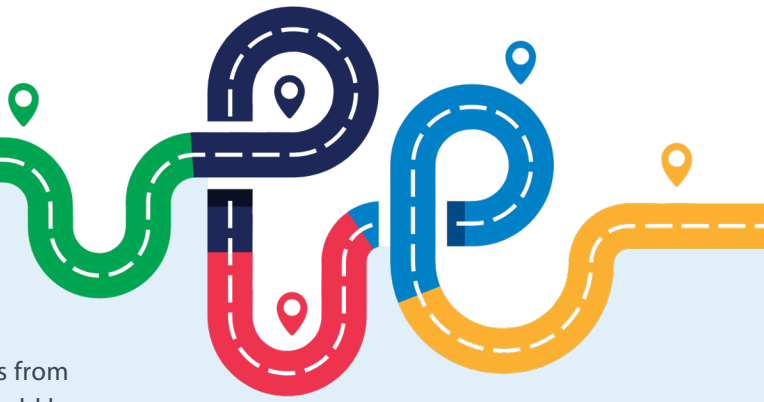
719.385.5918
R24-T092SL



coloradosprings.gov



30 South Nevada, Suite 401
Colorado Springs, CO 80903



STAKEHOLDER AND ISSUES ANALYSIS

This section should provide a summary of key project stakeholders (list of stakeholders provided by the Project Manager with additions from the CPIO) and their issues, concerns, or interest in the project. It should be accompanied by a detailed stakeholder contact log and distribution list to be completed by the CPIO.)

PROJECT STAKEHOLDERS

Providing stakeholders the appropriate opportunities to have their voice heard is important for the success of any City project. The goal of this PI Plan is to provide an effective strategy for engaging stakeholders while focusing on maintaining transparency and active engagement to foster trust, responsiveness, and two-way communication.

The CPIO will be responsible to conduct a comprehensive assessment/analysis of potential project impacts on various stakeholders, including but not limited to those identified by the Project Manager. Stakeholders' contact information, key issues and concerns, and suggested mitigations shall be documented in the initial involvement plan and updated as needed throughout the project. A spreadsheet or narrative description is acceptable.

The CPIO will build and maintain a detailed stakeholder contact log and distribution list, including internal and external audiences/stakeholders.

List should include:

- Internal shall include Mayor, City Council, Chiefs of Staff and leadership; employees and key community members
- External shall include affected residents and businesses, institutions such as local churches, schools, emergency responders, pedestrians, motorists, and the broader community.

Identify stakeholder concerns and issues that would likely include:

- Safety of customers/visitors and employees
- Dates of specific events such as parades and festivals
- Customer access to business- foot and vehicular traffic
- Daily or more-often deliveries of goods and/or services (such as cleaning crews)
- Trash companies and mail access

The CPIO should plan and complete (with team approval, on an as-needed basis) various outreach measures as prevention or resolution of issues and concerns, including:

- One-on-one meetings with stakeholders
- Group meetings with stakeholders
- Phone calls

Continued next page

- Emails, e-blasts or texts
- “Stop by” visits – ad hoc monitoring
- Website content including FAQ, fact sheets, photos, etc. Should include “calls to action” to give stakeholders something to do
- Central contact name and number
- Emergency guidance (call 911)
- Newsletters
- News releases, social media, traffic alerts and other tactics to be executed by City Communications
- Others as indicated

Strategize and propose operational mitigations to the project team that might include:

- Crew briefings about acceptable messages in the field and contact info for CPIO
- Preparing messages for businesses to use on their websites or advertising
- “Businesses open” and directional signage
- Hooded meters or parking rebates?
- Alternate parking options and communication about them

PROJECT CONTACT LOG

As the project progresses, the CPIO will be responsible to keep an ongoing log of stakeholder contacts. The City expects a phone number or hotline number and email address be made available for citizens/organizations who reach out during the course of the project. Additional methods for contact including text alerts and newsletter contacts may be utilized depending on project scope and need. Regardless of method of contact, the CPIO will keep an ongoing log to include the following:

- Date of contact
- Name and Role: Organization or Private Citizen
- Email/Phone/Contact Info
- Comment/Issue/Question
- Response/Notes
- Date closed

Contact log will be emailed weekly to City Project Manager, Public Works Communications Manager, and any other internal stakeholders as defined. The City’s expectation is that issues are initially responded to within two business days, with more detailed requests needing more time for further communication and issue close-out.



