



# **REQUEST FOR PROPOSAL**

**Construction**

**R24-126DS**

Date issued: October 7, 2024

# **GREY HAWK PARK PLAYGROUND DESIGN AND INSTALLATION**

**THE CITY OF COLORADO SPRINGS**



**The City of Colorado Springs requests Firm Fixed Price (FFP) proposals, as detailed in this Request for Proposal (RFP), for Playground Design and Installation Services at Grey Hawk Park.**

**This RFP is posted to Rocky Mountain E-Purchasing BidNet Direct and the City of Colorado Springs' Procurement Services Website. It is available for all vendors free of charge, following free registration, at the Rocky Mountain E-Purchasing BidNet Direct website.**

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

**Please login to the following website to register (Free Registration) to submit a bid for this project. All required documents will be uploaded to the website.**

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

**BIDNET Support**

**800-835-4603**

**Estimated Project Magnitude: \$450,000.00**



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## SECTION I – PROPOSAL INFORMATION

### 1.0 PROPOSAL INFORMATION

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

### 1.1 RFP SCHEDULE OF EVENTS

The upcoming schedule of events is as follows:

<b><u>Event</u></b>	<b><u>Date</u></b>
Issue Request for Proposal	October 7, 2024
Pre-Proposal Conference	October 16, 2024, 1:00 PM MST

We will hold a pre-proposal conference at the Palmer Teams Room at the Colorado Springs Parks, Recreation and Cultural Services Administration Building located at 1401 Recreation Way Colorado Springs, CO 80905. This meeting is not mandatory. However, all Offerors are encouraged to attend.

A virtual option will also be available via Microsoft Teams. Please use the link below to join the meeting

[https://teams.microsoft.com/join/19%3ameeting\\_ZWlyOTqxNjUtMThlYy00NzU3LWE0MTQtNWFjOTkyMjFIOGQy%40thread.v2/0?context=%7b%22id%22%3a%2290f74bf0-a593-4c12-9591-fb8ef4ba6ad1%22%2c%22oid%22%3a%228e59dff5-e42a-4e52-b23f-b2d164d21568%22%7d](https://teams.microsoft.com/join/19%3ameeting_ZWlyOTqxNjUtMThlYy00NzU3LWE0MTQtNWFjOTkyMjFIOGQy%40thread.v2/0?context=%7b%22id%22%3a%2290f74bf0-a593-4c12-9591-fb8ef4ba6ad1%22%2c%22oid%22%3a%228e59dff5-e42a-4e52-b23f-b2d164d21568%22%7d)

Call in (Audio Only) 720-617-3426, Conference ID 888 295 438#

Cut Off Date for Questions October 23, 2024, 5:00 PM MST

All questions shall be submitted electronically via the BidNet Direct Procurement Platform ([www.bidnetdirect.com](http://www.bidnetdirect.com)) to the following Contract Specialist. All questions must be received no later than 5:00 PM MST on October 23, 2024.

Requests for Information, and support shall be directed to:

Dylan Smith  
[Dylan.Smith2@coloradosprings.gov](mailto:Dylan.Smith2@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 via BidNet Direct. Faxes or physical mail delivery are not acceptable.**

Proposal Due Date	November 4, 2024, 2:00 PM MST
Interviews (if applicable)	TBD
Award of Contract	Anticipated November 2024
Notice to Proceed	Anticipated November 2024

## **1.2 SUBMISSION OF PROPOSAL**

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

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

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

**Date/Time:** Proposals shall be received on or before Time MST, Day, Date.

### **Identification of Proposal:**

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

Proposal No.: R24-126DS  
Due Date and Time: November 4, 2024, 2:00 PM MST

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

## **1.3 NUMBER OF COPIES**

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

## **1.4 SPECIAL TERMS**

Please note the following definitions of terms as used herein:

The term "City" means the City of Colorado Springs.



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

The term “Offer” means the proposal.

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

The term “Project” refers to Grey Hawk Park Playground Design & Installation.

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

## **1.5 RFP OBJECTIVE**

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

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

## **1.6 CONFIDENTIAL OR PROPRIETARY INFORMATION**

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

## **1.7 AMENDMENTS**

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

The City of Colorado Springs will post all amendments on BidNet Direct under the Rocky Mountain E-Purchasing Group ([www.BidNetDirect.com](http://www.BidNetDirect.com)). It is the Offeror's responsibility to check



the website for posted amendments or contact the Contracts Specialist listed in RFP §1.1 to confirm the number of amendments which have been issued.

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

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

### **1.9 ACCEPTANCE**

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

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

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

### **1.10 PROPOSAL PREPARATION COST**

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

### **1.11 AWARD**

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

### **1.12 PERFORMANCE PERIOD**

The performance period for the project detailed in this RFP will be established as the date of the Notice to Proceed through December 31, 2025.

### **1.13 DEBRIEFING**

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



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

#### **1.14 SUBSTANTIVE PROPOSALS**

By responding to this RFP, the Offeror certifies (a) that Offeror's proposal is genuine and is not made in the interest of, or on behalf of, an undisclosed person, firm, or corporation; (b) that Offeror has not directly or indirectly induced or solicited any other offerors to put in a false or sham proposal; (c) that Offeror has not solicited or induced any other person, firm, or corporation to refrain or abstain from proposing an offer or proposal; (d) that Offeror has not sought by collusion to obtain for themselves any advantage over any other offerors or over the City of Colorado Springs; and (e) that Offeror has not violated or caused any person to violate, and shall not violate or cause any person to violate, the City's Code of Ethics contained in Article 3, of Chapter 1 of the City Code and in the City's Procurement Rules and Regulations.

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

Each Offeror must complete the Qualification statement in Exhibit 2 – Qualifications Documents.

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

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

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

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

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

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

All projects advertised by the City of Colorado Springs are solicited in accordance with the City's Procurement Rules and Regulations. The City's Procurement Rules and Regulations can be reviewed and/or downloaded from the City website [www.coloradosprings.gov](http://www.coloradosprings.gov). The Contracts Specialist may also provide a softcopy of the Rules and Regulations upon request. Any discrepancies regarding conflicting statements, decisions, irregularities, clauses, or specifications will be rectified utilizing the City's Procurement Rules and Regulations, when applicable. It is the





Offeror's responsibility to advise the Contracts Specialist listed in this RFP of any perceived discrepancies prior to the date and time the offer is due.

### **1.18 FAIR TREATMENT OF OFFERORS**

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

### **1.19 ORDER OF PRECEDENCE**

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

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

### **1.20 SALES TAX**

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

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

The Offeror and all subcontractors shall include in their Offer City of Colorado Springs Sales and Use Tax on the work covered by the offer, and all other applicable taxes.

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

Our Registration Numbers are as follows:  
City of Colorado Springs  
Federal I.D.: 84-6000573



Federal Excise: A-138557  
State Sales Tax: 98-03479

### **1.21 BOND REQUIREMENTS**

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

Bonds shall:

- A. Be for the full amount of the contract price.
- B. Guarantee the Contractor's faithful performance of the work under the contract, and the prompt and full payment for all labor and materials involved therein.
- C. Guarantee protection to the City of Colorado Springs against liens of any kind.
- D. Be, when a surety bond is furnished, from a surety company operating lawfully in the State of Colorado and be accompanied with an acceptable "Power-of-Attorney" form attached to each bond copy.
- E. Be issued from a surety company that is acceptable to the City of Colorado Springs.
- F. Be submitted using the forms in the Exhibit section of this solicitation.

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

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

After award, payment to the Contractor will be made in accordance with the following procedures:

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

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

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

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



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

The Offeror is expected to examine the site of the proposed work, the proposal, plans, specifications, supplemental specifications, special provisions, and Contract forms, before submitting a proposal. The submission of a proposal will be considered conclusive evidence that the Offeror has made this examination and is aware of the conditions to be encountered in performing the work according to the Contract.

