



# **REQUEST FOR PROPOSAL**

**Construction**

**R24-128CA**

Date issued: October 11, 2024

# **N NEVADA EAST SIDE STORMWATER IMPROVEMENTS**

**THE CITY OF COLORADO SPRINGS**

**THIS PROJECT IS PARTIALLY FUNDED BY A  
FEDERAL GRANT (ARPA)**



**The City of Colorado Springs requests Fixed Unit Price proposals, as detailed in this Request for Proposal (RFP), for N Nevada East Side Stormwater Improvements**

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: \$7,500,000.00 - \$8,500,000.00**



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## SECTION I – PROPOSAL INFORMATION

### 1.0 PROPOSAL INFORMATION

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

### 1.1 RFP SCHEDULE OF EVENTS

The upcoming schedule of events is as follows:

| <b><u>Event</u></b>        | <b><u>Date</u></b>         |
|----------------------------|----------------------------|
| Issue Request for Proposal | October 11, 2024           |
| Pre-Proposal Conference    | October 16, 2024 at 3:00PM |

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

## Microsoft Teams [Need help?](#)

### [Join the meeting now](#)

Meeting ID: 267 237 491 861

Passcode: ZDeVHt

### Dial in by phone

[+1 720-617-3426,449490012#](tel:+17206173426,449490012#) United States, Denver

[Find a local number](#)

Phone conference ID: 449 490 012#

Cut Off Date for Questions                      October 25, 2024 by 3:00PM

Questions about the RFP must be submitted electronically in Bidnet ([www.bidnetdirect.com](http://www.bidnetdirect.com)), A written response to any inquiry may be provided in the form of an Amendment to the solicitation. See 1.7 Amendments. Questions must be received no later than Date above.

Requests for RFP support shall be directed to:

Crystal Abeyta, City of Colorado Springs Procurement Services  
[Crystal.Abeyta@coloradosprings.gov](mailto:Crystal.Abeyta@coloradosprings.gov)

|                                                                                                     |
|-----------------------------------------------------------------------------------------------------|
| DO NOT CONTACT ANY OTHER INDIVIDUAL AT THE CITY OF COLORADO SPRINGS<br>REGARDING THIS SOLICITATION. |
|-----------------------------------------------------------------------------------------------------|

**The only acceptable method of submitting questions is electronically via BidNet.**



|                            |                                |
|----------------------------|--------------------------------|
| Proposal Due Date          | November 8, 2024 by 3:00PM MDT |
| Interviews (if applicable) | N/A                            |
| Award of Contract          | End of November 2024           |
| Notice to Proceed          | TBD (likely in 2025)           |

## 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 3:00PM MDT, Friday, November 8, 2024.

## 1.3 NUMBER OF COPIES

Offerors shall submit **one (1)** electronic copy of proposal documents on 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 N Nevada East Side Stormwater Improvements.

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 360 days from the issuance of a notice to proceed.

#### **1.13 DEBRIEFING**

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

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

#### **1.14 SUBSTANTIVE PROPOSALS**

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



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

Each Offeror must complete Exhibit 1 – Qualification Statement.

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

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

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

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

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

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

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

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

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

### **1.19 ORDER OF PRECEDENCE**

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





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

## 1.20 SALES TAX

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

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

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

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

Our Registration Numbers are as follows:

City of Colorado Springs

Federal I.D.: 84-6000573

Federal Excise: A-138557

State Sales Tax: 98-03479

## 1.21 BOND REQUIREMENTS

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

Bonds shall:

- A. Be for the full amount of the contract price.
- B. Guarantee the Contractor's faithful performance of the work under the contract, and the prompt and full payment for all labor and materials involved therein.



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

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

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

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

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

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

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

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

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

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

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

The City does not warrant the adequacy of boring logs and other records of subsurface investigations, and such information is not considered to be a part of the Contract. When a log of test borings is included in the subsurface investigation record, the data shown in the individual log of each test boring apply only to that particular boring and are not intended to be conclusive



as to the character of any material between or around test borings. If Offerors use this information in preparing a proposal, it is used at their own risk, and Offerors are responsible for all conclusions, deductions, and inferences drawn from such information.

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

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

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

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

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

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

### **1.27 MATERIAL GUARANTY**

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



## SECTION II – PROPOSAL CONTENT

### 2.0 PROPOSAL CONTENT

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

### 2.1 PROPOSAL FORMAT

Offeror's written proposal should include concise, but complete, information, emphasizing why the Offeror is best or best qualified to provide the required services. The Offeror's written proposal should include the information in the format outlined below and must be limited to no more than 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 1  | Qualifications Documents (PDF Provided) |
| Exhibit 4  | Federal Forms                           |
| Schedule A | Price Sheet                             |
|            | Acknowledged Addenda (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 Exhibit 1 with its Proposal.

### 2.4 ORGANIZATIONAL BACKGROUND AND OVERVIEW

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



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

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

### **2.5.1 TECHNICAL AREA**

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

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

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

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

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

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

The Offeror must at least address the following areas:

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



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

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

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

## **2.5.2 MANAGEMENT AREA**

The Offeror must explain its method of managing the work to be performed. The content must include, but no necessarily be limited to, the following information.

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

In the Management Area, the Offeror should provide:

1. A plan of operation, to include management of personnel, workload, schedule, and budget
2. An organization chart which demonstrates clear and effective lines of authority, responsibility, and communication for management, supervisory, and technical personnel. The plan should address which job classification or personnel will be assigned to each task and how that determination is made. Basic human resource management concepts should be addressed, including hiring, firing, discipline, incentive plans, etc.
3. If the Offeror plans to subcontract more than 10% of the work, include information on how the Offeror plans to manage its subcontractors.
4. A detailed construction schedule for the project showing the key construction activities and how they will meet or improve the City's timeframe and maximize construction efficiency to provide the best value to the City and minimize impacts to the public. The schedule shall be based on the Offeror's understanding and approach to the work as addressed above. Schedules should address controls to ensure the project will remain on schedule and on budget. Schedules submitted for this project shall assume a start date of January 2025.

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



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

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

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

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

#### C. Key Personnel

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

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

## 2.6 PRICE AREA

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





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

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

## **2.7 PROPOSAL PRESENTATION**

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

## **2.8 EXCEPTIONS**

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

## **2.9 INSURANCE REQUIREMENTS**

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





## **SECTION III – EVALUATION FACTORS**

### **3.0 EVALUATION AND AWARD**

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

### **3.1 EVALUATION CRITERIA**

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

See Section II - Item 2.5.1A

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

See Section II - Item 2.5.1B

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

See Section II - Item 2.5.2A

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

See Section II – Item 2.5.2B

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

See Section II – Item 2.6

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

See Section II – Item 2.7

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

See Section II – Items 2.8 and 2.9

### **3.2 RANKING**

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

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

Price/Cost Area: .60  
Technical Area: .20  
Management Area: .15  
Proposal Presentation Area: .5

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 2, contains contract terms and conditions.

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

### CLAUSES FOR CONTRACTS SUBJECT TO FEDERAL REQUIREMENTS

#### 1. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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



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

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

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

G. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

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



## **2. EQUAL EMPLOYMENT OPPORTUNITY REPORTS AND OTHER REQUIRED INFORMATION**

### *A. Requirements for prime contractors and subcontractors.*

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

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

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

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

### *B. Requirements for bidders or prospective contractors—*

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



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

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

### 3. **RESERVED**

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

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

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

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

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

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

D. Payrolls and basic records.

1. The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked,





deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Construction Wage Rate Requirements statute.

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

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

## **5. CLEAN AIR ACT**

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

## **6. DEBARMENT AND SUSPENSION**

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

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

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

C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

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





## **7. BYRD ANTI-LOBBYING AMENDMENT**

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

## **8. SMALL BUSINESS REQUIREMENTS**

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

Affirmative steps must include:

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

## **9. PROCUREMENT OF RECOVERED MATERIALS**

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



## 10. ANTI-KICKBACK PROCEDURES

### A. Definitions.

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

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

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



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

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

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

The Contracting Officer may

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

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

## **11. ENERGY EFFICIENCY IN ENERGY CONSUMING PRODUCTS**

A. Definition. As used in this clause--

1. "Energy-efficient product"—
  - a. Means a product that—
    - i. Meets Department of Energy and Environmental Protection Agency criteria for use of the Energy Star trademark label; or
    - ii. Is in the upper 25 percent of efficiency for all similar products as designated by the Department of Energy's Federal Energy Management Program.
2. The term "product" does not include any energy-consuming product or system designed or procured for combat or combat-related missions (42 U.S.C. 8259b).

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



1. Delivered.
2. Acquired by the Contractor for use in performing services at a Federally controlled facility.
3. Furnished by the Contractor for use by the Government.
4. Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.

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

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

D. Information about these products is available for—

1. ENERGY STAR® at <http://www.energystar.gov/products>; and
2. FEMP at [http://www1.eere.energy.gov/femp/procurement/eep\\_requirements.html](http://www1.eere.energy.gov/femp/procurement/eep_requirements.html).

## **12. BUY AMERICAN—CONSTRUCTION MATERIALS**

A. Definitions. As used in this clause—

1. “Commercially available off-the-shelf (COTS) item”—
  - a. Means any item of supply (including construction material) that is—
    - i. A commercial item (as defined in paragraph (1) of the definition at FAR [2.101](#));
    - ii. Sold in substantial quantities in the commercial marketplace; and
    - iii. Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
  - b. Does not include bulk cargo, as defined in [46 U.S.C. 40102\(4\)](#), such as agricultural products and petroleum products.
2. “Component” means an article, material, or supply incorporated directly into a construction material.
3. “Construction material” means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm,



and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

4. “Cost of components” means—

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

5. “Domestic construction material” means—

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

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

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

a. Domestic preference.