EXAMPLE: Project Schedule

168th Street Improvement Project West Dodge to West Maple

168th Street (Dodge to Maple)

Preliminary Design - May 2016 – November 2016

- March 2016 – May 2016 – Survey Crews in the Field
- July 2016 – October 2016 – Preliminary Design Work
- May 2016 – September 2016 – Traffic, Geotech, Environmental and Noise Analyses
- Traffic Analysis – Complete by August 2016
- Environmental Review – Complete by September 2016
- Geotechnical Analysis – Complete by September 2016
- Noise Analysis – Complete by September 2016

168th Street (Blondo to Maple)

- Final Design – November 2016 – September 2017
- Utility Relocations – February 2017 – March 2018
- Right-of-Way (ROW) Acquisition – February 2017 – December 2017
- Letting and Construction – October 2017 – November 2018
- October 2017 – December 2017 – Letting & Bidding
- Contract Award – January 2018
- Construction Preparation – February 2018 – March 2018
- Begin Construction – April 2018
- Construction Complete – November 2018

Public Involvement and Stakeholder Outreach - May 2016 – April 2018 – [Ongoing]

- June 2016 – November 2017 – Business and Stakeholder Meetings
- November 2016 – Public Open House and Online Public Meeting (Preliminary Design)
- January 2017 – Public Open House (Kick-off Utility Relocations and ROW Acquisition)
- March 2018 – Public Open House (Meet the Contractor)





CONTACT AND COMMUNICATION MANAGEMENT PROTOCOL

This protocol identifies the policies and procedures for communication on the project. The protocol will be managed by the CPIO and implemented by designated City PM, PW Communications Manager, and City Communications. Compliance will be monitored, and protocol can be adjusted as needed throughout the project.

COMMUNICATION TRACKING AND MANAGEMENT / RECEIPT OF COMMENTS

The CPIO will be responsible for all communication routing, tracking, monitoring, follow-up, and storage. All incoming and outgoing communications should be captured. All public and stakeholder comments, participation, and contact should be monitored and tracked for provision to City PM. If a comment is received, the CPIO should respond within 48 hours, or two business days, to ensure responsiveness.

PUBLIC ENGAGEMENT OUTREACH TOOLS

As part of the overall plan, the CPIO should identify all engagement tools to be used during the project. Please include enough detail that describes what the tool is, how it will be used, and how the CPIO plans to implement/maintain the tool. Standard engagement tools include but are not limited to: City project webpage, e-notifications/newsletters/updates, direct mailings, hotline number, text alerts. It is not required that each of the tools are used on every project. Project scope, public impact, and need will determine necessity. See: Newsletter/E-Notification/Mailer Requirements for sending guidelines.

PUBLIC AND STAKEHOLDER MEETINGS

The CPIO should detail all meetings planned with the public and stakeholders and include enough detail to describe timing, logistics, associated outreach effort, staffing, and meeting materials. For public meetings, hearings, and larger stakeholder meetings, a Meeting Plan should be developed. (See Meeting Plan Template Addendum)

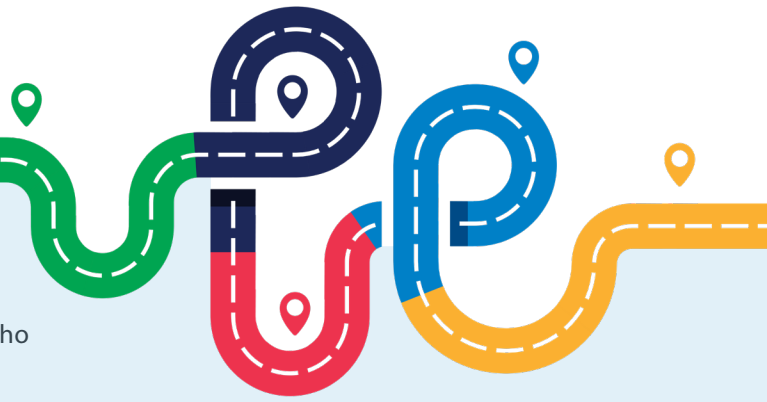
MEDIA RELATIONS

The City of Colorado Springs Communications Department employees will serve as the only authorized media contacts, unless otherwise noted. All inquiries from the media should be directed to Comms (please check with PW Comms Manager for current City Comms Rep) with notification provided to City PM and Public Works Communications Manager.