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

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

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

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

## **1.25 COMBINATION OR CONDITIONAL PROPOSALS**

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

## **1.26 ANTI-COLLUSION AFFIDAVIT**

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



## **1.27 MATERIAL GUARANTY**

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



## SECTION II – PROPOSAL CONTENT

### 2.0 PROPOSAL CONTENT

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-five (25) pages. **A page shall be defined as 8-1/2" x 11"; single sided, with one inch margins, and a minimum font of Times New Roman 10.** The only exception to the 8-1/2" x 11" paper size is the proposed project schedule. It may be submitted on 11" x 17" paper. Each 11" x 17" page for the schedule shall be counted in the overall page limitations above. Each section of the proposal should be labeled to clearly follow the requirements sections identified in this section of the RFP. The following listed Exhibits must be filled out and returned with the proposal and are not counted against the page limit:

Exhibit 2      Qualifications Documents  
Schedule A    Price Sheet  
Acknowledged Addendum, if issued

### 2.2 COVER LETTER

The cover letter shall be no more than three 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 the proposal certification included with Exhibit 2 Qualification Documents with its Proposal.

### 2.4 ORGANIZATIONAL BACKGROUND AND OVERVIEW

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



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

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

### **2.5.1 TECHNICAL AREA**

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

#### **A. Quality and Durability of Proposed Equipment**

In the Quality Area, the Offeror should provide specifications for the play equipment and play surfacing utilized in the two proposed concepts. The proposal should demonstrate how the Offeror's design concepts address the quality and durability considerations identified in the scope of work. At a minimum, the Offeror should provide sufficient content and detail to answer completely the following questions:

1. Do the equipment and surfacing meet all applicable provisions of the current CPSC Handbook for Public Playground Safety, ASTM F 1487 specifications, IPEMA and the Americans with Disabilities Act?
2. Do the equipment and surfacing meet the specifications provided in the Scope of Work?
3. Do the quality and durability of the proposed equipment support the stated project goals of high-quality and healthy play, low maintenance facilities, and long-term sustainability of park facilities?

#### **B. Product Warranty**

A product warranty is highly desirable to support the project's goal for a low maintenance facility. Offeror should provide complete warranty details for the proposed equipment and surfacing. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions:

1. Does the proposal identify what, if any, portions of the project are not covered by a warranty?
2. Does the warranty information provided meet industry standards and reasonable expectations for similar products in the industry?
3. Does it generally appear that the Offeror knows and thoroughly understands the business and the RFP requirements?

#### **C. Number of Play Events**

The Grey Hawk Park Playground Project has a number of stated goals, including fun, creative and healthy play environments. Offeror should clearly identify the number of play events included in each design concept. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions:



1. Does the proposal identify the number of play events in each concept?
2. Do the proposed play events support the project goals, as outlined in the Scope of Work?

## **2.5.2 MANAGEMENT AND DESIGN AREA**

The Management and Design Area, the Offeror must explain its method of managing the work to be performed for the designs being presented. The content must include, but not necessarily be limited to, the following information.

### **A. Project Approach**

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

The Offeror must at least address the following areas:

1. Installation phasing and traffic control for the project. Explain the phases, pedestrian and vehicle traffic control for each phase, as appropriate, and the logic in the installation phasing.
2. Schedule Management. Discuss Offeror's approach to schedule management including updating and reporting progress of the work and lead times for delivery and installation of play equipment.
3. Safety. Discuss Offeror's approach and commitment to safety for both playground installation workers and the public traveling through the worksite.
4. Potential issues that Offeror foresees with this project and how Offeror would make adjustments if encountered. Describe factors limiting installation phasing flexibility and potential remedies.

### **B. Integration with Neighborhood Context**

The proposed concepts should blend with the overall environment of the park and its surrounding neighborhood. It is highly recommended that the Offeror provide creative approaches to accomplish this integration in each design concept included in their proposal. The Offeror should provide sufficient content and detail to answer the following questions:

1. Do the concept designs provide integration and/or continuity with the surrounding landscape and neighborhood?
2. Does the proposal include a minimum of two (2) illustrated design concepts?

### **C. Relevant Experience and Qualifications**

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

1. Does the proposal include at least three references or past performance citations?



2. Are the references or past performance citations relevant to the requirements of the Statement of Work of the RFP?
3. Does the Offeror explain how they were successful on the projects provided as past performance?
4. Does the Offeror apply the past performance to the City requirement in such a way as to demonstrate added value due to experience?
5. Does the proposal include a complete plan to accomplish each requirement, including subcontracting (if applicable)?
6. Does the proposal demonstrate that appropriate and qualified personnel and equipment will be provided to carry out the requirement?

#### D. Key Personnel

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

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

## 2.6 PRICE AREA

In the Price Area, the Offeror should provide a detailed breakdown of the price for each concept and shall be presented in the requested format described in the Scope of Work and provided at Schedule A – Price Sheet. The price must be all-inclusive and include all unit costs for material, labor, other direct costs (e.g. travel), indirect costs (i.e. overhead and general and administrative costs), and profit/fee. Offers must include sufficient detail to allow insight into the fairness and reasonableness of the price.

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

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





and the competition.

## **2.7 PROPOSAL PRESENTATION**

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

## **2.8 EXCEPTIONS**

All Offerors must complete Exhibit 3, Exceptions Form and return it with their proposal. Some terms and conditions are not negotiable. Exceptions may be grounds for rendering the proposal unacceptable without further discussions.

## **2.9 INSURANCE REQUIREMENTS**

All Offerors must complete the Minimum Insurance Requirements form included in Exhibit 2 Qualifications Documents and return with their proposal. Lack of responsiveness in this area may be grounds for rendering the proposal unacceptable without further discussions.



## **SECTION III – EVALUATION FACTORS**

### **3.0 EVALUATION AND AWARD**

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

#### **3.1 EVALUATION CRITERIA**

##### **3.1.1 TECHNICAL AREA – QUALITY AND DURABILITY OF PROPOSED EQUIPMENT**

See Section II - Item 2.5.1A

##### **3.1.2 TECHNICAL AREA – PRODUCT WARRANTY**

See Section II - Item 2.5.1B

##### **3.1.3 TECHNICAL AREA – NUMBER OF PLAYY EVENTS**

See Section II - Item 2.5.1C

##### **3.1.4 MANAGEMENT AND DESIGN AREA – PROJECT APPROACH**

See Section II – Item 2.5.2A

##### **3.1.5 MANAGEMENT AND DESIGN AREA – INTEGRATION WITH NEIGHBORHOOD CONTEXT**

See Section II – Item 2.5.2B

##### **3.1.6 MANAGEMENT AND DESIGN AREA – RELEVANT EXPERIENCE AND QUALIFICATIONS**

See Section II – Item 2.5.2C

##### **3.1.7 MANAGEMENT AND DESIGN AREA – KEY YPERSONNEL**

See Section II – Item 2.5.2D

##### **3.1.8 PRICE / COST AREA – PRICE/COST**

See Section II – Item 2.6

##### **3.1.9 PROPOSAL PRESENTATION AREA – PROPOSAL PRESENTATION**

See Section II – Item 2.7

##### **3.1.10 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: Technical Area

Second: Management and Design Area

Third: Price

Fourth: Proposal Presentation



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

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

C. Definitions for scoring are as follows:

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

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

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

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

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

D. Area Scoring

The score for each area will be determined by multiplying the sum of the criteria in each area by the area evaluation factor. The area evaluation factors are as follows:

**Technical Area (45 Points Total)**

- Quality and Durability of Proposed Equipment (20 Points)
- Product Warranty (15 Points)
- Number of Play Events (10 Points)

**Management and Design Area (40 Points Total)**

- Integration with Neighborhood Context (15 Points)
- Project Approach (10 Points)
- Relevant experience and Qualifications (10 Points)
- Key Personnel (5 Points)



**Price / Cost Area (10 Points)**  
**Proposal Presentation (5 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, see Exhibit 1, contains contract terms and conditions.