- i. This clause implements [41 U.S.C. chapter 83](#), Buy American, by providing a preference for domestic construction material. In accordance with [41 U.S.C. 1907](#), the component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR [12.505\(a\)\(2\)](#)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.
- ii. This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:



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

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

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

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

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

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

i. A description of the foreign and domestic construction materials

ii. Unit of measure

iii. Quantity

iv. Price

v. Time of delivery or availability

vi. Location of the construction project

vii. Name and address of the proposed supplier

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

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

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

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

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow



use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

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

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

**FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON**

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

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

[Include other applicable supporting information.]

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

**13. INFRASTRUCTURE INVESTMENT AND JOBS ACT, BUILD AMERICA, BUY AMERICA**

**THIS SECTION ONLY APPLIES TO PROJECTS THAT HAVE A TOTAL COST OF \$250,000 OR MORE AND THAT INCLUDE THE USE OF IRON OR STEEL.**

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this Agreement may be used for a project for infrastructure unless:

A. All iron and steel used in the PROJECT are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

B. All manufactured products used in the PROJECT are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured



product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

C. All construction materials (excludes cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives) are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

D. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

E. Definitions:

“Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives 46—that is or consists primarily of:

1. Non-ferrous metals
2. Plastic and polymer-based products (including polyvinyl/chloride, composite building materials, and polymers used in fiber optic cables)
3. Glass (including optic glass)
4. Lumber; or drywall





## SECTION V – EXHIBITS

### 5.0 EXHIBITS

|           |                          |
|-----------|--------------------------|
| Exhibit 1 | Qualifications Documents |
| Exhibit 2 | Sample Contract          |
| Exhibit 3 | Evaluation Scoresheet    |
| Exhibit 4 | Federal Forms            |



**EXHIBIT 1 QUALIFICATIONS DOCUMENTS**

**PLEASE COMPLETE PDF DOCUMENTS INCLUDED WITH THE RFP NOTICE AND SUBMIT WITH PROPOSAL IN BIDNET ([WWW.BIDNETDIRECT.COM](http://WWW.BIDNETDIRECT.COM)).**



### **SOLICITATION QUALIFICATIONS DOCUMENTS**

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

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

Solicitation:

Solicitation Number:

Firm Name:

Date:

Address:

Federal Tax ID #:

Tax Classification:

Sole Proprietorship

Partnership

C Corporation

S Corporation

LLC

Nonprofit

DUNS Number:

### **OFFEROR REPRESENTATIVE**

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

Name:

Telephone:

E-mail:



## SOLICITATION CERTIFICATION

### PLACE OF BUSINESS

Company's Principal Place of Business

Does Offeror Have an established office or facility in Colorado Springs?    YES            NO

If Yes, Indicate address below if different from principal place of business.

Year Facility Was Established

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

Percent of Work to be performed from Colorado Springs Facility

### INSURANCE

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

*Initial Here*

Indicate your Ability to Comply with the following requirements:

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

YES

NO



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

YES

NO

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

YES

NO

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

YES

NO

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

## **FINANCIAL STATEMENTS**

Current Financial Statements are not required for this solicitation.

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

*Initial Here*

## **COMPLETED PROPOSAL**

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

*Initial Here*





## REPRESENTATIONS AND CERTIFICATIONS

### 1. INSURANCE REQUIREMENTS

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

*Initial Here #1*

### 2. ETHICS VIOLATIONS

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

*Initial Here #2*



### **3. COOPERATION WITH OTHER CONTRACTORS**

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

*Initial Here #3*

### **4. INTERNET USE**

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

*Initial Here #4*

### **5. LITIGATION**

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

*Initial Here #5*

### **6. CONTRACTOR'S REGISTRATION INFORMATION**

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

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

Nonprofit

Small Business

Minority Owned Business/Small Disadvantaged Business

Woman Owned Business





Veteran Owned Business

Service-Disabled Veteran Owned Business

HUBZone Business

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

*Initial Here #6*

## **7. CONTRACTOR PERSONNEL**

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

Name:

Telephone:

E-mail:

*Initial Here #7*

## **8. OFFEROR’S CERTIFICATION**

The undersigned hereby affirms that:

- a) He/She is a duly authorized agent of the Offeror;
- b) He/She has read and agrees to the City’s standard terms and conditions attached.
- c) The offer is presented in full compliance with the collusive prohibitions of the City of Colorado Springs. The Offeror certifies that no employee of its firm has discussed, or



compared the offer with any other offeror or City employee and has not colluded with any other offeror or City employee.

- d) The Offeror certifies that it has checked all of its figures, and understands that the City will not be responsible for any errors or omissions on the part of the Offeror in preparing its proposal.
- e) By submitting an offer the Offeror certifies that it has complied and will comply with all requirements of local, state, and federal laws, and that no legal requirements have been or will be violated in making or accepting this solicitation.

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

*Initial Here #8*

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

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

Are                      Are Not

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

Have                      Have Not

Within a three year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, local) contract or subcontract; violation of Federal or state antitrust statutes relation to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property; and

Are                      Are Not

presently indicated for, or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in any paragraphs above.

- 2. The Offeror shall provide immediate written notice to the City Contracts Specialist if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reasons of changed circumstances.
- 3. The certification in paragraph 1. above, is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the City, the



City Contracts Specialist may terminate the contract resulting from this solicitation for default. Termination for default may result in additional charges being levied for the costs incurred by the City to initiate activities to replace the awarded Contractor.

Initial Here #9

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

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

*Initial Here #10*

#### **11. CITY CONTRACTOR SAFETY PROGRAM**

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

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

*Initial Here #11*

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

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

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

*Initial Here #12*



### **13. FRAUD, WASTE, AND ABUSE**

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

City Auditor

P.O. Box 2241

Colorado Springs CO 80901

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

*Initial Here #13*



## **QUALIFICATION STATEMENT**

This statement will provide information which will enable the City to evaluate the qualifications of your firm and staff with regard to the requirements of this solicitation. Please complete this form in its entirety. If a request in the Qualification Statement is contained in the proposal, indicate the section in the proposal where that information can be found.

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

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

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

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

In your proposal provide a brief history of your firm, staff size, and experience. Submit a resume for the project manager and each key personnel assigned to this project.

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

My Firm has not operated under any other names

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

Yes                      No

If Yes, Please Explain



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

Yes                      No

If Yes, Please Explain

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

Yes                      No

If Yes, Please Explain

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

Yes                      No

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

**10. BANK REFERENCE**

Bank Name:

Address:

Contact:

Phone #:

E-mail:



## 11. SIMILAR PROJECTS

List Three similar projects (local or state-wide) from the last five (5) years. Include the location of the project, size of project (contract amount), contract name and information.

NOTE: Detailed information on these projects may also be requested in the solicitation package

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

### 1. Company:

Location of Project:

Contract Amount:

Contract Period of Performance:

Company Representative:

Representative's Title:

Representative's Address:

Representative's Phone #:

Representative's E-mail:

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

### 2. Company:

Location of Project:

Contract Amount:

Contract Period of Performance:

Company Representative:



Representative's Title:

Representative's Address:

Representative's Phone #:

Representative's E-mail:

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

3. Company:

Location of Project:

Contract Amount:

Contract Period of Performance:

Company Representative:

Representative's Title:

Representative's Address:

Representative's Phone #:

Representative's E-mail:

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





## 12. SIMILAR PROJECTS CURRENTLY UNDER CONTRACT

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

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

1. Company:

Location of Project:

Contract Amount:

Contract Period of Performance:

Company Representative:

Representative's Title:

Representative's Address:

Representative's Phone #:

Representative's E-mail:

Brief Description of service/goods provided.

2. Company:

Location of Project:

Contract Amount:

Contract Period of Performance:

Company Representative:



Representative's Title:

Representative's Address:

Representative's Phone #:

Representative's E-mail:

Brief Description of service/goods provided.

3. Company:

Location of Project:

Contract Amount:

Contract Period of Performance:

Company Representative:

Representative's Title:

Representative's Address:

Representative's Phone #:

Representative's E-mail:

Brief Description of service/goods provided.



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

There are no additional qualification requirements for this solicitation.

There are additional qualification requirements as follows:



## EXCEPTIONS

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

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

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

Please indicate below:

My Firm has no exceptions.

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



## MINIMUM INSURANCE REQUIREMENTS

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

- Commercial General Liability for limits not less than \$1,000,000 combined single limit with \$2,000,000 aggregate for bodily injury and property damage for each occurrence. Coverage shall include blanket contractual, broad form property damage, products and completed operations.
- Workers' Compensation and Employers Liability as required by statute. Employers Liability coverage is to be carried for a minimum limit of \$1,000,000.
- Automobile Liability covering any auto (including owned, hired, and non-owned autos) with a minimum of \$1,000,000 each accident combined single limit.
- Builders Risk or Installation Floater Insurance: Contractor shall purchase and maintain property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the Owner has an insurable interest in the property.
- Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts with limits of not less than \$2,000,000 per occurrence and in the aggregate.
  - In the event that any professional liability insurance required by this Contract is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed
  - Policy shall contain a waiver of subrogation against the CITY.
- Pollution Legal Liability Insurance shall apply to sudden and gradual pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants (including asbestos). If the coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under this contract is completed. Policy limits shall be no less than \$1,000,000 per loss with \$2,000,000 aggregate coverage.



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

Name of Company

Signature

Date



## **SIGNATURE PAGE**

By signing below, the Offeror certifies that no person or firm other than the Offeror or as otherwise indicated has any interest whatsoever in this offer or any Contract that may be entered into as a result of this offer and that in all respects the offer is legal and firm, submitted in good faith without collusion or fraud.

The undersigned additionally declares that it has carefully examined the Bid/Proposal information and the complete Solicitation prior to submitting a Bid / Proposal. The Offeror's signature will be considered the Offeror's acknowledgement of understanding and ability to comply with all items in the solicitation.