BRANDING GUIDELINES

The City of Colorado Springs brand must be used on all projects. Fonts are available for free download online. Logos and templates of all outreach, meeting materials, and tools are available upon request from the City. Approved City templates and branding must be used on project deliverables.





COMMS APPROVAL SEQUENCING

This section is intended to provide clarity on the multiple parties who will ultimately approve the materials created by the CPIO.

PLAN IMPLEMENTATION

The CPIO's plan should be reviewed by the PW Comms Manager and City Comms Rep prior to project start and plan implementation. This will allow internal sources to provide and plan for the appropriate level of City support.

WEB COPY/SOCIAL MEDIA CONTENT

Many projects will need web content to be featured under the "Engage" section of the City's website, www.coloradosprings.gov. The CPIO will be responsible to provide web copy/content. Information will need to be derived from the City PM and developed into public-facing materials easily understood by the public. This information will change based on project scope/history/funding, but all relevant information should be included when possible. When web copy is ready for publishing, the City PM should have an opportunity to review it for technical accuracy. Once reviewed, the PW Comms Manager should also review materials prior to publishing. After this approval, the CPIO should send the materials to webteam@coloradosprings.gov, with a CC of PW Comms Manager and City Comms Rep.

Social media content should be reviewed by City Comms Rep, and routed to the web team for posting on the City's channels via the City webteam. Social media should be accompanied by a photo or map when possible.

CONSTITUENT RESPONSE

Early in a project, the CPIO will likely need guidance to craft responses to citizens who call/email the project hotline/email. Please reach out to the City PM/PW Comms Manager for guidance as needed. Otherwise, constituent responses will not require individualized approvals, but should be tracked in the comment log and provided weekly for review.

NEWSLETTER CONTENT

The CPIO will be responsible for newsletter creation, writing, and distribution, utilizing City style guides and branding. Newsletter content will follow a similar process to that for web copy. Content should be developed under the informational/technical oversight of the City PM. Once approved by City PM, the City Comms Rep should also give an approval, with a CC to PW Comms Manager. Please allow a minimum of 48 business hours for internal approvals. Newsletter requirements/guide available on Page 8.

MAP BEST PRACTICES

Content will often need to be accompanied by a map, either to show project location or detour routes. The key to excellent maps is simplicity- black and white with colored project areas or detour routes. Simpler maps will render more easily on mobile devices and allow clearer messaging without confusing graphics. See Page 9 for examples.



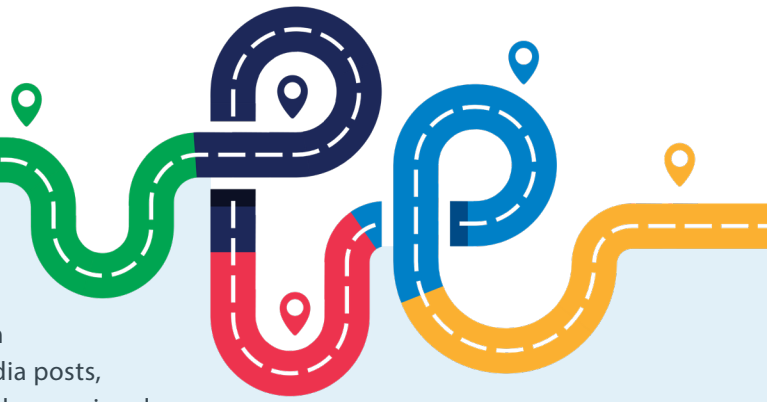


NEWSLETTER/E-NOTIFICATION/MAILER REQUIREMENTS

PIOs will likely use one of the above methods of communication during the course of their project.