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



## SECTION V – EXHIBITS

### 5.0 EXHIBITS

Exhibit 1	Sample Contract
Exhibit 2	Qualifications Documents
Exhibit 3	Scope of Work
Exhibit 4	Grey Hawk Park Master Plan Presentation Slides
Exhibit 5	Grey Hawk Park Site Layout Plans
Exhibit 6	Grey Hawk Park Play Pit CAD File
Exhibit 7	Sample Evaluation Scoresheet
Exhibit 8	Sample Bonds
Exhibit 9	Notification of Utilities



**EXHIBIT 1 SAMPLE CONTRACT**  
**CONSTRUCTION CONTRACT**

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

**1. INTRODUCTION**

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

THE CITY AND THE CONTRACTOR HEREBY AGREE AS FOLLOWS:

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

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

1. This Contract
2. Schedule A – Contractor's Proposal and Price Sheet
3. Schedule B – General Construction Terms and Conditions
4. Schedule C – Special Contract Terms and Conditions
5. Schedule D – Site Plans
6. Schedule E – Minimum Insurance Requirements
7. Schedule F – Scope of Work
8. Schedule G – Performance, Labor and Material Payment, and Maintenance Bonds



## 2. COMPENSATION/CONSIDERATION

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

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

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

## 3. TERM OF CONTRACT

Contractor will start work promptly after the Notice to Proceed and continue to work diligently until completed. The Contractor shall complete all work on an as ordered basis throughout the Contract period which is **the date of Notice to Proceed through December 31, 2025** ("Period of Performance") as per the specifications and drawings. The Contractor shall provide a two-year guarantee on all work performed under this Contract after the job has been completed and accepted.

## 4. INSURANCE

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

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

## 5. RESPONSIBILITY OF THE CONTRACTOR

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





any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the City for any and all damages to the City caused by the Contractor's negligent performance of any of the services furnished under this Contract.

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

## **6. WORK OVERSIGHT**

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

## **7. SUBCONTRACTORS, ASSOCIATES, AND OTHER CONTRACTORS**

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

## **8. KEY PERSONNEL**

The key personnel listed in the proposal and/or below will be the individuals used in the performance of the work. If any of the listed key personnel leave employment or are otherwise not utilized in the performance of the work, approval to substitute must be obtained by the



Contractor from the City's Project Manager. Any substitute shall have the same or a higher standard of qualifications that the key personnel possessed at the time of Contract award.

## **9. START AND CONTINUANCE OF WORK**

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

## **10. APPROPRIATION OF FUNDS**

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

## **11. CHANGES**

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



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

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

The Department Manager: up to \$149,999.99

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

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

The Mayor of Colorado Springs: Unlimited

## **12. ECONOMIC PRICE ADJUSTMENT**

- A. The Contractor shall notify the City of Colorado Springs Procurement Services Division if, at any time during contract performance, the rate of pay for labor or the unit prices for material shown in Schedule A experiences a significant increase. A change in price shall be considered significant when the unit price of an item increases by 10% from the execution date of this Contract. The Contractor shall furnish notice of this increase within 60 days after the increase, or within any additional period that the City Procurement Services Division may approve in writing, but not later than the date of final payment under this Contract. The notice shall include the Contractor's proposal for an adjustment in the Contract unit prices to be negotiated under paragraph (b) of this clause, and shall include, in the form required by the City Procurement Services Division, supporting data explaining the cause, effective date, and amount of the increase and the amount of the Contractor's adjustment proposal.
- B. Promptly after the City Procurement Services Division receives the notice and data under paragraph (a) of this clause, the City Procurement Services Division and the Contractor shall negotiate a price adjustment in the contract unit prices and its effective date. However, the City Procurement Services Division may postpone the negotiations until an accumulation of increases in the labor rates (including fringe benefits) and unit prices of material shown in Schedule A results in an adjustment allowable under paragraph (c)(3) of this clause. The City Procurement Services Division shall modify this contract (1) to include the price adjustment and its effective date and (2) to revise the labor rates (including fringe benefits) or unit prices of material as shown in Schedule A to reflect the increases resulting from the adjustment. The Contractor shall continue performance at current rates pending agreement on, or determination of, any adjustment and its effective date.
- C. Any price adjustment under this clause is subject to the following limitations:
1. Any adjustment shall be limited to the effect on unit prices of the increases in the rates of pay for labor (including fringe benefits) or unit prices for material shown in Schedule A. There shall be no adjustment for:
    - (i) Supplies or services for which the production cost is not affected by such changes;
    - (ii) Changes in rates or unit prices other than those shown in Schedule A; or
    - (iii) Changes in the quantities of labor or material used from those shown in Schedule A for each item.
  2. No upward adjustment shall apply to supplies or services that are required to be delivered or performed before the effective date of the adjustment, unless the Contractor's failure to



deliver or perform according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence, within the meaning of the Default clause.

3. There shall be no adjustment for any change in rates of pay for labor (including fringe benefits) or unit prices for material which would not result in a net change of at least 3 percent of the then-current total contract price. This limitation shall not apply, however, if, after final delivery of all line items, either party requests an adjustment under paragraph (b) of this clause.
4. The aggregate of the increases in any contract unit price made under this clause shall not exceed 10 percent of the original unit price.

### **13. ASSIGNMENT**

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

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

### **14. CHOICE OF LAW**

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

### **15. WORKERS' COMPENSATION INSURANCE**

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

### **16. INDEMNIFICATION**

Contractor agrees that the Contractor shall indemnify, defend and hold harmless the City, its officers, employees and agents, from and against any and all loss, damage, injuries, claims,



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

## **17. INDEPENDENT CONTRACTOR**

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

## **18. APPLICABLE LAW AND LICENSES**

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

## **19. PRIOR AGREEMENTS**

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

## **20. INTELLECTUAL PROPERTY**

The Parties hereby agree, and acknowledge, that all products, items writings, designs, models, examples, or other work product of the Contractor produced pursuant to this Contract are works made for hire, and that the City owns, has, and possesses any and all ownership rights and



interests to any work products of the Contractor made under this Contract, including any and all copyright, trademark, or patent rights, and that compensation to the Contractor for Agreement and acknowledgment of this intellectual property right section of this Contract is included in any compensation or price whatsoever paid to the Contractor under this Contract. It is the intent of the parties that the City shall have full ownership and control of the Contractor's work products produced pursuant to this Contract, and the Contractor specifically waives and assigns to the City all rights which Contractor may have under the 1990 Visual Artists Rights Act, federal, and state law, as now written or later amended or provided. In the event any products, items writings, designs, models, examples, or other work product produced pursuant to this Contract is deemed by a court of competent jurisdiction not to be a work for hire under federal copyright laws, this intellectual property rights provision shall act as an irrevocable assignment to the City by the Contractor of any and all copyrights, trademark rights, or patent rights in the Contractor's products, items writings, designs, models, examples, or other work product produced pursuant to this Contract, including all rights in perpetuity. Under this irrevocable assignment, the Contractor hereby assigns to the City the sole and exclusive right, title, and interest in and to the Contractor's products, items writings, designs, models, examples, or other work product produced pursuant to this Contract, without further consideration, and agrees to assist the City in registering and from time to time enforcing all copyrights and other rights and protections relating to the Contractor's products, items writings, designs, models, examples, or other work product in any and all countries. It is the Contractor's specific intent to assign all right, title, and interest whatsoever in any and all copyright rights in the Contractor's products, items writings, designs, models, examples, or other work product produced pursuant to this Contract, in any media and for any purpose, including all rights of renewal and extension, to the City. To that end, the Contractor agrees to execute and deliver all necessary documents requested by the City in connection therewith and appoints the City as Contractor's agent and attorney-in-fact to act for and in Contractor's behalf and stead to execute, register, and file any such applications, and to do all other lawfully permitted acts to further the registration, prosecution, issuance, renewals, and extensions of copyrights or other protections with the same legal force and effect as if executed by the Contractor; further, the parties expressly agree that the provisions of this intellectual property rights section shall be binding upon the parties and their heirs, legal representatives, successors, and assigns.

## **21. WAIVERS**

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





## **22. THIRD PARTIES**

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

## **23. TERMINATION**

### **A. Termination for Convenience.**

By signing this Contract, Contractor represents that it is a sophisticated business and enters into the Contract voluntarily, has calculated all business risks associated with this Contract, and understands and assumes all risks of being terminated for convenience, whether such risks are known or not known. Contractor agrees that the City may terminate this Contract at any time for convenience of the City, upon written notice to the Contractor. Contractor expressly agrees to and assumes the risk that the City shall not be liable for any costs or fees of whatsoever kind and nature if termination for convenience occurs before Contractor begins any work or portion of the work. Contractor further expressly agrees and assumes the risks that the City shall not be liable for any unperformed work, anticipated profits, overhead, mobilizations costs, set-up, demobilization costs, relocation costs of employees, layoffs or severance costs, administrative costs, productivity costs, losses on disposal of equipment or materials, cost associated with the termination of subcontractors, costs associated with purchase orders or purchases, or any other costs or fees of any kind and nature, if Contractor has started or performed portions of the Contract prior to receiving notice from the City. The City shall be liable only for the portions of work Contractor actually satisfactorily completed up to the point of the issuance of the Notice of Termination for convenience. Upon receipt of this notice the Contractor shall immediately: discontinue all services affected (unless the notice directs otherwise), and deliver to the City all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.