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

Signature

Name (Printed)

Company Name

Title

Date



**EXHIBIT 2 SAMPLE CONTRACT  
CONSTRUCTION CONTRACT**

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

**1. INTRODUCTION**

THIS Fixed Unit Price CONTRACT ("Contract") is made and entered into this XXX day of XXX, 2024 by and between the City of Colorado Springs, a Colorado municipal corporation and home rule city, in the County of El Paso, State of Colorado, (the "City"), and \_\_\_\_\_ (the "Contractor").

THE CITY AND THE CONTRACTOR HEREBY AGREE AS FOLLOWS:

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

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

1. This Contract
2. Schedule A – Price Sheet
3. Schedule B – General Construction Terms and Conditions
4. Schedule C – Special Contract Terms and Conditions
5. Schedule D – Scope of Work
6. Schedule E – Project Special Provisions
7. Schedule F – Project Specifications
8. Schedule G – Measurement & Payment
9. Schedule H – Stormwater Management Plan
10. Schedule I – Geotechnical Report





11. Schedule J – Minimum Insurance Requirements
12. Schedule K – Project Plans

## **2. COMPENSATION/CONSIDERATION**

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

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

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

## **3. TERM OF CONTRACT**

Contractor will start work promptly after the Notice to Proceed and continue to work diligently until completed. The Contractor shall complete all work on an as ordered basis throughout the Contract period which is **360 Days from Notice to Proceed** (“Period of Performance”) as per the specifications and drawings. The Contractor shall provide a two-year guarantee on all work performed under this Contract after the job has been completed and accepted.

## **4. INSURANCE**

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

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

## **5. RESPONSIBILITY OF THE CONTRACTOR**

- A. The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all Scope of Work services furnished by the Contractor under this Contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in services provided under this Contract to the satisfaction of the City.



- B. The City's review, approval of, acceptance of, or payment for the services required under this Contract shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the City for any and all damages to the City caused by the Contractor's negligent performance of any of the services furnished under this Contract.
- C. The rights and remedies of the City provided for under this Contract are in addition to any other rights and remedies provided by law.
- D. If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

## **6. WORK OVERSIGHT**

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

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

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

## **8. KEY PERSONNEL**



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

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

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

## **10. APPROPRIATION OF FUNDS**

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

## **11. CHANGES**

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



and all additional, direct, indirect or other cost or expense or profit of the Contractor whatsoever. It is the Contractor's sole responsibility to know, determine, and ascertain the authority of the City representative signing any change order under this Contract.

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

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

The Department Manager: up to \$149,999.99

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

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

The Mayor of Colorado Springs: Unlimited

## **12. ECONOMIC PRICE ADJUSTMENT**

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



- (iii) Changes in the quantities of labor or material used from those shown in Schedule A for each item.
2. No upward adjustment shall apply to supplies or services that are required to be delivered or performed before the effective date of the adjustment, unless the Contractor's failure to deliver or perform according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence, within the meaning of the Default clause.
3. There shall be no adjustment for any change in rates of pay for labor (including fringe benefits) or unit prices for material which would not result in a net change of at least 3 percent of the then-current total contract price. This limitation shall not apply, however, if, after final delivery of all line items, either party requests an adjustment under paragraph (b) of this clause.
4. The aggregate of the increases in any contract unit price made under this clause shall not exceed 10 percent of the original unit price.

### **13. ASSIGNMENT**

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

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

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

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

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

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



## **16. INDEMNIFICATION**

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

## **17. INDEPENDENT CONTRACTOR**

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

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

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

## **19. PRIOR AGREEMENTS**

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

## **20. INTELLECTUAL PROPERTY**





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

## **21. WAIVERS**

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

## **22. THIRD PARTIES**

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



Parties hereto that any person or entity, other than the Parties to this Contract, receiving services or benefits under this Contract shall be deemed to be incidental beneficiaries only.

## **23. TERMINATION**

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

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

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

1. Contractor’s failure to perform the work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule as adjusted from time to time.
2. Contractor’s disregard of the laws or regulations of any public body having jurisdiction.
3. Contractor’s disregard of the authority of Project Manager.
4. Contractor’s violation in any material provision of the Contract Documents.
5. Contractor’s failure to make prompt payments to its subcontractors, and suppliers of any tier, or laborers or any person working on the work by, through, or under the Contractor or any of them, any all of their employees, officers, servants, members, and agents.
6. Contractor files a petition commencing a voluntary case under the U.S. Bankruptcy Code, or for liquidation, reorganization, or an arrangement pursuant to any other U.S. or state bankruptcy Laws, or shall be adjudicated a debtor or be declared bankrupt or insolvent under the U.S. Bankruptcy Code, or any other federal or state laws relating to bankruptcy, insolvency, winding-up, or adjustment of debts, or makes a general assignment for the benefit of creditors, or admits in writing its inability to pay its debts generally as they become due, or if a petition commencing an involuntary case under the U.S. Bankruptcy Code or an answer proposing the adjudication of Contractor as a debtor or bankrupt or proposing its liquidation or reorganization pursuant to the Bankruptcy Code or any other U.S. federal or state bankruptcy laws is filed in any court and Contractor consents to or





acquiesces in the filing of that pleading or the petition or answer is not discharged or denied within sixty (60) Calendar Days after it is filed.

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

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

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

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



of the City, failing which the City shall have the right to remove such equipment and supplies at the expense of the Contractor.

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

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

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

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

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

## **26. LABOR**

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

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

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

## **27. GRATUITIES**

- A. This Contract may be terminated if the Mayor, the Mayor's designee, and/or the Procurement Services Manager determine, in their sole discretion, that the Contractor or any officer, employee, agent, or other representative whatsoever, of the Contractor offered or gave a gift or hospitality to a City officer, employee, agent or Contractor for the purpose of influencing any decision to grant a City contract or to obtain favorable treatment under any City contract.



- B. The terms "hospitality" and "gift" include, but are not limited to, any payment, subscription, advance, forbearance, acceptance, rendering or deposit of money, services, or anything of value given or offered, including but not limited to food, lodging, transportation, recreation or entertainment, token or award.
- C. Contract termination under this provision shall constitute a breach of contract by the Contractor, and the Contractor shall be liable to the City for all costs of reletting the contract or completion of the project. Further, if the Contractor is terminated under this provision, or violates this provision but is not terminated, the Contractor shall be subject to debarment under the City's Procurement Regulations. The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **28. NON-DISCRIMINATION**

- A. In accord with section 24-34-402, C.R.S., Title VII of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 as amended, all applicable federal and state laws, the Contractor will not discriminate against any employee or applicant for employment because of disability, race, creed, color, sex, sexual orientation, gender identity, gender expression, religion, age, national origin, or ancestry.
- B. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- C. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to disability, race, creed, color, sex, sexual orientation, gender identity, gender expression, religion, age, national origin, or ancestry.

## **29. ORDER OF PRECEDENCE**

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

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

## **30. HEADINGS**

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

## **31. DISPUTES**



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

### **32. DELIVERY**

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

### **33. PAYMENTS**

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

The City will pay the Contractor, upon submission of proper invoices, the prices stipulated in the Contract for services rendered and accepted, less any deductions provided in this Contract within



30 days (Net 30). The City will not pay late fees or interest. Any discount payment terms offered on the invoice may be taken by the City.

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

Each invoice must contain at least the following information:

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

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

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

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

#### **35. SECURITY**

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

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



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

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

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

### **38. SALES TAX**

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

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

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

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

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

Our Registration Numbers are as follows:

City of Colorado Springs

Federal I.D.: 84-6000573

Federal Excise: A-138557

State Sales Tax: 98-03479

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





### **39. SEVERABILITY**

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

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

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

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

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

### **42. TRAVEL**

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

### **43. ELECTRONIC SIGNATURE**

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

### **44. APPENDICES**



The following Appendices are made a part of this Agreement:

1. Schedule A – Price Sheet
2. Schedule B – General Construction Terms and Conditions
3. Schedule C – Special Contract Terms and Conditions
4. Schedule D – Scope of Work
5. Schedule E – Project Special Provisions
6. Schedule F – Project Specifications
7. Schedule G – Measurement & Payment
8. Schedule H – Stormwater Management Plan
9. Schedule I – Geotechnical Report
10. Schedule J – Minimum Insurance Requirements
11. Schedule K – Project Plans





**CONTRACT SIGNATURE PAGE**

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

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

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

|                             |      |
|-----------------------------|------|
| <b>SECOND PARTY:</b>        |      |
| <b>SAMPLE CONTRACT ONLY</b> |      |
| Corporate Name              |      |
| Signature                   | Date |
| Title                       |      |



**EXHIBIT 3 – EVALUATION SCORESHEET**

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

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



|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                   |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| <p>D.</p> <p>E.</p> <p>F.</p> <p>G.</p> <p>H.</p> <p>I.</p> <p>Consider the following questions.</p> <p>1. Does the proposal include a complete plan to accomplish each requirement, including subcontracting (if applicable)?</p> <p>2. Does the proposal demonstrate that appropriate and qualified personnel and equipment will be provided to carry out the requirement?</p> <p>3. Is the proper level of effort directed toward each requirement? Does the level of effort look unrealistically low or unreasonably high?</p> <p><b>COMMENTS:</b></p> | <p>construction phasing.</p> <p>2. Erosion and sediment control during all phases of construction as well as post construction efforts through permit closure.</p> <p>3. Coordination with utilities. Discuss your understanding of the key utility relocations required for this project and how you will coordinate and phase your construction to both facilitate and accommodate those relocations and the constraints that they impose.</p> <p>4. Schedule Management. Discuss your approach to schedule management including updating and reporting progress of the work.</p> <p>5. Quality Control. Discuss your quality control plan, processes and approach to ensure that the City receives a quality product.</p> <p>6. Safety. Discuss the contractor's approach and commitment to safety for both construction workers and the public traveling through the construction site.</p> <p>7. Potential issues that your firm foresees with this project and how you would make adjustments if encountered. Describe factors limiting construction phasing flexibility and potential remedies.</p> |                   |
| <p>Sum of Ratings in Technical Area (Add numbers in Section 1.A. and 1.B):</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                   |
| <p>Evaluation Factor:</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <p><b>.20</b></p> |
| <p>Technical Area Evaluation Score (Multiply the sum of ratings in Technical Area by the evaluation factor):</p>                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                   |
| <p><b>2. MANAGEMENT AREA</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                   |
| <p>The Offeror must explain its method of managing the work to be performed. The content must include, but no necessarily be limited to, the following information.</p>                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                   |