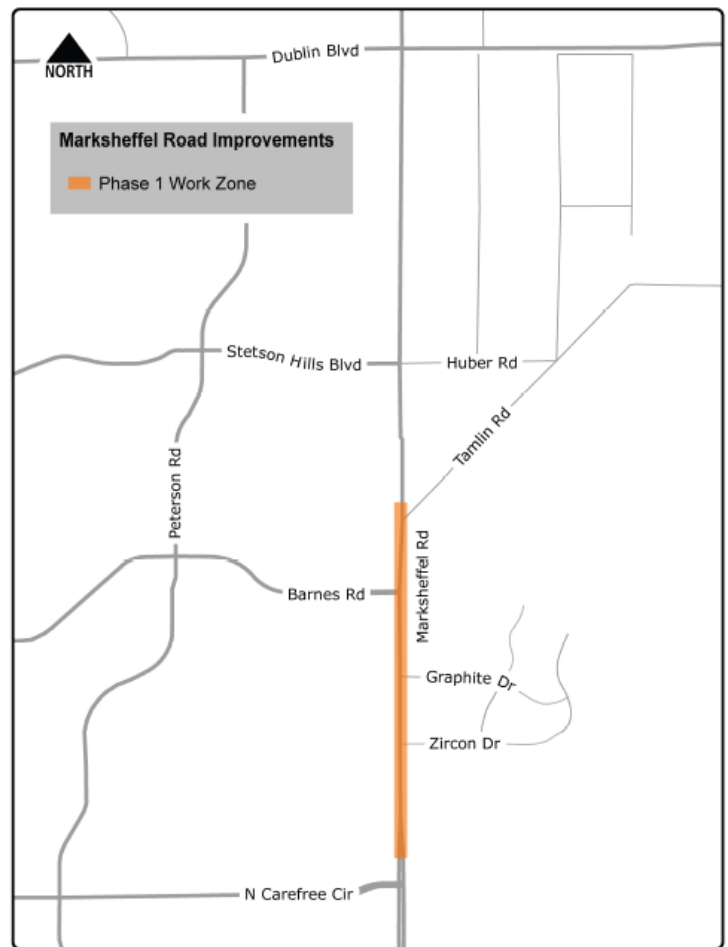
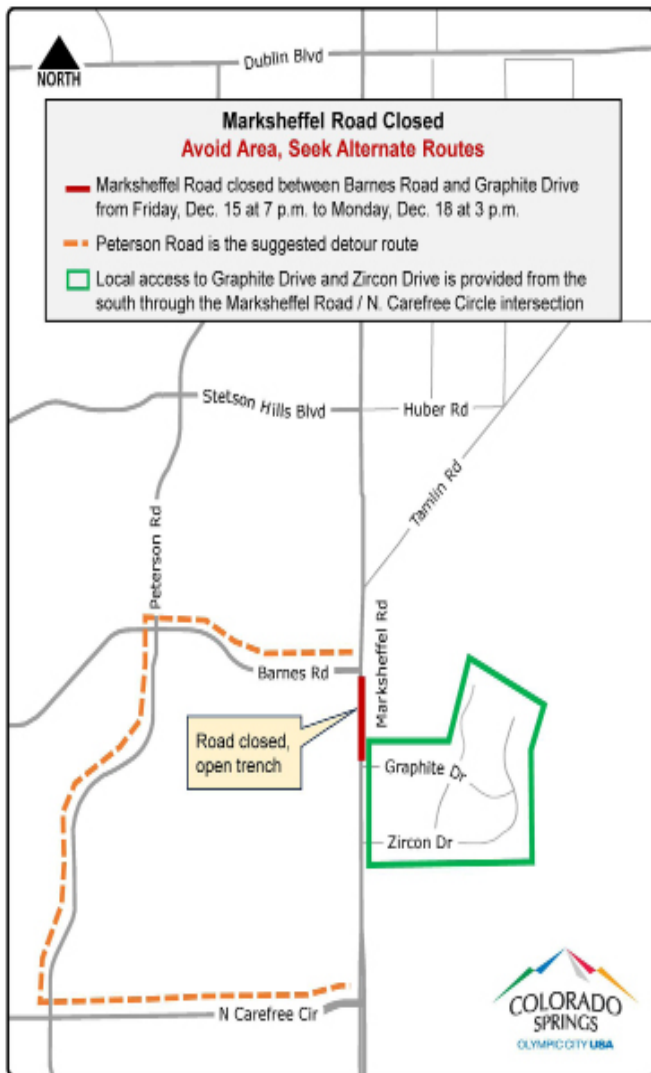
Requirements for these type of communication are as follows:

- Use only City-approved newsletter template (available from City Communications Office)
- Use only City-approved fonts, available in the City Style Guide (also available from Communications Office)
- Dates should be in the following format: Jan. 4-7, Feb. 11-20
- Street abbreviations should be in the following format:
 - Use abbreviations Ave., Blvd. And St. with numbered addresses only (1000 Michigan Ave.)
 - Spell out the full name and capitalize when used alone (The work continues on Michigan Avenue.)
 - Use "Interstate 25" on first reference, and I-25 on second reference or later.
 - Use U.S. Highway 24, U.S. Highway 85, etc. As an alternate you can use U.S. 24.
- Utilize attention-grabbing subject lines that refer to the most important part of the content- not just "123 Project Update."
- Employ a top-down/inverted pyramid approach to writing. Readers must receive the most important (greatest impact) information FIRST in the newsletter. For example, even if lane closures are caused by water main work, the water main work is not the most important item to address. Emphasize LANE CLOSURES/OPENINGS, DELAYS, LOCATION, DATES in your header.
- Keep your content simple; try to keep newsletters to one page. Bullet points are encouraged- do not let the reader get lost in three paragraphs of text to find the main point (don't bury the lead).
- Engineers will provide you with the project happenings- they are relying on you to translate this into common language and messaging for the project audience. Do not simply regurgitate what the engineer/PM says. Turn what the engineer says into something understandable, palatable, and easily digestible for the audience. Think 8th grade reading comprehension for a typical audience.
- Optimize for mobile- more than half of readership will read your newsletter on a mobile device. Present the most important info first within the first couple scrolls. Otherwise it likely will not be seen.
- Maps (especially detours/traffic closures) are more important than in-progress work photos.
 - Maps must be clearly readable on a mobile device, with only key words/landmarks included.
 - Maps are preferred in a black and white format, with roads in black and background white. Closures/detours can be in color. (Example maps available upon request.)
 - When you are using photos/maps, still place the headline above the image.
- Please spell check, grammar check, and review for complete sentences/thoughts!
- If closures/configurations have not changed in the last week, you do not need to send a weekly newsletter. Send newsletters when something has changed, and endeavor to prevent newsletter fatigue in your audience.



MAP EXAMPLES

The maps below are examples of the type of maps that work well in a variety of City-related mediums, including newsletters, social media posts, and web materials. The maps are primarily black and white, with only occasional landmarks listed, in addition to the highlight of major streets and less of a focus on smaller roadways. The work zones are highlighted, with limited color use elsewhere.







APPENDIX H – PUBLIC WORKS TITLE VI PIOS REQUIREMENTS 2024

Will follow this page.

Title VI Requirements FOR PIOS

City of Colorado Springs
Public Works Department
2024





TITLE VI REQUIREMENTS FOR PIOS

As a sub-recipient of federal highway funds, the Public Works Department (PWD) and its contractors must comply with federal and state laws and related statutes to ensure equal access and opportunity to all persons with respect to transportation services, facilities, activities, and programs without regard to race, color, national origin, age, gender, or disability. Every effort will be made to prevent unlawful discrimination in any communications program or activity as guaranteed by the Civil Rights Restoration Act of 1987.

The consultant should review the current project design documents to understand the full extent of the public outreach required for this project. The consultant will require that all personnel working on the project be familiar with the contract documents and applicable City/CDOT standards and procedures, to include Title VI requirements as explained in this document.

PUBLIC PARTICIPATION PLAN

Public outreach is a significant component of planning, designing, and building transportation projects. The City recognizes this and is committed to working with City of Colorado Springs residents, businesses, and stakeholders to obtain their input and feedback on potential projects. PWD follows the recommended federal guidelines to ensure its Title VI Public Participation Plan is compliant.