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

1. Contractor's failure to perform the work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule as adjusted from time to time.
2. Contractor's disregard of the laws or regulations of any public body having jurisdiction.
3. Contractor's disregard of the authority of Project Manager.
4. Contractor's violation in any material provision of the Contract Documents.
5. Contractor's failure to make prompt payments to its subcontractors, and suppliers of any tier, or laborers or any person working on the work by, through, or under the Contractor or any of them, any all of their employees, officers, servants, members, and agents.
6. Contractor files a petition commencing a voluntary case under the U.S. Bankruptcy Code, or for liquidation, reorganization, or an arrangement pursuant to any other U.S. or state bankruptcy Laws, or shall be adjudicated a debtor or be declared bankrupt or insolvent under the U.S. Bankruptcy Code, or any other federal or state laws relating to bankruptcy,



insolvency, winding-up, or adjustment of debts, or makes a general assignment for the benefit of creditors, or admits in writing its inability to pay its debts generally as they become due, or if a petition commencing an involuntary case under the U.S. Bankruptcy Code or an answer proposing the adjudication of Contractor as a debtor or bankrupt or proposing its liquidation or reorganization pursuant to the Bankruptcy Code or any other U.S. federal or state bankruptcy laws is filed in any court and Contractor consents to or acquiesces in the filing of that pleading or the petition or answer is not discharged or denied within sixty (60) Calendar Days after it is filed.

7. A custodian, receiver, trustee or liquidator of Contractor, all or substantially all of the assets or business of Contractor, or of Contractor's interest in the Work or the Contract, is appointed in any proceeding brought against Contractor and not discharged within sixty (60) Calendar Days after that appointment, or if Contractor shall consent to or acquiesces in that appointment.
8. Contractor fails to commence correction of defective work or fails to correct defective work within a reasonable period of time after written notice.

If one or more of the events identified in Paragraphs 1-8 above occur, City may give Contractor written notice of the event and direct the event be cured. Any such Notice to Cure will provide Contractor a minimum of ten (10) calendar days to prepare and submit to the Project Manager a plan to correct the Event of Default. If such plan to correct the Event of Default is not submitted to the Project Manager within ten (10) days after the date of the written notice or such plan is unacceptable to the City, the City may, give Contractor (and the Surety, if any) written notice that Contractor's services are being terminated for cause. Upon delivery of the termination notice, City may terminate the services of Contractor in whole or in part, exclude Contractor from the site, and take possession of the work and of all Contractor's tools, appliances, construction equipment, and machinery at the project site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion), incorporate in the work all materials and equipment stored at the site or for which City has paid Contractor but which are stored elsewhere, and finish the work as City may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until Certificate of Completion of the work. In the event City terminates this Contract for Cause and the cost of completing the work exceeds the unpaid balance of the Contract price, Contractor shall pay City for any costs of completion which exceed the Contract price when combined with all amounts previously paid to Contractor. When exercising any rights or remedies under this paragraph City shall not be required to obtain the lowest price for the work performed. Should the cost of such completion, including all proper charges, be less than the original Contract price, the amount so saved shall accrue to the City. Neither the City nor any officer, agent or employee of the City shall be in any way liable or accountable to the Contractor or the Surety for the method by which the completion of the said work, or any portion thereof, may be accomplished or for the price paid.

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

- C. Termination Notice. Upon receipt of a termination notice, whether for convenience or cause, the Contractor shall immediately: discontinue all services affected (unless the notice directs otherwise), and deliver to the City all data, drawings, specifications, reports, estimates,





summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.

- D. Removal of Equipment. Except as provided above, in the case of termination of this Contract before completion from any cause whatever, the Contractor, if notified to do so by the City, shall promptly remove any part or all of Contractor's equipment and supplies from the property of the City, failing which the City shall have the right to remove such equipment and supplies at the expense of the Contractor.

## **24. BOOKS OF ACCOUNT AND AUDITING**

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

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

## **25. COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT OF 1986**

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

## **26. LABOR**

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

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

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



## **27. GRATUITIES**

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

## **28. NON-DISCRIMINATION**

- 2. 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.
- 3. 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.
- 4. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to disability, race, creed, color, sex, sexual orientation, gender identity, gender expression, religion, age, national origin, or ancestry.

## **29. ORDER OF PRECEDENCE**

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

- A. This Contract document with its terms and conditions
- B. Specific Construction Terms and Conditions
- C. General Construction Terms and Conditions
- D. The Statement of Work
- E. Specific Specifications
- F. General Specifications



## G. Other Appendices, Attachments, Exhibits, or Schedules

### 30. HEADINGS

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

### 31. DISPUTES

- A. All administrative and contractual disputes arising from or related to this Contract other than those arising under Unanticipated Circumstances provisions (in section 107.27 of Schedule B General Construction Terms and Conditions) shall be addressed in the following manner:
1. If either Party disputes or disagrees with a Contract term or the other Party's interpretation of a Contract term or has any other administrative or contractual dispute not addressed in the Unanticipated Circumstances provisions, such Party shall promptly give the other Party written notice of said dispute.
  2. The Parties shall hold a meeting as soon as reasonably possible, but in no event later than thirty (30) calendar days from the initial written notice of the dispute, attended by persons with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute; provided, however, that no such meeting shall be deemed to vitiate or reduce the obligations and liabilities of the Parties or be deemed a waiver by a Party of any remedies to which such Party would otherwise be entitled unless otherwise agreed to by the Parties in writing.
  3. If, within thirty (30) calendar days after such meeting, the Parties have not succeeded in negotiating a resolution of the dispute, they agree to submit the dispute to non-binding mediation and to bear equally the costs of the mediation.
  4. The Parties will jointly appoint a mutually acceptable mediator. If they fail to do so within twenty (20) calendar days from the conclusion of the negotiation period, they shall each select a mediator. The two mediators will then appoint a third mediator who shall conduct mediation for the Parties as the sole mediator.
  5. The Parties agree to participate in good faith in the mediation and negotiations for a period of thirty (30) calendar days. The substantive and procedural law of the State of Colorado shall apply to the proceedings. If the Parties are not successful in resolving the dispute through mediation, then the Parties shall be free to pursue any other remedy afforded by the laws of the State of Colorado.
  6. Until final resolution of any dispute hereunder, the Contractor shall diligently proceed with the performance of this Contract as directed by the City. For purposes of this Contract, termination for convenience shall not be deemed a dispute. The City of Colorado Springs and the Contractor agree to notify each other in a timely manner of any claim, dispute, or cause of action arising from or related to this Contract, and to negotiate in good faith to resolve any such claim, dispute, or cause of action. To the extent that such negotiations fail, the City of Colorado Springs and the Contractor agree that any lawsuit or cause of action that arises from or is related to this Contract shall be filed with and litigated only by the Colorado District Court for El Paso County, CO.



### **32. DELIVERY**

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

### **33. PAYMENTS**

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

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

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

Each invoice must contain at least the following information:

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

### **34. INSPECTION OF SERVICES**

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

- A. Definition of "services", as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City during Contract performance and for as long afterwards as the Contract requires.
- C. The City has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. The City will perform inspections and tests in a manner that will not unduly delay the work.
- D. If the City performs inspections or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in Contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.