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|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>A. Program Management Controls</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                        |
| <p>In the Management Area, the Offeror should provide a plan of operation, to include management of personnel, workload, schedule, and budget. It should also include an organization chart which demonstrates clear and effective lines of authority, responsibility, and communication for management, supervisory, and technical personnel. The plan should address which job classification or personnel will be assigned to each task and how that determination is made. Basic human resource management concepts should be addressed, including hiring, firing, discipline, incentive plans, etc. If the Offeror plans to subcontract more than 10% of the work, include information on how the Offeror plans to manage its subcontractors.</p> <p>The Offeror shall provide a detailed construction schedule for the project showing the key construction activities and how they will meet or better the County's timeframe and maximize construction efficiency to provide the best value to the City and minimize impacts to the public. The schedule shall be based on the Offeror's understanding and approach to the work as addressed above. Schedules submitted for this proposal shall assume a start date of January 2025.</p> <p>Consider the following questions.</p> <ol style="list-style-type: none"> <li>1. Does the proposal address the issues above in sufficient detail to demonstrate a sophisticated and mature management control system?</li> <li>2. Are program management controls consistent with the technical portion of the proposal, especially regarding schedule and level of effort?</li> <li>3. Does the plan and controls indicate that the Offeror will obtain, keep, and efficiently utilize high quality personnel?</li> <li>4. Does the offer address corrective actions?</li> <li>5. Does the proposal explain how the Offeror will remain within schedule and budget?</li> </ol> <p><b>COMMENTS:</b></p> | <p><b>5 – Exceptional</b><br/> <b>4 – Very Good</b><br/> <b>3 – Satisfactory</b><br/> <b>2 – Marginal</b><br/> <b>1 – Unacceptable</b></p> <p><b>Rating: _____</b></p> |
| <b>B. Past Performance/Relevant Experience and Key Personnel</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                        |
| <p>In the Management Area, the Offeror should provide at least three references or contracts demonstrating that it successfully provided services/products same or similar to those required in the RFP. The proposal should adequately explain how the projects were completed on schedule and within budget.</p> <p>Consider the following questions.</p> <ol style="list-style-type: none"> <li>1. Does the proposal include at least three references or past performance citations?</li> <li>2. Are the references or past performance citations relevant to the requirements of the Statement of Work of the RFP?</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <p><b>5 – Exceptional</b><br/> <b>4 – Very Good</b><br/> <b>3 – Satisfactory</b><br/> <b>2 – Marginal</b><br/> <b>1 – Unacceptable</b></p> <p><b>Rating: _____</b></p> |



|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                        |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>3. Does the Offeror explain how they were successful on the projects provided as past performance?</p> <p>4. Does the Offeror apply the past performance to the City requirement in such a way as to demonstrate added value due to experience?</p> <p>In the Management Area, resumes must be provided for all personnel considered key, as required by the RFP. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions. Resumes do not count toward the page limitation. Explain how the key personnel were related to the projects cited as relevant past performance.</p> <p>Consider the following questions.</p> <ol style="list-style-type: none"> <li>1. Does the Offeror provide complete resumes, including education, experience, background information, accomplishments, and other pertinent information?</li> <li>2. Does the Offeror provide resumes for all key personnel, as required by the RFP?</li> <li>3. Do the resumes demonstrate adequate professional, technical, and management levels to accomplish the work effectively and efficiently?</li> </ol> <p><b>COMMENTS:</b></p> |                                                                                                                                                                        |
| <p>Sum of Ratings in Management Area (Add numbers in Sections 2.A. and 2. B.)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                        |
| <p>Evaluation Factor:</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <p><b>.15</b></p>                                                                                                                                                      |
| <p>Management Area Evaluation Score (Multiply the sum of ratings in Management Area by the evaluation factor):</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                        |
| <p><b>3. PRICE/COST AREA</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                        |
| <p>In the Price Area, the Offeror should provide a detailed breakdown of the price for each year of performance. The price must be fully loaded/all-inclusive and include unit cost for material, labor, other direct costs (e.g. travel), indirect costs (i.e. overhead and general and administrative costs), and profit/fee. Offers must include sufficient detail to allow insight into the fairness and reasonableness of the price. If the contract type will be T&amp;M, labor categories, labor rates, separated profit, and estimated material costs must be included in detail.</p> <p>In addition, although price may not be the most important factor, it is still very important to the City of Colorado Springs. The Offeror's pricing must be competitive as compared to the budget amount, market pricing in the industry, and the pricing of the other Offerors.</p> <p>Consider the following questions:</p>                                                                                                                                                                                                                                                    | <p><b>5 – Exceptional</b><br/> <b>4 – Very Good</b><br/> <b>3 – Satisfactory</b><br/> <b>2 – Marginal</b><br/> <b>1 – Unacceptable</b></p> <p><b>Rating: _____</b></p> |



|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ol style="list-style-type: none"> <li>1. How does the price compare to the industry competition?</li> <li>2. If low, is it unrealistically low?</li> <li>3. If high, is there demonstrated added value for the additional cost?</li> <li>4. Can you see how the price was built? If so, do the costs look appropriate for the task?</li> <li>5. Does the Offeror leave applicable costs out of the calculations? For instance, some will say travel is not included and will be an extra cost. This should be considered when comparing to other Offerors.</li> <li>6. Are there additional costs not addressed that the City would incur if the Offeror were awarded the contract? If so, include those costs when comparing to the budget amount and the competition.</li> </ol> <p><b>COMMENTS:</b></p> |                                                                                                                                                                        |
| Total Price/Cost Area (Insert number from Section 3 evaluation above):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                        |
| Evaluation Factor:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>.60</b>                                                                                                                                                             |
| Price/Cost Area Evaluation Score (Multiply the Total Price/Cost Area by the evaluation factor):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                        |
| <b>4. PROPOSAL PRESENTATION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                        |
| <p>Presentation is an important factor. Offerors should provide a highly professional product, which is complete, accurate, easily understood, and effectively presented.</p> <p><b>COMMENTS:</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <p><b>5 – Exceptional</b><br/> <b>4 – Very Good</b><br/> <b>3 – Satisfactory</b><br/> <b>2 – Marginal</b><br/> <b>1 – Unacceptable</b></p> <p><b>Rating: _____</b></p> |
| Total Proposal Presentation Area (Insert number from Section 4 evaluation above):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                        |
| Evaluation Factor:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>.05</b>                                                                                                                                                             |
| Proposal Presentation Area Evaluation Score (Multiply the Total Proposal Presentation Area score by the evaluation factor):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                        |
| <b>LOCATION BONUS (IF APPLICABLE)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                        |
| Total Bonus Points for location:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>N/A</b>                                                                                                                                                             |
| <b>EXCEPTIONS PROPOSED</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                        |
| <p>What (if any) exceptions (redlines to our terms and conditions) were proposed? Are they acceptable?</p> <p><b>COMMENTS:</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>Pass/Fail</b>                                                                                                                                                       |



|                                                                                                                              |                     |
|------------------------------------------------------------------------------------------------------------------------------|---------------------|
| <b>TOTAL SCORE – Add Evaluation Scores from Sections 1-4 and location bonus (if applicable). The sum is the total score.</b> | <b>Total Score:</b> |
|------------------------------------------------------------------------------------------------------------------------------|---------------------|



## **EXHIBIT 4 - FEDERAL FORMS**



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

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

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

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

**(Check One)**

**I DO CERTIFY (\_\_\_\_\_)                      I DO NOT CERTIFY (\_\_\_\_\_)**

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

## RESTRICTIONS ON LOBBYING CERTIFICATION

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

1. No Federal appropriated funds have paid or will be paid, by or on behalf of the undersigned, to any person for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person or agency for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit a Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. The undersigned duly authorized official shall require and ensure that the language of this certification be included in any award documents for subcontracts, grants, loans, and cooperative agreements, and that all subcontractors shall so certify and disclose accordingly.

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

Proposer: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

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

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

Proposer: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## EQUAL EMPLOYMENT STATUS REPORT

Contractor's Name \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

This firm is:

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

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

Signature \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

**BUILD AMERICA, BUY AMERICA (BABAA) (if applicable)**

The undersigned certifies, to the best of their knowledge and belief, that:

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for “infrastructure” projects is provided “unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.” Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned certifies that for the \_\_\_\_\_ (Project Name and Location) \_\_\_\_\_ the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products purchased with federal financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

“The, \_\_\_\_\_ [Contractor or Subcontractor] \_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the [Contractor or Subcontractor] understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.”

\_\_\_\_\_  
Signature of [Contractor’s or Subcontractor’s] Authorized Official

\_\_\_\_\_  
Name and Title of [Contractor’s or Subcontractor’s] Authorized Official

\_\_\_\_\_  
Date



## **SECTION VI – SCHEDULES**

|            |                                           |
|------------|-------------------------------------------|
| Schedule A | Price Sheet                               |
| Schedule B | General Construction Terms and Conditions |
| Schedule C | Scope of Work                             |
| Schedule D | Project Plans (Drainage)                  |
| Schedule E | Project Special Provisions                |
| Schedule F | Project Specifications                    |
| Schedule G | Measurement and Payment                   |
| Schedule H | Stormwater Management Plan                |
| Schedule I | Geotechnical Report                       |
| Schedule J | Waterline Plans                           |



## **SCHEDULE A – PRICE SHEET**

**Please complete and submit Excel version of Schedule A directly in Bidnet**



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

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

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

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





## **SCHEDULE C – SCOPE OF WORK**

The project consists of installation of a new water main, reconnections of all water services through the area, new storm sewer running down the middle of Stone Ave, new storm inlets, and site restoration of concrete and asphalt.