PWD is committed to fostering public participation in all aspects of planning and budgeting to make continuous improvements. Executive Order (E.O.) 12898 was created to focus federal attention on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities. The E.O. directs federal agencies to identify and address the disproportionately high and adverse human health or environmental effects of their actions on minority and low-income populations, to the greatest extent practicable and permitted by law. The order also directs each agency to develop a strategy for implementing environmental justice. The order is also intended to promote nondiscrimination in federal programs that affect human health and the environment, as well as provide minority and low-income communities access to public information and public participation.

Public involvement through the execution of this Public Participation Plan ensures open communication with those affected. PWD conducts outreach to obtain public feedback for its projects. The public participation process ensures that stakeholders are well informed regarding PWD's projects.

PWD's primary Public Participation Goals are:

- Encourage active public participation in project development.
- Provide project information, including the project purpose and goals.
- Promote opportunities for open dialogue with the public and stakeholders.
- Identify and incorporate public and stakeholder defined comments that add value.
- Identify project aspects that may have a potential negative impact on the community and proactively mitigate or avoid those features.
- Promote goodwill between the public, stakeholders, and PWD.
- Establish trust with citizens and provide transparency in government operations.



719.385.5918
R24-T092SL



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30 South Nevada, Suite 401
Colorado Springs, CO 80903



The City of Colorado Springs recognizes the importance of identifying all public and stakeholders affected by proposed projects. To properly identify these stakeholders, PWD will implement the Public Participation Plan to incorporate ongoing outreach, coordination, and communication to the affected groups within and adjacent to the project or study areas. The following is a list of possible public or stakeholders to engage depending on the project:

- General Public: This group can include property owners, residents, and businesses throughout City of Colorado Springs and its Title VI populations.
- Special Interest Groups: This group may include developers, wildlife groups, homeowner associations, etc.
- Other Stakeholders: PWD will maintain partnerships with key stakeholders to include government agencies, public interest groups, and major utilities to seek input regarding potential projects. In addition to the public and locals that will be affected by any potential project, stakeholders receive project communications, public meeting notifications, and other appropriate information throughout the transportation project process. Stakeholders may include, but are not limited to:
 - Colorado Department of Transportation (CDOT)
 - Pikes Peak Area, Council of Governments (PPACG)
 - Colorado Springs Fire, Police, and other City departments
 - Colorado Springs Utilities
 - Bordering towns, cities, and counties
 - Various Service Districts, which includes but not limited to parks and recreation, metropolitan improvement, etc.
 - Railroad
 - Various chambers of commerce and economic development agencies
 - Any additional groups as included by the Project Engineer/Project Team

STEPS FOR PUBLIC INCLUSION

Public Works and its contractors will use specific public involvement measures to ensure that minority and low-income populations are involved in transportation decisions. Additionally, the Department's Title VI Notice to the Public, Title VI Assurances, Title VI Plan, complaint form, contact information, and ADA policy statement are available on the Department webpage, at <https://coloradosprings.gov/human-resources/page/notice-non-discrimination>.

The City of Colorado Springs Communications Department will still coordinate with you to distribute information regarding open houses and notices of public hearings. With any distribution, Title VI language must be included to provide necessary accessibility and options for translation services.

STEPS FOR PUBLIC INCLUSION-- Continued

- On-site community open houses:

Open houses are held at community centers, City of Colorado Springs facilities, and other public places (such as schools) to meet with citizens, hear comments, and answer questions regarding FHWA-funded infrastructure improvements. These open houses use graphic displays and have staff available to answer questions. Translators may be also available upon request or if deemed appropriate for the neighborhood.

- Notices of public hearings and community open houses:

Public stakeholders are to receive electronic notification through the City of Colorado Springs website, Facebook, Nextdoor and, as applicable, email communication using the PWD's neighborhood organization mailing lists (coordinated through COS Communications). This publication can be made available in an alternate format or other languages upon request.

- Accessibility to community:

The public will be given multiple ways to contact the project team– through email, phone, website, social media, public events, or by making an appointment to meet in-person with one of our staff members or contractors. Citizens who need accessibility assistance may dial 711 or Relay Colorado at 800-659-3656 (voice) or 800-659-2656 (TTY).