### **35. SECURITY**

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

### **36. TIME IS OF THE ESSENCE**

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

### **37. EMPLOYMENT OF LABOR**

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

### **38. SALES TAX**

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

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

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

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



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

Our Registration Numbers are as follows:

City of Colorado Springs

Federal I.D.: 84-6000573

Federal Excise: A-138557

State Sales Tax: 98-03479

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

### **39. SEVERABILITY**

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

### **40. LIABILITY OF CITY EMPLOYEES**

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

### **41. USE OF CITY NAME OR LOGO**

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

### **42. TRAVEL**

If travel expenses are included as a line item in this Contract, all travel expenses incurred and billable by the Contractor are subject to City approval. Air travel shall be limited to the round trip "economy coach" fare. Travel from the Colorado Springs Airport is encouraged. Unless there are extenuating circumstances, the Contractor should take advantage of lower airfares by purchasing tickets more than 14 days in advance of travel. In-state travel by air must be more economical than travel by private vehicle. Use of a private vehicle may be reimbursed per mile at the current rate published by the IRS annually. Short-term parking, long-term parking or cab fare associated with airport departure and arrival may be allowable expenses. Valet parking will not be allowed unless it is the least expensive or only option. Car rental rates may be reimbursed for car rentals no greater than the intermediate or standard classification. The City will not reimburse any other travel methods or expenses. The City will pay for lodging, meals, and miscellaneous expenses on a per diem basis only, in accordance with the current per diem rates published by the IRS annually. The City will not pay for Contractor expenses exceeding the per diem rates. Receipts for all reimbursable expenses must be provided with the Contractor's invoice. \



#### **43. ELECTRONIC SIGNATURE**

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

#### **44. APPENDICES**

The following Appendices are made a part of this Agreement:

1. Schedule A – Contractor’s Proposal and Price Sheet
2. Schedule B – General Construction Terms and Conditions
3. Schedule C – Special Contract Terms and Conditions
4. Schedule D – Site Plans
5. Schedule E – Minimum Insurance Requirements
6. Schedule F – Scope of Work
7. Schedule G – Performance, Labor and Material Payment, and Maintenance Bonds



**CONTRACT SIGNATURE PAGE**

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

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

<b>THE CITY OF COLORADO SPRINGS, COLORADO:</b>
<b>SAMPLE ONLY – DO NOT SIGN</b>

<b>SECOND PARTY:</b>
<b>SAMPLE ONLY – DO NOT SIGN</b>
Corporate Name
Signature <span style="float: right;">Date</span>
Title





## **EXHIBIT 2 – QUALIFICATIONS DOCUMENTS**

Please Complete PDF file title “Exhibit 2 Qualification Documents” included with this RFP located at [www.bidnetdirect.com](http://www.bidnetdirect.com) and submit with your proposal.



### **EXHIBIT 3 - SCOPE OF SERVICES FOR GREY HAWK PARK PLAYGROUND DESIGN & INSTALLATION**

The City of Colorado Springs Parks, Recreation and Cultural Services Department is seeking proposals for the design and construction of the Grey Hawk Park playground within the City of Colorado Springs. This City wants the playground to be designed and installed and completed by the end of 2025. The department is seeking proposals that exemplify fun, creative, and healthy play environments. The long-term sustainability of park facilities is a priority for the Parks and Recreation Department – therefore, high quality play (low maintenance) facilities are of utmost importance. The park master plan process included a public engagement process where community members could give input on the playground style. The community ranked three styles of equipment and theming. The proposed playground design should feature a 'Nature Based' theme. See attached slide(s) in Exhibit 4.

The park playground location is listed below with site specific information included. The individual site plan is attached showing the defined playground footprint, play area and playground edge in Exhibit 5. A CAD file has also been included for design parameters in Exhibit 6. A total of \$450,000 has been budgeted for the playground equipment. The budget includes all playground equipment, freight, and installation of play equipment and play surfacing.

#### **Grey Hawk Park**

950 Spectrum Loop  
Colorado Springs, Colorado  
80921 USA

Playground contractors should know that they are only bidding on the design and installation of the playground equipment and play surfacing. The City under a separate construction contract will accomplish all demolition, site preparation, and general park development including the installation of the concrete playground pit.

The City is seeking one proposal for this playground with a minimum of two (2) illustrated playground design concepts for the site. Each design concept shall include an all-inclusive cost estimate to design, furnish, install the play equipment, and play surfacing. The budget as of now is \$450,000 but Colorado Springs Parks will entertain proposals that go over budget slightly. Additional designs will be accepted and considered in the selection process. Delivery time, design within the budget parameters, and presentation style may also be considered. The City reserves the right to accept or reject any and all proposals. The City reserves the right to negotiate modifications to the overall design with the selected vendor prior to award of the contract.

The City is seeking two different concepts. The first one (**Concept 1**) will be a playground using manufactured playground equipment designed for nature play. This can introduce complimentary natural elements, to round out the full concept but must follow current ASTM and CPSC playground standards. The theme shall blend well with the environment of the park and neighborhood which surrounds the park. The second one or (**Concept 2**) will be a nature play proposal. The City is looking for creative ways to blend the communities desire for nature play with their second choice for some challenge play elements, only as appropriate (see Exhibit 4). Again, natural elements can be introduced to compliment the natural style to round out the full concept but must follow current ASTM and CPSC playground standards. This site lends itself to



both the nature and challenge playground styles. Please keep an open mind to what can be accomplished. Some examples are to use a manufactured playground piece and functional link nature materials to finish play elements. Other ideas could be climbable artwork with a nature theme. It is important that both options meet all ASTM and CPSC playground standards. In both options, please provide pricing for three types of play surfacing.

Below you will see how pricing will be provided in the proposal. In order to be considered, ensure your proposal is complete and follows the format:

#### **Pricing submittal format for Concept 1**

- 1. Concept 1 playground equipment Lump Sum**
- 2. Concept 1 playground equipment installation Lump Sum**
- 3. Concept 1 playground surfacing Engineered Wood Fiber (EWF) Per Square Foot**  
In this line item the contractor will receive the playground pit at a 16-inch depth. Playground contractor will be responsible for a layer of landscape fabric, 4 inches of Pea Gravel another layer of landscape fabric and then install 12 inches of EWF.
- 4. Concept 1 playground surfacing Pour-in-Place, 50/50 blend Per Square Foot Price.**  
Playground contractor will have to provide finished subgrade of playground pit if this element is selected. Please use a class 6 material at 4 inches thick compacted.
- 5. Concept 1 playground surfacing Artificial Turf, finished pile height 1 ½ plus and finished pile weight will be around 100 oz.**  
Playground contractor will have to provide finished subgrade of playground pit if this element is selected. Please use a class 6 material at 4 inches thick compacted.

#### **Pricing submittal format for Concept 2**

- 1. Concept 2 playground equipment Lump Sum**
- 2. Concept 2 playground equipment installation Lump Sum**
- 3. Concept 2 playground surfacing Engineered Wood Fiber (EWF) Per Square Foot**  
In this line item the contractor will receive the playground pit at a 16-inch depth. Playground contractor will be responsible for a layer of landscape fabric, 4 inches of Pea Gravel another layer of landscape fabric and then install 12 inches of EWF.
- 4. Concept 2 playground surfacing Pour-in-Place, 50/50 blend Per Square Foot Price.**  
Playground contractor will have to provide finished subgrade of playground pit if this element is selected. Please use a class 6 material at 4 inches thick compacted.
- 5. Concept 2 playground surfacing Artificial Turf, finished pile height 1 ½ plus and finished pile weight will be around 100 oz.**  
Playground contractor will have to provide finished subgrade of playground pit if this element is selected. Please use a class 6 material at 4 inches thick compacted.

The project will be awarded based upon: (1) quality and durability of proposed equipment, (2) product warranty, (3) integration with neighborhood context, (4) creativity, (5) number of play events (or elements).

After a contractor is selected and a contract is awarded the City intends to present the design concepts (as submitted by the successful contractor) to the respective park neighbors to solicit public input in the final playground selection.

Playground equipment shall meet all applicable provisions of the current CPSC Handbook for Public Playground Safety, ASTM F 1487 specifications, IPEMA, and the Americans with



Disabilities Act. Site improvements including concrete playground edges, sidewalks, and site preparations will be by the City of Colorado Springs Parks Department prior to the playground installation. Pricing should include the play equipment, freight (to be stored with installer), playground surfacing and installation of equipment and surfacing.

Thank you for taking the time and considering to submit a proposal.