The site location is on Stone Ave between Winters Dr and Fillmore St.

Construction is to begin as soon as possible but is expected to begin early 2025 and the Contractor will have 360 calendar days to complete all construction activities.

### **For all waterline work an approved CSU (Colorado Springs Utilities) contractor MUST be used. (See Below)**

Beginning immediately, Colorado Springs Utilities (CSU) will only allow contractors that are approved by CSU to perform the installation of our Water and Wastewater infrastructure associated with projects delivered in partnership with other governmental agencies (e.g., City of Colorado Springs, Pikes Peak Regional Transportation Authority). This is to ensure CSU receives a timely, cost effective, and quality product for our customers. Contractors that are bidding on projects with the City of Colorado Springs or PPRTA will have the opportunity to apply to self-perform the installation of Water or Wastewater infrastructure or they can select an Approved Contractor to subcontract the Water and Wastewater infrastructure work from Colorado Springs Utilities' Approved Contractor list.

Contractors that desire to get approved to self-perform the installation of Water and Wastewater infrastructure will be required to follow the following procedure:

- Provide a resume of current and past similar projects in the last 5 years, to include:
  - Detailed description of the Work performed.
  - Total contract cost including any change orders and the amounts, along with a description of the reason for the change orders;
  - Original schedule for substantial completion and actual completion date, including an explanation of any delays;
  - Project References (Name, Title, Contact Information)
  - Describe the success and failures experienced, and include any lessons learned.
- Provide a resume of all top-level project personnel, to include Project Manager, Project Superintendent, Crew Forman etc...
  - This shall include the experience, in years, of each person that will be involved in the project.

Once received, the information will be reviewed by a select committee. The review committee will have fourteen (14) calendar days to review and respond to the contractor with an Approved or Not Approved status of the request to self-perform future work.

If a contractor is given an **Approved** status, they will be approved for 3 years to self-perform the Water and Wastewater infrastructure work they are awarded. CSU reserves the right to revoke the approval at any time including but not limited to poor workmanship, system damage, and safety issues. The approved contractor will be required to provide a detailed project schedule, to include all shutdowns and flushes required for each project. This will be used by CSU to schedule the shutdowns and fill and flushes for the duration of the project. If a date must be changed for any reason CSU will need a minimum of two (2) weeks' notice to do so.



If a contractor is given a **Not Approved** status, they will then select a contractor from the Approved Contractor list to use as a subcontractor on the proposed and future project to install the required Water and Wastewater infrastructure. Once the subcontractor is selected, the contractor will be required to provide a detailed project schedule, to include all shutdowns and flushes required for the project. This will be used by CSU to schedule the shutdowns and fill and flushes for the duration of the project. If a date must be changed for any reason CSU will need a minimum of two (2) weeks' notice to do so.

If the contractor is given a **Not Approved** status and desires to reapply for an **Approved** status, the contractor may reapply to self-perform future work prior to issuance of future project work that is not already under contract.

Application to self-perform CSU work shall be submitted to A.J. Wertz [awertz@csu.org](mailto:awertz@csu.org) and Rockie Wiley [rwiley@csu.org](mailto:rwiley@csu.org)

Approved Contractors:

|                                               |                                                                        |
|-----------------------------------------------|------------------------------------------------------------------------|
| ASI Construction LLC                          | Dean Dibert (304)291-0175<br>ddibert@asidams.com                       |
| Garney Construction                           | John Miller (970)443-8969<br>jmiller@garney.com                        |
| Glacier Construction Co., Inc.                | Taylor Pearson (303)221-5383<br>tpearson@gcci.com                      |
| <i>Pate Construction Co., Inc</i>             | Bret Sutton (719)647-0463<br>bret@pateconstruction.net                 |
| <i>Holcim (creek work and coffer dams)</i>    | Daniel E. Tezak (719)269-1148                                          |
| <i>Beers Construction LLC</i>                 | Mark Heim (719)495-3372<br>mark@beersconstruction.com                  |
| <i>Miller Pipeline LLC</i>                    | Jimmy Walker (719)568-2638<br>jimmy.walker@millerpipeline.com          |
| <i>J.R. Filanc Construction Company, Inc.</i> | Dennis Van Auken<br>dvanauken@filanc.com                               |
| <i>MWH Constructors</i>                       | Michael Haarmann (720)441-8068<br>Michael.haarmann@mwhconstructors.com |
| Naranjo Concrete (creek work and coffer dams) | Coming soon                                                            |
| Kraemer North America                         | Mike Blasi (303)-688-7500<br>MBlasi@kraemerna.com                      |



**SCHEDULE D – PROJECT PLANS (DRAINAGE)**

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# **SCHEDULE E**

## **North Nevada Corridor East Storm Sewer Improvements**

### **PROJECT SPECIFIC SPECIAL PROVISIONS September 2024**

# PROJECT SPECIFIC SPECIAL PROVISIONS

The **Project Specific Special Provisions** amend or supplement the **General Provisions** of the Construction Contract and other provisions of the Contract Documents as indicated below. All Provisions, which are not so amended or supplemented, remain in full force and effect.

## 1.0 STANDARD SPECIFICATIONS

### 1.01 STANDARD SPECIFICATIONS

The **Standard Specifications** for this project shall be the *City of Colorado Springs City Engineering Division General Provisions and Standard Specifications*, (revised March 2005), except as modified hereinafter, which are incorporated in the contract documents by reference as though embodied herein in their entirety.

All contractors on this project are required to have on the job site and utilize the current updated copy of the *City of Colorado Springs City Engineering Division General Provisions and Standard Specifications*.

Copies are available online through the City of Colorado Springs internet site or for purchase at the cost of \$20.00 from the City of Colorado Springs, Office Services Unit, 30 South Nevada Avenue, Suite L01, Colorado Springs, during regular business hours.

### 1.02 UTILITY SPECIFICATIONS

Listed below are utility department specifications that should be utilized (current issue or revision) in the construction and/or protection of the respective utility lines.

Hard copies of these specifications are available at Colorado Springs Utilities Development Services, 111 S. Cascade Avenue, Suite 105, Colorado Springs, Colorado 80903. The specifications can also be accessed online at <https://www.csu.org/Pages/ConstructionStandards.aspx>.

#### UTILITY SPECIFICATIONS

- Colorado Springs Utilities Electric Line Extension and Service Standards
- Colorado Springs Utilities Natural Gas Line Extension and Service Standards
- Colorado Springs Utilities Water Line Extension and Service Standards
- Colorado Springs Utilities Wastewater Line Extension and Service Standards

## 2.0 PROJECT SPECIFIC SPECIAL CONDITIONS

### 2.01 GENERAL

Work to be completed under this contract consists of furnishing all labor, materials, equipment, accessories, and performing all operations to complete the project work in accordance with the Drawings and Specifications.

All work shall be completed in accordance with the *City of Colorado Springs City Engineering Division General Provisions and Standard Specifications*, (revised March 2005,) referred to hereinafter as **Standard Specifications**, except as modified in these **Special Provisions** and the **Project Special Specifications** contained in Schedule F of this document.

The **Contractor** shall visit the jobsite to carefully examine the proposed work. The **Contractor** shall also thoroughly review the Drawings and Specifications. The **Contractor** shall satisfy themselves as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of these Specifications.

## 2.02 PROJECT DESCRIPTION

### General

The project consists of new storm sewer, inlets with lateral storm pipes, and water relocation work along Stone Avenue (Fillmore Street to Winters Avenue), Winters Drive (Roberts Road to Stone Avenue), and Nichols Blvd (Roberts Drive to Stone Avenue). Pavement, curb and gutter, sidewalk, and drive cut repairs as required for the storm sewer and water line construction are included.

## 2.03 CONTROL OF WORK

In case of any discrepancies in any of the Drawings, Standard Specifications, Special Provisions, and Technical Specifications, the order of precedence is as follows:

- a) Project Specific Special Provisions
- b) Project Special Technical Specifications
- c) Drawings (**Plans**)
  - i. General Drawings
  - ii. Field Markings and Construction Oversight (Figure dimensions will govern over scaled dimensions on all **Plans**)
- d) General Provisions
- e) City of Colorado Springs Engineering Division Standard Specifications
- f) Colorado Springs Utilities Specifications
- g) Digital drawing files if provided to the **Contractor**.

## 2.04 OWNER

The City of Colorado Springs (hereinafter referred to as **Owner**) shall administer this project including the finalization of any change orders, pay estimates and payments of such, acceptance of work, and other matters as stipulated in these Contract Documents.

## 2.05 ENGINEER

**Engineer** refers to the City Engineer of Colorado Springs or designated representative.

## 2.06 DRAWINGS

The drawings for this project are separate from the Contract Documents book and are entitled "**North Nevada Corridor East Storm Sewer Improvements**" (hereinafter referred to as the **Construction Plans** or the **Plans**).

## 2.07 CONSTRUCTION LIMITS

The **Contractor** shall limit construction activities to the limits as shown in the **Construction Plans** and details and as described in these Special Provisions. Even within the designated limits of disturbance there are existing trees, shrubs and grasses that are desirable to maintain. To the full extent practical, the **Contractor** shall perform the work in a manner that minimizes damage to the existing vegetation.

## 2.08 INSPECTION

At all times, representatives of the **Owner or Owner's Representative** and representatives of other agencies affected by the construction work, and the **Owner or Owner's Representative** shall have the right to enter and inspect any and all parts of the work for compliance with the **Plans** and Specifications.

The **Owner or Owner's Representative** shall decide any and all questions that may arise as to the quality and acceptability of the materials furnished, the work performed, the manner of performance, and the progress of the work. He shall decide all questions that may arise as to the acceptable fulfillment of the contract. The decision of the **Owner or Owner's Representative** shall be final.