Regarding this Public Participation Plan and the Public Meeting Requirements, activities specific to PWD's Title VI Plan are as follows:

- Provide communication and public outreach in compliance with Title VI.
- Encourage input from the communities we serve.
- Develop and distribute information on Title VI and other department programs to the public.
- Provide translation and interpreter services in accordance with PWD's Title VI Plan.
- Advertise the availability of translation and interpreter services to the public.
- Disseminate information to stakeholders through applicable media outlets and communication channels to reach all social, economic, and ethnic interest groups in the region and ensure representation in the project development process.
- Notify affected and/or protected groups of public meetings regarding proposed project actions.
- Ensure public meetings are accessible to all residents. This includes the use of interpreters when requested or when a need for their use has been identified.
- Continually assess and improve communication strategies to assist people with Limited English Proficiency (LEP) to ensure they can access and understand project materials.



Title VI Requirement:	Details:
Strategic Planning	<p>Coordinate with PW Comms Manager and City Comms Dept to develop a strategic communications work plan for public meetings. The work plan must incorporate best practices from the Public Works PI Plan as well as the requirements outlined by this Title VI Public Involvement Plan.</p> <p>Work plan will include, but is not limited to:</p> <ul style="list-style-type: none"> -Goals -Outcomes -Key Messaging -Likely issues -Title VI requirements -Defined Stakeholders -Tools and tactics with associated timeline(s) for deliverables
Internal Briefings	<p>Before your meeting is publicized, please ensure a briefing is offered to the following:</p> <ul style="list-style-type: none"> -Applicable PWD Project Manager and Division Manager -PWD and PRCS Directors -City Communications Representative(s)
Setting the Meeting Date	<p>Vet the meeting date with the following entities/resources to avoid conflicts with other meetings/events:</p> <ul style="list-style-type: none"> -Planning Commission or other public meetings -District Town Halls -Planning Neighborhood Meetings -Other Project Meetings -City Calendar <p>Avoid holding your meeting on a Monday or Friday, including any day prior to, during, or after a national holiday. Also, be aware of religious holidays to avoid them.</p> <p>Once your meeting date is confirmed, it should be posted on the City's website under the appropriate project, and added to the City events calendar via the City web team.</p> <p>Include the public meeting as an agenda item for the monthly PWD communications updates meeting via the PM.</p>



Meeting Venue	<p>Ensure the selected meeting venue is ADA-accessible. Considering most City facilities, public venues, and public schools are ADA-accessible, you may consider holding your meeting at one of these venues.</p> <p>If your meeting venue requires a self-insurance certificate, please coordinate directly with the City’s Risk Management Division of the Human Resources Department.</p>
Meeting Format	<p>An open house format is recommended for the public meetings that are hosted by PWD.</p> <p>An open house is an informal setting in which people get information about a plan or project. It has no set, formal agenda. Unlike a meeting, no formal discussions and presentations take place, and there are no audience seats other than to fill out questionnaires or comments forms. There may be periodic times during the open house when staff provides a project overview to participants that may attend at different times. Instead, people get information informally from exhibits and staff and are encouraged to give opinions, comments, and preferences to staff either orally or in writing. In addition, staff will document public comments in various ways – comment cards, sticky notes on exhibits, writing directly on exhibits, and comments forms.</p> <p>Virtual public meetings may be held in lieu of or in addition to in- person public meetings as deemed appropriate.</p>
Meeting Duration and Time	<p>At a minimum, allow for a two-hour window to ensure meeting attendees have adequate time to attend in-person meetings. The recommended time of day to host in-person public meetings is 6 p.m. to 8 p.m.; however, these times may be altered based on the needs of the public involved. Virtual public meetings are recommended to be scheduled for one hour in duration.</p> <p>Meeting duration and timing is at the discretion of the project manager and will be based on the needs of the intended audience.</p> <p>The project manager could also decide if the public meeting should begin before 6:00 p.m. because of location and being able to draw more attendees.</p>