## **EXHIBIT 4 – GREY HAWK PARK MASTER PLAN PRESENTATION SLIDES**

Please see PDF file titled “Exhibit 4 – Grey Hawk Master Plan Presentation” included with this RFP located at [www.bidnetdirect.com](http://www.bidnetdirect.com).



## **EXHIBIT 5 – GREY HARK PARK SITE LAYOUT PLANS**

Please see the following PDF files included with this RFP located at [www.bidnetdirect.com](http://www.bidnetdirect.com).

1. Grey Hawk Park Site Layout Plan at 11x17
2. Grey Hark Park Site Layout Plan at 24x36



## **EXHIBIT 6 – GREY HAWK PARK PLAY PIT CAD FILE**

Please see DWG file titled “Exhibit 6 – Grey Hawk Park Play Pit CAD File” included with this RFP at [www.bidnetdirect.com](http://www.bidnetdirect.com).



**EXHIBIT 7 – SAMPLE EVALUATION SCORESHEET**

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

RFP EVALUATION CRITERIA DESCRIPTION	SCORE
<p><b>1. TECHNICAL AREA (45 Points)</b></p> <p>The Offeror must explain its overall solution, considering the scope of work or statement of work provided. The content must include, but not necessarily be limited to, the following information.</p>	
<p><b>A. Quality and Durability of Proposed Equipment</b></p>	
<p>In the Quality Area, the Offeror should provide specifications for the play equipment and play surfacing utilized in the two proposed concepts. The proposal should demonstrate how the Offeror’s design concepts address the quality and durability considerations identified in the scope of work. At a minimum, the Offeror should provide sufficient content and detail to answer completely the following questions:</p> <ol style="list-style-type: none"> <li>1. Do the equipment and surfacing meet all applicable provisions of the current CPSC Handbook for Public Playground Safety, ASTM F 1487 specifications, IPEMA and the Americans with Disabilities Act?</li> <li>2. Do the equipment and surfacing meet the specifications provided in the Scope of Work?</li> <li>3. Do the quality and durability of the proposed equipment support the stated project goals of high-quality and healthy play, low maintenance facilities, and long-term sustainability of park facilities?</li> </ol> <p><b>COMMENTS:</b></p>	<p><b>5 – Exceptional</b>  <b>4 – Very Good</b>  <b>3 – Satisfactory</b>  <b>2 – Marginal</b>  <b>1 – Unacceptable</b></p> <p><b>Rating: ____</b></p>
<p><b>B. Product Warranty</b></p>	
<p>A product warranty is highly desirable to support the project’s goal for a low maintenance facility. Offeror should provide complete warranty details for the proposed equipment and surfacing. 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"> <li>1. Does the proposal identify what, if any, portions of the project are not covered by a warranty?</li> <li>2. Does the warranty information provided meet industry standards and reasonable expectations for similar products in the industry?</li> <li>3. Does it generally appear that the Offeror knows and thoroughly understands the business and the RFP requirements?</li> </ol> <p><b>COMMENTS:</b></p>	<p><b>5 – Exceptional</b>  <b>4 – Very Good</b>  <b>3 – Satisfactory</b>  <b>2 – Marginal</b>  <b>1 – Unacceptable</b></p> <p><b>Rating: ____</b></p>





<p align="center"><b>C. Number of Play Events</b></p>	
<p>The Grey Hawk Park Playground Project has a number of stated goals, including fun, creative and healthy play environments. Offeror should clearly identify the number of play events included in each design concept. 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"> <li>1. Does the proposal identify the number of play events in each concept?</li> <li>2. Do the proposed play events support the project goals, as outlined in the Scope of Work?</li> </ol> <p><b>COMMENTS:</b></p>	<p><b>5 – Exceptional</b>  <b>4 – Very Good</b>  <b>3 – Satisfactory</b>  <b>2 – Marginal</b>  <b>1 – Unacceptable</b></p> <p><b>Rating: _____</b></p>
<p>Sum of Ratings in Technical Area (Add numbers in Section 1.A., 1.B and 1.C):</p>	
<p><b>2. MANAGEMENT AND DESIGN AREA (40 Points)</b></p>	
<p>The Management and Design Area, the Offeror must explain its method of managing the work to be performed for the designs being presented. The content must include, but not necessarily be limited to, the following information.</p>	
<p align="center"><b>A. Project Approach</b></p>	
<p>The Offeror should clearly present proposed solutions and indicate that it has performed adequate planning to accomplish project tasks as defined in the Statement of Work. Innovations, efficiencies, creativity and detailed specifics are all encouraged.</p> <p>The Offeror must at least address the following areas:</p> <ol style="list-style-type: none"> <li>1. Installation phasing and traffic control for the project. Explain the phases, pedestrian and vehicle traffic control for each phase, as appropriate, and the logic in the installation phasing.</li> <li>2. Schedule Management. Discuss Offeror’s approach to schedule management including updating and reporting progress of the work and lead times for delivery and installation of play equipment.</li> <li>3. Safety. Discuss Offeror’s approach and commitment to safety for both playground installation workers and the public traveling through the worksite.</li> <li>4. Potential issues that Offeror foresees with this project and how Offeror would make adjustments if encountered. Describe factors limiting installation phasing flexibility and potential remedies.</li> </ol> <p><b>COMMENTS</b></p>	<p><b>5 – Exceptional</b>  <b>4 – Very Good</b>  <b>3 – Satisfactory</b>  <b>2 – Marginal</b>  <b>1 – Unacceptable</b></p> <p><b>Rating: _____</b></p>



<p align="center"><b>B. Integration with Neighborhood Context</b></p>	
<p>The proposed concepts should blend with the overall environment of the park and its surrounding neighborhood. It is highly recommended that the Offeror provide creative approaches to accomplish this integration in each design concept included in their proposal. The Offeror should provide sufficient content and detail to answer the following questions:</p> <ol style="list-style-type: none"> <li>1. Do the concept designs provide integration and/or continuity with the surrounding landscape and neighborhood?</li> <li>2. Does the proposal include a minimum of two (2) illustrated design concepts?</li> </ol> <p><b>COMMENTS:</b></p>	<p><b>5 – Exceptional</b>  <b>4 – Very Good</b>  <b>3 – Satisfactory</b>  <b>2 – Marginal</b>  <b>1 – Unacceptable</b></p> <p><b>Rating: ____</b></p>
<p align="center"><b>C. Relevant Experience and Qualifications</b></p>	
<p>The Offeror should provide at least three references or name contracts demonstrating that it successfully provided services/products that are the same or similar to those required in the RFP. The proposal should adequately explain how the projects were completed on schedule and within budget. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions.</p> <ol style="list-style-type: none"> <li>1. Does the proposal include at least three references or past performance citations?</li> <li>2. Are the references or past performance citations relevant to the requirements of the Statement of Work of the RFP?</li> <li>3. Does the Offeror explain how they were successful on the projects provided as past performance?</li> <li>4. Does the Offeror apply the past performance to the City requirement in such a way as to demonstrate added value due to experience?</li> <li>5. Does the proposal include a complete plan to accomplish each requirement, including subcontracting (if applicable)?</li> <li>6. Does the proposal demonstrate that appropriate and qualified personnel and equipment will be provided to carry out the requirement?</li> </ol> <p><b>COMMENTS:</b></p>	<p><b>5 – Exceptional</b>  <b>4 – Very Good</b>  <b>3 – Satisfactory</b>  <b>2 – Marginal</b>  <b>1 – Unacceptable</b></p> <p><b>Rating: ____</b></p>
<p align="center"><b>D. Key Personnel</b></p>	
<p>In the Management Area, resumes must be provided for all personnel considered key, as required by the RFP. Resumes do not count toward the page limit. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions. Explain how the key personnel were related to the projects cited as relevant past performance.</p> <ol style="list-style-type: none"> <li>1. Does the Offeror provide complete resumes, including education, experience, background information, accomplishments, and other pertinent information?</li> </ol>	