The **Contractor** shall give inspection personnel a minimum of forty-eight (48) hours notice prior to needing inspection.

## 2.09 MATERIAL TESTING

The **Contractor** shall provide all materials testing for Quality Control for the project, which shall be considered incidental to the work. Testing shall be as specified in the City General Provisions Section 108.22 and the Project Special Technical Specifications. The City will provide Quality Assurance testing and reserves the right to reject any work completed by the **Contractor** based on failing tests from either the Quality Assurance or Quality Control provider. All materials tests results shall be provided to the City on a weekly basis, with immediate notification of any failing tests. A final report documenting all tests completed, locations, and results shall be provided to the City upon project completion.

Testing shall be conducted at the following frequencies, which shall supersede any conflicts in the remainder of these specifications:

- Field Compaction Testing for "subgrade preparation, foundation subgrade, and structure backfill" zones-1 test per 500 cubic yards of material
- Field Compaction Testing for remaining fill/subgrade prep-1 test per 1,000 cubic yards of material
- Laboratory Moisture/Density Curve (Proctor): 1 per material type/change in material, and minimum 1 per 10,000 cubic yards of material
- Material Classification Testing (gradation, Atterberg limits): 1 per material type/change in material, and minimum 1 per 10,000 cubic yards of material. Test borrow/stockpiled material prior to placement. Minimum 1 test per 10,000 cu yds material and visual changes/variations in material type.
- Concrete Testing: shall be as specified in section 506 of the City General Specifications and section 600 of the Special Technical Specifications. Requirements in the Special Technical Specifications shall supersede those in the City General Specifications.

## 2.10 EXISTING UTILITIES

No underground utility locating or utility potholing was performed in the design of this project. The **Contractor** shall field verify the existence and location of all existing utilities which might affect the work and shall notify the **Owner or Owner's Representative** of any utilities not shown on the **Construction Plans**. The utilities shown on the **Construction Plans** are noted for informational purposes only and are believed to be correct. However, additional utilities may be present in the area. The **Contractor** must take sole responsibility for damage to any utility line encountered whether or not shown on the **Plans** and whether or not actually located in the field as shown on the **Plans**. The **Contractor** shall notify the utility companies for field locations prior to the start of construction. This section is supplemental to the **City General Provisions, Section 108.09**.

If the exact location and depth of existing underground utilities are unknown, the **Contractor** shall perform all necessary exploratory excavation at his expense to locate these facilities which may affect the work prior to beginning construction. The **Contractor** shall notify the **Engineer** immediately of any utility discrepancies or conflicts.

The **Contractor** shall inform the **Owner or Owner's Representative** of existing utilities that may need to be relocated. The **Contractor** shall be responsible for contacting, coordinating, and requesting relocations from affected utility owners, and scheduling any relocation in his Work Sequence Plan to meet the Contract Time of Performance.

If the **Contractor** requests that utility companies relocate their utilities for his convenience in construction of any portion of the work, the cost of such shall be at the **Contractor's** expense.

Contract time will not be extended to account for repair of utilities that are damaged by the **Contractor** due to his negligence.

The **Contractor** will be required to contact all utility owners 72 hours prior to beginning excavation and/or grading.

Full compensation for compliance and cooperation, as required by this section, shall be considered to be included in the prices bid for items included on the contract bid schedule and no additional compensation will be provided.

## **2.11 FEES AND PERMITS**

Except as noted below, the **Contractor**, prior to commencing any work, shall secure at his own expense (including fees) all permits required for the performance of the work. Full compensation for compliance and cooperation, as required by this section for all permits except erosion and sediment control, shall be included in the prices bid for mobilization included on the contract bid schedule and no additional compensation will be provided. Erosion and sediment control permitting shall be included in the price bid for Erosion and Sediment Control included on the contract bid schedule and no additional compensation will be provided.

The **Contractor** shall obtain at a minimum a

1. **Traffic Control/Access Permit (City and CDOT),**
2. **Air Quality Permit (El Paso County)**
3. **A Grading and Erosion Control Permit (City),**
4. **A Construction Stormwater Management Plan (City)**
5. **An Excavation Permit (City),**
6. **A Construction Dewatering Permit (Colorado Department of Public Health and Environment), and**
7. **A Construction Stormwater Discharge Permit (CDPHE).**

The **Contractor** shall comply with all requirements of the permits.

The **Contractor** shall submit required permits to the **Owner** for approval at or prior to the preconstruction meeting. The **Contractor** shall also submit a traffic control plan at the preconstruction meeting for approval by the **Owner**. The **Contractor** shall obtain any additional permits required for the construction of the project. The **Contractor** shall comply with all conditions of all the required permits.

## **2.12 WASTE MATERIALS**

The **Contractor** shall clean up any debris created by his construction activities and shall dispose of the same in suitable trash containers on a daily basis. All debris shall be disposed of off-site at a disposal site approved by the **Owner**. Should the **Contractor** fail to maintain the construction area in a suitable manner after receiving writing notice from the **City**, the **Owner** will have the right to contract with a third party and withhold any amounts incurred from the **Contractor's** payment.

## **2.13 OPERATIONS WITH OTHERS**

The **Owner** reserves the right to have other work performed by other contractors and to permit the public utility companies and others to do work adjacent to or within the site. The **Contractor** shall conduct his operations and shall cooperate with the other parties to minimize interference with this other work.



## 2.14 CONSTRUCTION STAGING AND ACCESS

Staging areas shall be limited to those shown in the **Plans**. The **Contractor** shall restore the staging areas as shown on the **Plans** for uplands areas at the completion of construction.

Access to the project areas shall be as shown in the **Plans**. The **Contractor** shall be responsible for: establishing and maintaining the access routes during construction; limiting disturbances from vehicles and equipment to the width and length of the access route that is described in these Special Provisions and shown on the **Plans**; and restoring the temporary access routes to match the pre-project condition at the completion of construction. The **Contractor** shall perform temporary removal and in-kind replacement of portions of fences as required. Some utility facilities are present within the construction access route. The **Contractor** shall take measures to protect all facilities in place in accordance with direction from the utility owner. Contractor shall coordinate with utility owner prior to mobilization to review the construction access route.

All areas affected by construction shall be cleaned and restored to native site conditions or better at the completion of the project work. All work and costs associated with the use and restoration of staging and access areas shall be included in the bid price for Mobilization and no additional compensation will be provided. Seeding required to restore the staging area shall be incidental to Mobilization.

## 2.15 SANITARY FACILITIES

The **Contractor** shall provide suitable temporary sanitary restroom facilities for use by the construction personnel. Wastes collected in the temporary facilities shall be removed and disposed of in a timely and satisfactory manner, as required to maintain the facilities in a sanitary usable condition. The **Contractor** shall maintain the facilities so that any offensive odor is controlled.

Full compensation for compliance and cooperation, as required by this section, shall be included in the prices bid for items included on the contract bid schedule and no additional compensation will be provided.

## 2.16 CONTRACTOR'S AND OWNERS REPRESENTATIVES

The **Contractor** shall have on the job at all times as his agent, a competent superintendent capable of reading and thoroughly understanding the **Plans** and **Specifications** and being thoroughly experienced in the type of work being performed. The **Owner** will have a representative on the job site periodically to observe work for conformance with the **Plans** and **Specifications** and clarify questions the **Contractor** has relative to the job. The **Contractor** shall provide accurate records of any field changes made during construction.

## 2.17 DUST, EROSION, AND NOISE CONTROL

The **Contractor** shall be responsible to install sufficient temporary erosion control facilities to minimize erosion in areas impacted by access, staging, and construction activities. The **Contractor** shall repair, at no additional cost to the project, any erosion and washouts that may occur due to the lack of proper erosion control facilities.

The **Contractor** shall use measures to prevent and control dust and mud within the area affected by the project in accordance with applicable permits. No additional compensation will be paid to the **Contractor** for general dust control. **Vehicle-tracking control mats will be required at the access points to the public and private paved roadways. Removal of vehicle-tracking mats will be accomplished prior to re-vegetation.**

The **Contractor** shall clean off any soil, dirt, or debris tracked onto any adjacent streets. When notified by the **Owner** that the adjacent streets require cleaning, the **Contractor** shall clean the streets within **2 hours** of such notification, or the **Owner** shall arrange to have the streets cleaned and shall deduct the cost of such cleaning from the **Contractor's** payments.

All work and materials associated with installation and maintenance of temporary erosion control facilities until permanent stabilization is achieved will be paid for in the lump sum price bid for temporary erosion and sediment control.

Construction noise shall be limited as required by the City Code and Charter, Chapter 9 – Public Offenses, Article 8.

## **2.18 TRAFFIC CONTROL AND PEDESTRIAN BARRICADES**

The **Contractor** shall furnish all necessary flag persons; erect and maintain warning lights, advance warning signs, detour signs, barricades, temporary fence, and sufficient safeguards around all excavations, embankments, obstructions; and any other work for this project for the protection of all work being performed and for the safety of the public and pedestrian traffic, as well as bicycles and motor vehicles.

The **Contractor** shall provide adequate temporary construction fencing around active work zones and access routes when hazards to pedestrian traffic exist. The **Contractor** shall provide proper warning signs on existing trails, driveways, and roadways that cross or are a part of temporary access routes, staging areas or work zones.

All signs and barricades shall conform to the **Manual of Uniform Traffic Control Devices** and meet the requirements of **General Provision 105.07 and Section 800 of the Standard Specifications**.

The **Contractor** shall submit three (3) copies of a **Traffic Control Plan** and accepted permit, acceptable to the **Owner**, for review **at or before the Preconstruction Conference**. This plan must provide traffic control at all access points, and when loading and unloading equipment and material in public street right-of-ways.