Who to Notify	<p>The following stakeholders are to be notified:</p> <ul style="list-style-type: none"> -Various divisions within PWD -Other impacted City Departments within project area -Colorado Springs Utiities -Neighborhood stakeholders within project area -Business Stakeholders -Communities of Interest (e.g. for bike facilities projects- Bicycle Colorado, etc.) -Any additional constituents or stakeholders identified by the City Councilmembers
Notification Tactics	<p>Notification tactics can include a number of different communication channels based on the strategic communications work plan developed for the project. Meeting information can be posted through a combination of the following:</p> <ul style="list-style-type: none"> -City News Release -Project Webpage (if applicable) -City Calendar -Nextdoor -Social Media – City X (Twitter), City Facebook -Coordinate with El Paso County to help notify their respective constituents. -Coordinate with the HOAs, chambers of commerce to notify membership about the meeting. -Coordinate with Planning Department or other departments to notify stakeholders through their email database. -If required for the project, distribute door hangers or mail postcard notifications at least two weeks before the meeting date. These notifications will be printed in English but made available in Spanish on PWD’s web site.
Notification Timeline	<p>As applicable, notification will be provided at a minimum 14 days in advance of the meeting date.</p>
Standard Content for Meeting Notices	<p>If your meeting includes a presentation, please identify at approximately what time the presentation will be made.</p> <p>Standard language required for inclusion: To request a reasonable accommodation, please contact the City of Colorado Springs Public Works Department 719-385-5918 or Relay Colorado: 711, or by email to PWTitleVI@coloradosprings.gov.</p>



Sign-In	Provide sign-in sheets to collect stakeholder names and opportunity for stakeholders to choose if they want to be added to the project distribution list to receive updates.
Title VI and ADA Information Documents	Title VI and ADA information/notices and the Title VI Complaint Form will be made available on PWD's web site: https://coloradosprings.gov/public-works/page/public-works-and-parks-departments-title-vi-information . Other documents will be provided during in-person events as appropriate.
Receiving Public Comments	Encourage meeting attendees to give opinions, comments, and preferences to staff either orally or in writing. Be prepared to provide comment forms and/or allow meeting attendees to add comments to design plans/project area maps.
Tracking Public Input	Responses to questions and comments from the public concerning proposed transportation plans, including projects and programs that are underway (e.g., design, construction, etc.) will be made directly to the individual by email, letter, or telephone call.
Meeting Documentation/ Summary	<p>Following the meeting, provide a brief update to the PM, PW Comms Manager, Public Works Director, and Deputy Director.</p> <p>At a minimum, provide the following:</p> <ul style="list-style-type: none"> Number of attendees General comments received Major issues Media reporters in attendance



Public Meeting Requirements Checklist

PUBLIC MEETING REQUIREMENTS CHECKLIST FOR FEDERALLY FUNDED PROJECTS

Project Name:

Project Numbers (City/Federal/CDOT):

Proposed Public Meeting Date(s):

Proposed Meeting Location(s):

Contacts:

Instructions:

The following page includes a worksheet/tool to assist with Title VI awareness to ensure federal compliance. This is to assist preparation and compliance, along with a backup to ensure compliance and provide verification to auditors.

Please forward a copy to PWD Title VI Coordinator for the Project Title VI File. Email: PWTitleVI@coloradosprings.gov.

Please work with PWD Title VI Coordinator, PW Comms Manager, and City Communications Department during planning so federal compliance requirements do not get missed; this includes things like public meetings and notifications as well as any applicable or required communication tools/tactics necessary to reach all audiences.



Item	Check	Topic	Notes
1		Community Notification: Tools and tactics must be diverse/varied, including all applicable formats (print, digital, translated, etc.) Must retain copies in project audit file.	
2		Documentation that we checked demographics – must have this in project audit file.	
3		Location is accessible to citizens/businesses affected.	
4		Location is accessible to any disability awareness	
5		Will public transportation be accessible to location?	
6		Language supplement needed – Notification & Meeting(s) interpreter setup.	
7		Times: 2 times – afternoon and evening. Is there a need for multiple meetings? Has the date been checked against calendars/holidays?	
8		Environmental Justice – affected minority population and affected low-income population? Will times and locations be an issue – example: one-car family, night shift workers, etc.? Will the public meeting be a burden?	
9		Other	