<p>2. Does the Offeror provide resumes for all key personnel, as required by the RFP?</p> <p>3. Do the resumes demonstrate adequate professional, technical, and management levels to accomplish the work effectively and efficiently?</p> <p><b>COMMENTS:</b></p>	
<p>Sum of Ratings in Management Area (Add numbers in Sections 2.A., 2.B., 2.C, 2.D)</p>	
<p><b>3. PRICE AREA (10 POINTS)</b></p>	
<p>In the Price Area, the Offeror should provide a detailed breakdown of the price for each concept and shall be presented in the requested format described in the Scope of Work and provided at Schedule A – Price Sheet. The price must be all-inclusive and include all unit costs for material, labor, other direct costs (e.g. travel), indirect costs (i.e. overhead and general and administrative costs), and profit/fee. Offers must include sufficient detail to allow insight into the fairness and reasonableness of the price.</p> <p>In addition, although price may not be the most important factor, it is still very important to the City of Colorado Springs. The Offeror’s pricing must be competitive as compared to the budget amount, market pricing in the industry, and the pricing of other Offerors. 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"> <li>1. How does the price compare to the industry competition?</li> <li>2. If low, is it unrealistically low?</li> <li>3. If high, is there demonstrated added value for the additional cost?</li> <li>4. Is the price itemized, so that it is clear how the cost was built? If so, do the costs look appropriate for the task?</li> <li>5. Does the Offeror leave applicable costs out of the calculations? For instance, some will say travel is not included and will be an extra cost. This should be considered when comparing to other Offerors.</li> <li>6. Are there additional costs not addressed that the City would incur if the Offeror were awarded the contract? If so, include those costs when comparing to the budget amount and the competition.</li> </ol> <p><b>COMMENTS:</b></p>	<p><b>5 – Exceptional</b>  <b>4 – Very Good</b>  <b>3 – Satisfactory</b>  <b>2 – Marginal</b>  <b>1 – Unacceptable</b></p> <p>Rating: ____</p>
<p>Total Price/Cost Area (Insert number from Section 3 evaluation above):</p>	
<p><b>4. PROPOSAL PRESENTATION (5 POINTS)</b></p>	
<p>Presentation is an important factor. Offerors should provide a highly professional product, which is complete, accurate, easily understood, and effectively presented.</p> <p><b>COMMENTS:</b></p>	<p><b>5 – Exceptional</b>  <b>4 – Very Good</b>  <b>3 – Satisfactory</b>  <b>2 – Marginal</b>  <b>1 – Unacceptable</b></p> <p>Rating: ____</p>



Total Proposal Presentation Area (Insert number from Section 4 evaluation above):	
<b>EXCEPTIONS PROPOSED</b>	
What (if any) exceptions (redlines to our terms and conditions) were proposed? Are they acceptable?	<b>Pass/Fail</b>
<b>COMMENTS:</b>	
<b>TOTAL SCORE – Add Evaluation Scores from Sections 1-4 and location bonus (if applicable). The sum is the total score.</b>	Total Score:

Overall Proposal **Strengths:**

Overall Proposal **Weaknesses:**



**EXHIBIT 8 – SAMPLE BONDS**

**CITY OF COLORADO SPRINGS PERFORMANCE BOND**

1. KNOW BY ALL MEN BY THESE PRESENTS, THAT

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

As Principal, hereinafter called “Principal,” and

\_\_\_\_\_  
(SURETY Name)

\_\_\_\_\_  
(SURETY Address)

A corporation organized and existing under the laws of the State of \_\_\_\_\_

And AUTHORIZED TO DO BUSINESS IN THE STATE OF COLORADO, as Surety, hereinafter called “Surety,” are held firmly bound to the CITY OF COLORADO SPRINGS, COLORADO as Obligee, hereinafter called “Obligee,” in the sum of WRITTEN DOLLAR AMOUNT (\$x, xxx, xxx. xx Dollars) lawful money of the United States of America, for payment of which sum well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, successors, and assigns, jointly and severally, firmly by these presents:

2. WHEREAS, the Principal and the Obligee have entered into a contract dated the XX day of XX, 2024 for the following project: Project Name Contract # C0XXXX, which contract is by reference made a part hereof, and referred to as “Contract.”
3. NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the Principal shall promptly and faithfully perform all terms, conditions, and other obligations of the Contract, and any modifications or extensions thereof granted by the Obligee, then this obligation shall be null and void: otherwise, this obligation shall remain in full force and effect.
4. The Surety for value received agrees that no extension of time, change in, addition to, or other alteration or modification of the terms, conditions, or obligations of the Contract or work to be performed thereunder, or any forbearance on the part of either the Obligee or the Principal to the other shall in any way release or affect the liability or obligation of this Bond, and the Surety hereby waives notice of any such extension of time, change, addition, modification, alteration or forbearance.



Page Two (2) of Performance Bond

Signed and Sealed on the dates set forth below:

	FOR:	_____
_____		(PRINCIPAL'S Name)
(Witness)		
	BY:	_____
	ITS:	_____
_____	This	_____ Day of _____, 2024
(Seal)		
	FOR:	_____
_____	FOR:	(SURETY'S Name)
(Witness)		
	BY:	_____
	ITS:	_____
_____	This	_____ Day of _____, 2024
(Seal)		
Bond #:	_____ This Bond <input type="checkbox"/> (is) <input type="checkbox"/> (is not) an SBA Guaranteed Bond.	



**CITY OF COLORADO SPRINGS LABOR & MATERIAL PAYMENT BOND**

1. KNOW BY ALL MEN BY THESE PRESENTS, THAT

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

As Principal, hereinafter called "Principal," and

\_\_\_\_\_  
(SURETY Name)

\_\_\_\_\_  
(SURETY Address)

A corporation organized and existing under the laws of the State of \_\_\_\_\_

And AUTHORIZED TO DO BUSINESS IN THE STATE OF COLORADO, as Surety, hereinafter called "Surety," are held firmly bound to the CITY OF COLORADO SPRINGS, COLORADO as Obligee, hereinafter called "Obligee," in the sum of WRITTEN DOLLAR AMOUNT (\$x, xxx, xxx. xx Dollars) lawful money of the United States of America for payment of which sum well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, successors, and assigns, jointly and severally, firmly by these presents:

2. WHEREAS, the Principal and the Obligee have entered into a contract dated the XX day of XX, 2024 for the following project: Project Name Contract # C0XXXX, which contract is by reference made a part hereof, and referred to as "Contract."

3. NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the Principal shall promptly make payments of all amounts lawfully due to all persons supplying or furnishing the Principal or the Principals subcontractors with labor, materials, rental machinery, tools, or equipment used or performed in the prosecution of the work provided for in the Contract; and if the Principal shall indemnify and save harmless the Obligee to the extent of any payments in connection with the carrying out of the Contract which the Obligee may be required to pay under the law, all in accord with Colorado State Law, Section 38-26-105 C.R.S., then this obligation shall be null and void; otherwise this obligation shall remain in full force and effect.

AND FURTHER, should the Principal or the Principal's subcontractors fail to duly pay for any labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by the Principal or the Principal's subcontractors in the performance of the work contracted to be done, or fails to pay any person who supplies rental machinery, tools or equipment, all amounts due as the result of the use of such machinery, tools, or equipment, in the prosecution of the work under the Contract, the Surety shall pay the same in an amount



not exceeding the sum specified in this Bond together with interest at the rate of eight percent per annum, in accordance with Colorado State Law, Section 38-26-106 C.R.S.

In accordance with Colorado State Law, Section 38-26-105 C.R.S., actions against the Principal and Surety under this Bond shall be brought within six months after the final completion of the Contract as defined by the ordinances, rules, and regulations of the City of Colorado Springs, Colorado, a home rule City, and not afterwards.

4. The Surety for value received agrees that no extension of time, change in, addition to, or other alteration or modification of the terms, conditions, or obligations of the Contract or work to be performed thereunder, or any forbearance on the part of either the Obligee or the Principal to the other shall in any way release or affect the liability or obligation of this Bond, and the Surety hereby waives notice of any such extension of time, change, addition, modification, alteration or forbearance.





Page Two (2) of Labor and Material Payment Bond

Signed and Sealed on the dates set forth below:

	FOR:	_____
_____		(PRINCIPAL'S Name)
(Witness)		
	BY:	_____
	ITS:	_____
_____	This	_____ Day of _____, 2024
(Seal)		
	FOR:	_____
_____	FOR:	(SURETY'S Name)
(Witness)		
	BY:	_____
	ITS:	_____
_____	This	_____ Day of _____, 2024
(Seal)		
Bond #:	_____ This Bond <input type="checkbox"/> (is) <input type="checkbox"/> (is not) an SBA Guaranteed Bond.	