## **2.19 WATER CONTROL**

Until the **Owner** issues final written acceptance of the project, the **Contractor** shall take every precaution against damage to any part of the project including the adjacent land, vegetation, utilities, paving and structures from any cause, including all surface and subsurface water, whether arising from the execution of work or any other cause. The **Contractor** shall rebuild, repair, restore, replant and make good all damages to any portion of the work due to causes beyond the control of and without the fault of negligence of the **Contractor**, including but not restricted to high water, floods, or acts of God, of the public enemy, or of governmental authorities.

The **Contractor** shall be responsible for the project and shall take such precautions as may be necessary to construct the project in a dry condition and provide for drainage, dewatering, and control of all surface and subsurface water. The term water shall be interpreted as including water in all its forms including, but not limited to, liquid water, snow, and ice. The **Contractor** shall erect any necessary temporary structures or other facilities at his expense to control surface water and groundwater. **The Contractor is advised that he is working in a major drainage course subject to continuous low flow and intermittent flow of significant magnitude. As such, proper management and control of water through the project area will be required to avoid localized flooding, damage to the work and adjacent facilities and properties and/or extensive soil erosion.** At or prior to the Preconstruction Conference and prior to beginning any work, the **Contractor** shall submit three (3) copies of a plan for **Water Control and Dewatering** to the **Owner** for review. The **Owner**, at his option, may require the **Contractor** to update the **Water Control Plan** as conditions warrant. The **Contractor** shall acquire a **Construction Dewatering Permit and Stormwater Discharge permit from the Colorado Department of Public Health and Environment**.

The **Contractor** shall carefully evaluate and plan the work and develop a water control plan that is compatible with the work plan and minimizes risks to adjacent properties, facilities and completed and in-progress work.

The **Contractor**, at their expense, shall furnish all necessary equipment and materials required to control the surface and subsurface water in all the areas from start of work through the completion of the total project work.

## **2.20 PROGRESS**

If the completion of any part of the work or the delivery of materials is behind the approved schedule, the **Contractor** must submit an updated schedule acceptable to the **Owner** for bringing the work up to meet the anticipated completion date. The **Owner** shall have the right to withhold progress payments for the work if the **Contractor** fails to update and submit the progress/manpower schedule and reports as specified.

## **2.21 PRE-CONSTRUCTION CONFERENCE RESPONSIBILITIES**

The **Contractor** will attend a **pre-construction meeting** before beginning construction. The purpose of the meeting will be to discuss project issues, scheduling, phasing, environmental concerns, water control, private property issues, pedestrian issues, storm water clean water act, safety, etc., the **Contractor's** designated Superintendent or Supervisor assigned to the project shall attend this meeting. The **Contractor shall**, at a minimum, provide the following materials at or prior to the **Pre-Construction Conference**:

1. Traffic Control and Pedestrian Safety Plan
2. Water Control and Dewatering Plan
3. Construction Dewatering Permit
4. Construction Stormwater Discharge Permit
5. Stormwater Management Plan (if revisions are requested from plan)
6. Construction Schedule and Labor Hours Report
7. Detailed Construction Method and Phasing Plan for Construction (Refer to 2.31)

The **Plans** are to be reviewed by the **Owner** prior to construction. All issues are to be resolved prior to beginning construction.

## **2.22 SHOP DRAWINGS**

**Contractor** shall submit all required **Shop Drawings and Product Submittals (digital in PDF format or 3 hard copies)** to the **Owner or Owner's Representative** for review. These include, at a minimum, the following:

1. Water line materials
2. Storm sewer materials
3. Structural shop drawings of manholes and special structures
4. Pavement mix design

**Owner** shall respond to any **Shop Drawings** within 2 weeks of receipt.

## **2.23 COORDINATION WITH PRIVATE PROPERTY OWNERS**

The **Contractor** is not to enter **private property**, outside of the construction easements as shown on the **Plans** unless written access permission from the owner of the property is obtained by the **Contractor** and approved by the **Owner**. All damages to private property shall be immediately repaired to as good or better conditions at no additional cost to the project. The **Contractor** will notify the **Owner** immediately if damages occur to private property.

## 2.24 MOBILIZATION

The Bid Schedule has an item for mobilization, which may include such items as administration, bonding, and insurance. ***Mobilization shall be paid as shown in Section 627 of the Project Special Technical Specifications.***

## 2.25 DISPOSAL SITE

The **Contractor** is responsible for the removal of all debris, unsuitable material, asphalt, concrete, bushes, portions of trees not used in the work, stumps, remains from clearing and grubbing, and all other materials not used for the construction of the improvements. Disposal of these materials shall not be measured separately but included in the unit price bid for each applicable item on the bid schedule. The **Contractor** shall designate in writing a disposal site acceptable to the **Owner**. Further, the **Contractor** shall consider the following for hauling suitable or disposing of unsuitable materials:

- Access to the project beyond the immediate confines of the work area shall be over suitable roadways without violation of any City, County, State, or Federal restrictions for vehicle and truck weights or any other limitation on movement of heavy equipment hauling materials to and from the site.
- ***Violation costs, including fines and repairs to either public or private roadways or appurtenance structures, above or below ground level, shall be at the Contractor's expense.***

Unless otherwise presented in the Bid Schedule, the **Contractor's** cost for loading, hauling, daily cleaning of streets and trails, the disposal of material that must be removed from the site, together with the construction, maintaining and altering of haul roads, dump fees and permits, shall not be paid for separately.

## 2.26 EXCAVATION AND REPLACEMENT OF UNSUITABLE MATERIAL

Excavation and Replacement of Unsuitable Material is defined in the Technical Specifications. The **Contractor** shall not complete any excavation and replacement of unsuitable material without prior written approval from the **Owner**. Excavation and replacement of unsuitable material shall not be used in lieu of proper dewatering.

## 2.27 WORK HOURS

Normal work hours are 7:30 AM to 5:30 PM Monday through Friday. Work outside normal hours may be allowed but must be approved in advance in writing by the **Owner**.

## 2.28 ARCHAEOLOGICAL AND HISTORICAL DISCOVERIES

The **Contractor** is required to inform the **Owner** of any evidence which might suggest to a lay person that archaeological or historic materials may be present in the work area. Upon making such a discovery, the **Contractor** shall do whatever is necessary to avoid disturbing the work area. This could require that the **Contractor's** activities be redirected or stopped until the **Owner** or **Engineer** determines how to proceed.

## 2.29 CONSTRUCTION DOCUMENTATION

### ***Photographs and Videos***

1. Construction photographs will be required on the project illustrating pre-construction, construction, and post-construction conditions.
2. Photographs shall be 3" X 5" size or larger, matte finish, in color and mounted in 3-ring binders.
3. Each photograph shall be marked with date description and identification number.
4. Each photograph must indicate a station reference to work as shown on the **Plans**.
5. The preconstruction photographs shall be delivered to and approved by the **Owner** or **Owner's Representative**, prior to the beginning of construction.

6. Include progress photographs with each pay request. The photos will be a requirement for payment.
7. Digital pictures on a disk may be substituted for the above. However, the pictures must be named as described above.

### ***Red-line Drawings***

The **Contractor** shall maintain a **red-line set of drawings indicating field changes** to the design, existing facilities not shown, pertinent construction data, etc. The **Contractor** shall submit a current set of red-line plans to the **Owner** with each pay estimate. The **Contractor** shall submit a complete set of red-line plans, including as-built survey to the **Owner** at the completion of the project. Red-line plans shall be completed and submitted in both CAD (in a version specified by the **Owner**) and PDF.

***Construction photographs and videos will not be paid for separately but will be considered incidental to the Bid Item for Mobilization. As-built survey and red-line drawings will be included in the Bid Item for Survey and Red-Line Drawings.***

### **2.30 SPILL KIT**

The **Contractor** shall supply and maintain a spill kit on-site. The spill kit shall contain any and all necessary devices to be used in the event of a spill on-site during construction activities. The **Contractor** shall coordinate with the **Owner's** stormwater inspector regarding the site-specific contents of the spill kit. The spill kit shall remain on-site and be available at all times for the **Contractor's** crew. A meeting shall be set up by the **Contractor's** Stormwater Supervisor prior to any construction activities to clarify the uses and implementation of the spill kit.

***The spill kit will not be paid for separately but will be considered incidental to the Bid Item for Erosion and Sediment Control.***

### **2.31 CONSTRUCTION METHOD AND PHASING PLAN**

The **Contractor** shall submit a construction method and phasing plan detailing the methods and sequence to be utilized in construction of the proposed facilities. The plan is to include the following items:

1. Mobilization
2. Erosion Control BMPs;
3. Pedestrian, bicycle, and motorized vehicle Traffic Control as it relates to work phasing;
4. Clearing and grubbing and demolition;
5. Utility coordination and relocation;
6. Water line construction;
7. Storm sewer construction;
8. Paving, sidewalks, curb and gutter, and drive cuts;
9. Phasing.

The **Owner** is to review the construction method and phasing plan and have all questions and issues addressed before construction can proceed. All costs associated with preparation and potential revisions to the method and phasing plan will be considered incidental to the price bid for associated items and no separate payment will be provided.

### **2.32 REQUESTS FOR INFORMATION (RFI)**

"Requests for Information" (RFI) sheets shall be completed by the **Contractor** if additional information of clarification is required. The **RFI** shall be submitted to the **Owner** for processing. **Owner** shall respond to any **RFIs** within 5 business days of receipt. Any changes to the **Plans**, specifications, and construction requirements are to be made in writing. No changes will be permitted based on verbal agreements.

### **2.33 CONSTRUCTION COORDINATION MEETINGS**

The **Contractor will conduct weekly construction progress meetings** with the attendance of all pertinent project related personnel. The **Contractor** shall coordinate with the **Owner** as to the location where the meetings are to be held. The **Contractor** shall create the meeting agenda and distribute meeting minutes within 24 hours of meetings.