**CITY OF COLORADO SPRINGS MAINTENANCE BOND**

1. KNOW BY ALL MEN BY THESE PRESENTS, THAT

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

As Principal, hereinafter called "Principal," and

\_\_\_\_\_  
(SURETY Name)

\_\_\_\_\_  
(SURETY Address)

A corporation organized and existing under the laws of the State of \_\_\_\_\_

And AUTHORIZED TO DO BUSINESS IN THE STATE OF COLORADO, as Surety, hereinafter called "Surety," are held firmly bound to the CITY OF COLORADO SPRINGS, COLORADO as Obligee, hereinafter called "Obligee," in the sum of WRITTEN DOLLAR AMOUNT (\$x, xxx, xxx. xx Dollars) lawful money of the United States of America for payment of which sum well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, successors, and assigns, jointly and severally, firmly by these presents:

2. WHEREAS, the Principal and the Obligee have entered into a contract dated the XX day of XX, 2024 for the following project: Project Name Contract # C0XXXX, which contract is by reference made a part hereof, and referred to as "Contract."
3. NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the Principal shall promptly, properly, and without cost to Obligee perform all maintenance and other guarantee obligations under the terms of the Contract, including any modifications or extensions thereof granted by the Obligee, for a period of TWO (2) year(s) from the date of final payment upon the Contract by the Obligee, and in the case of each correction or repair, during a period of ONE (1) year after the date of said correction or repair or for the remaining period of years set forth herein, whichever is longer, then this obligation shall be null and void; otherwise this obligation shall remain in full force and effect.
4. The Surety for value received agrees that no extension of time, change in, addition to, or other alteration or modification of the terms, conditions, or obligations of the Contract or work to be performed thereunder, or any forbearance on the part of either the Obligee or the Principal to the other shall in any way release or affect the liability or obligation of this Bond, and the Surety hereby waives notice of any such extension of time, change, addition, modification, alteration or forbearance.



Page Two (2) of Maintenance Bond

Signed and Sealed on the dates set forth below:

	FOR:	_____
_____ (Witness)		(PRINCIPAL'S Name)
	BY:	_____
	ITS:	_____
_____ (Seal)	This	_____ Day of _____, 2024
	FOR:	_____
_____ (Witness)	FOR:	(SURETY'S Name)
	BY:	_____
	ITS:	_____
_____ (Seal)	This	_____ Day of _____, 2024
Bond #:	_____	This Bond <input type="checkbox"/> (is) <input type="checkbox"/> (is not) an SBA Guaranteed Bond.



**ORIGINAL COPY**  
**POWER OF ATTORNEY ON ALL BONDS**



## **EXHIBIT 9 – NOTIFICATION OF UTILITIES**

### General Information

It is the responsibility of the Contractor to notify all applicable utilities (including, but not limited to Colorado Springs Utilities) for utility locations at least two business days or twenty-four hours prior to commencing any work. Should any street be closed off for any amount of time, the Contractor must notify the Traffic Department. See the City of Colorado Springs Standard Specifications General Provisions for more information regarding utilities.

The City of Colorado Springs Standard Specifications and General Provisions indicated on the RFP for this project are included by reference. The above document may be reviewed or purchased at the City Administration Building, Engineering Division, at 30 South Nevada, Suite 403, Colorado Springs, Colorado, between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, except holidays.

### Telephone References

- |   |                |
|---|----------------|
| 1. Utility Notification Center of Colorado      | 1-800-922-1987 |
| 2. Colorado Springs Utilities Electric          | (719) 448-4811 |
| 3. Colorado Springs Utilities Water, Wastewater | (719) 448-4200 |
| 4. Traffic Department                           | (719) 385-5908 |
| 5. Colorado Springs Utilities Gas Emergencies   | (719) 520-0100 |
| 6. Cable Television                             | (719) 633-6616 |
| 7. Telephone                                    | 1-800-954-0211 |

### Standard Utility Color Code

- |                  |        |
|------------------|--------|
| 1. Natural Gas - | Yellow |
| 2. Electric -    | Red    |
| 3. Water -       | Blue   |
| 4. Wastewater -  | Green  |

### Contractor Responsibilities

1. Contact Colorado Springs Utilities, and/or other applicable utilities company or provider, at least twenty four hours prior to starting the project so that our service inspector can make contact on the job site.
2. All replacement taps will have to be coordinated and notification must be given to Colorado Springs Utilities twenty four hours prior to scheduling.
3. Any water interruption to properties involved must be notified at least twenty-four hours prior to shut down and coordinated with a service inspector.
4. If in the event a property or business is involved that cannot be without water the Contractor will be responsible for keeping them in water while the shut down is in effect.
5. If for any reason when water is restored after the shut down that a property has no water and Colorado Springs Utilities is contacted to determine the problem, the Contractor will be responsible for digging, regardless of the time of day to restore service. Contractor must provide Colorado Springs Utilities with a name and



- telephone number of an afterhours contact in case of emergency.
6. All services which would be replaced will have to meet our water specifications and be approved by the Water service inspector.
  7. All materials pertaining to lowering or replacing water service lines, regardless of size, will be the responsibility of the Contractor unless otherwise specified in Engineering Specifications and Plans.
  8. If for any reason it would not be feasible to shut down and notify affected properties, it would be the responsibility of the Contractor to provide temporary water for the houses or businesses involved.

#### Pre-excavation Checklist

1. Indicate all gas and other utility lines a set of construction plans.
2. Notify City of Colorado Springs Underground Utility Line Locators at least two business days in advance at the division numbers listed above.
3. Utilities locations should be marked on the ground by City Locators.
4. All employees should be briefed on the marking and the standard utility color codes.
5. Employees should be trained on excavation and safety procedures for natural gas lines.
6. When excavation approaches gas lines, employees should expose lines by careful hand digging and probing.
7. Contact the City Forester for any tree protection requirements that may be included on contract specifications



## **SCHEDULES**

Schedule A Price Sheet  
Schedule B General Construction Terms and Condition



## SCHEDULE A – PRICE SHEET

Please submit a price sheet with your proposal using the following format:

### Pricing submittal format for Concept 1

1. **Concept 1 playground equipment Lump Sum**
2. **Concept 1 playground equipment installation Lump Sum**
3. **Concept 1 playground surfacing Engineered Wood Fiber (EWF) Per Square Foot**  
In this line item the contractor will receive the playground pit at a 16-inch depth. Playground contractor will be responsible for a layer of landscape fabric, 4 inches of Pea Gravel another layer of landscape fabric and then install 12 inches of EWF.
4. **Concept 1 playground surfacing Pour-in-Place, 50/50 blend Per Square Foot Price.**  
Playground contractor will have to provide finished subgrade of playground pit if this element is selected. Please use a class 6 material at 4 inches thick compacted.
5. **Concept 1 playground surfacing Artificial Turf, finished pile height 1 ½ plus and finished pile weight will be around 100 oz.**  
Playground contractor will have to provide finished subgrade of playground pit if this element is selected. Please use a class 6 material at 4 inches thick compacted.

### Pricing submittal format for Concept 2

1. **Concept 2 playground equipment Lump Sum**
2. **Concept 2 playground equipment installation Lump Sum**
3. **Concept 2 playground surfacing Engineered Wood Fiber (EWF) Per Square Foot**  
In this line item the contractor will receive the playground pit at a 16-inch depth. Playground contractor will be responsible for a layer of landscape fabric, 4 inches of Pea Gravel another layer of landscape fabric and then install 12 inches of EWF.
4. **Concept 2 playground surfacing Pour-in-Place, 50/50 blend Per Square Foot Price.**  
Playground contractor will have to provide finished subgrade of playground pit if this element is selected. Please use a class 6 material at 4 inches thick compacted.
5. **Concept 2 playground surfacing Artificial Turf, finished pile height 1 ½ plus and finished pile weight will be around 100 oz.**  
Playground contractor will have to provide finished subgrade of playground pit if this element is selected. Please use a class 6 material at 4 inches thick compacted.





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

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

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

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