### **2.34 CONSTRUCTION STAKING**

The **Contractor** shall be responsible for providing grade and horizontal control for the project elements. At the **Owner** or **Engineer's** request, the **Contractor** shall survey grades and elevations to verify design during construction. The **Contractor** shall place stakes with flags at all property corners as specified on the **Plans** to delineate the work limits. The **Contractor** shall protect all existing control points, property corners and monuments. The **Contractor** shall be responsible for replacing any damaged or destroyed monument, property corner or control point. Any cost associated with providing surveying, grade control, or as built documentation is to be included in the Survey bid item.

### **2.35 CLEAN UP AND REMOVAL OF SEDIMENT DEPOSITS**

The **Contractor** shall implement stabilization measures within the project area to control erosion to the extent practical. If sediment or other material from the site migrates downstream of the project area during construction, it shall be removed and disposed of by the **Contractor** without any additional compensation. The **Contractor** is advised to document the existing conditions and to provide a copy of the documentation to the **Owner** prior to beginning construction.

### **2.36 MEASUREMENT AND PAYMENT**

The provisions for measurement and payment contained in this section replace and/or take precedence over the measurement and payment provisions contained in the **Standard Specifications**.

Payment for work performed by the **Contractor** under these Contract Documents will be made at the approved unit price or lump sum price for each of the items as listed in the bid proposal and measured as hereinafter specified. Such payment shall compensate the **Contractor** for all costs in connection with furnishing all labor, equipment and material required and performing the operations necessary to complete the item in accordance with the contract documents. No partial payment shall be made for ordered, delivered, or stockpiled items.

Any items of work which are called out in the **Plans** and/or the specifications or are typical for the type of construction being accomplished and do not have a specific line item in the bid proposal but which are necessary to complete the work in accordance with the requirements of good and standard practice, such as sub-grade preparation and grading are to be considered as incidental to the construction of the project and the **Contractor's** cost for such work shall be included in the bid price for the related item of work.

The **Contractor** shall accomplish all incidental work essential to the completion of the project, including cleanup and disposal of waste or surplus material without additional cost to the **Owner**. The cleanup and disposal of waste or surplus material shall be performed during construction or as soon after as is reasonably possible to better maintain the safety and aesthetics of the construction area.

The estimated quantities shown in the bid form are estimates only, being given only as the basis for tabulation and evaluation of the bid, and the City does not warrant, expressly or by implication, that the actual amount of work will correspond therewith. The right to increase or decrease the amount of any class or portion of the work or to make changes in the work required as may be deemed necessary is reserved by the City as provided elsewhere in these specifications. Unless

otherwise noted in the following bid items descriptions, the basis of payment will be the plan/bid form quantity. The **Contractor** should perform an independent estimate of quantities and bring discrepancies in excess of 10% of the bid quantity to the attention of the **Engineer** before completion of their bid. It should be noted that certain bid items may be included in the Bid Form to establish a unit price should the use of those items become necessary during construction. Allowance will not be made for loss of anticipated profits or additional compensation should the use of these items be deemed unnecessary. Project survey of existing site conditions was completed in 2022 by Clark Surveying with project control as stated on the **Plans**. If the **Contractor** does not believe that the survey adequately represents the current site conditions, **Contractor** may at his expense and prior to submitting a Bid, procure an existing conditions survey to document any changed site conditions and necessary changes to earthwork or other quantities.

# **SCHEDULE F**

## **North Nevada Corridor East Storm Sewer Improvements**

### **PROJECT SPECIAL SPECIFICATIONS September 2024**

*Prepared for:*

**City of Colorado Springs  
Stormwater Enterprise**

30 S Nevada Ave, Suite 403  
Colorado Springs, CO 80903

*Prepared by:*

**Merrick & Company**

2480 West 26th Avenue, Suite B225  
Denver, CO 80211  
Merrick Project Number 121302



# **Sections**

- Supplementation to Specifications
- Measurement and Payment
- Appendix A – Geotechnical Evaluation Report, N. Nevada Corridor  
Stormwater Improvements Winters Drive, Nichols Boulevard  
and Stone Avenue, Colorado Springs, Colorado by Vivid  
Engineering Group, July 27, 2023

# **Supplementation to Specifications**

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# STANDARD CONSTRUCTION SPECIFICATIONS

The Standard Construction Specifications for North Nevada Corridor East Storm Sewer Improvements shall be the following:

- City of Colorado Springs General Provisions and Standard Specifications: City of Colorado Springs, City Engineering Division, *General Provisions Standard Specifications (Revised March 2005)*
- Colorado Springs Utilities Water Line Extension and Service Standards: Colorado Springs Utilities *Water Line extension and service standards (2023 Edition)*
- Colorado Springs Utilities Wastewater Line Extension and Service Standards: Colorado Springs Utilities *Wastewater Line extension and service standards (2023 Edition)*

## Detailed Construction Specifications

The Construction Specifications for this Project shall consist of the applicable sections and subsections of the above-referenced Standard Construction Specifications.

It is the intent of the City to use applicable details from the City of Colorado Springs City Engineering Standard Details, City of Colorado Springs Stormwater Enterprise Construction Control Measures, City of Colorado Springs Traffic Control Manual, City of Colorado Springs Traffic Signage and Marking, Colorado Springs Utilities Water Line Extension and Service Standards Detail Drawings, and Colorado Springs Utilities Wastewater Line Extension and Service Standards Detail Drawings, most recent editions.

The following documents are included by reference:

- City of Colorado Springs General Provisions and Standard Specifications  
<https://coloradosprings.gov/public-works/page/standard-specifications-manual>
- City of Colorado Springs City Engineering Standard Details  
<https://coloradosprings.gov/public-works/page/standard-details>
- City of Colorado Springs Stormwater Enterprise Construction Control Measures  
<https://coloradosprings.gov/public-works/page/standard-details>
- City of Colorado Springs Traffic Control Manual  
[https://coloradosprings.gov/system/files/2023-03/trafficmanual2023UPDATED\\_0.pdf](https://coloradosprings.gov/system/files/2023-03/trafficmanual2023UPDATED_0.pdf)
- City of Colorado Springs Traffic Signage and Marking  
<https://coloradosprings.gov/document/signsandmarkingsmanualdrawingsupdated.pdf>
- Colorado Springs Utilities Water Line Extension and Service Standards and Detail Drawings  
<https://www.csu.org/Pages/ConstructionStandards.aspx>
- Colorado Springs Utilities Wastewater Line Extension and Service and Standards Detail Drawings  
<https://www.csu.org/Pages/ConstructionStandards.aspx>

# REVISION OF SECTION 108.09 PROTECTION OF UTILITIES

Section 108.09 of the City of Colorado Springs Engineering Division Standard Specifications is hereby supplemented for this project as follows:

Section 108.09 shall include the following:

## UTILITIES

The known utilities and contacts within the limits of this project are:

| Utility Company<br>Address                                                 | Contact Name<br>Email                                                                  | Telephone                    |
|----------------------------------------------------------------------------|----------------------------------------------------------------------------------------|------------------------------|
| Comcast<br>8000 E Iliff Ave<br>Denver, CO 80231                            | Jason Jacobsen<br>jason_jacobsen@cable.comcast.com                                     | 720-557-4395                 |
| Colorado Springs Utilities<br>(Gas and Electric)                           | Mary Hoaglund<br>mhoaglund@csu.org                                                     | 719-668-4083<br>719-650-9151 |
| Colorado Springs Utilities<br>(Water and Wastewater)                       | Rockie Wiley<br>rwiley@csu.org                                                         | 719-668-4675<br>719-641-0988 |
| Lumen (CenturyLink, Level 3)<br>5325 Zuni St, Room 728<br>Denver, CO 80221 | Patti Moore<br>patti.moore@centurylink.com<br>Michael Vance<br>Michael.vance@lumen.com | 719-636-6096                 |
| MCI-Verizon<br>24055 E 6 <sup>th</sup> Ave<br>Aurora, CO 80018             | David McAllister<br>david.mcallister@verizon.com<br>asg.investigationsteam@asginc.us   | 801-301-0937                 |

The work described in these plans and specifications requires coordination between the Contractor and the utility companies in conducting their respective operations as necessary to complete the utility work with minimum delay to the project.

### **PART 1 - CONTRACTOR SHALL PERFORM THE WORK LISTED BELOW:**

Coordinate project construction with the performance by the utility owner of each utility work element listed in Part 2 below. Perform preparatory work specified in Part 2 for each utility work element. Provide an accurate construction schedule that includes all utility work elements to the owner of each impacted utility. Provide each utility owner with periodic updates to the schedule. Conduct necessary utility coordination meetings, and provide other necessary accommodations as directed by the Engineer.

Notify each utility owner in writing; with a copy to the Engineer, prior to the time each utility work element is to be performed by the utility owner. Written notice shall be provided in the time specified in Part 2 immediately prior to the time the utility work must begin to meet the project schedule. The Contractor shall allow the number of work days required for each utility work element in the construction schedule. The number of days expected for construction and number of days of prior notice is specified below for each utility owner.

Prior to excavating, the Contractor shall positively locate all potential conflicts with existing underground utilities and proposed construction, as determined by the Contractor according to proposed methods and schedule of construction. Please note that UNCC marks only its members' facilities – Other facilities, such as ditches and drainage pipes may exist, and it is the Contractor's responsibility to investigate, locate and avoid such facilities.

Work involving changes in, or interference with, utility service shall be done at such times and in such manner that it will cause the least interference with the proper handling and delivery of the utility service to the receiving customers. The Contractor shall notify all parties that will be affected 24 hours prior to the time sewer or water service is disconnected or interrupted. All services so disconnected, interrupted, or damaged shall be immediately repaired and restored to service. Repair work shall be continuous until the service is restored. No service shall be left inoperative overnight.

When work is being performed in the vicinity of utilities, the Contractor shall take appropriate measures to provide for the protection of the utility.

Should the Contractor desire to have any rearrangement made in any utility facility for their convenience in order to facilitate their construction operations, they shall make whatever arrangements necessary with the owners of such utility for such rearrangement and bear all expenses in connection therewith.

Provide traffic control, as directed by the City Project Manager, for any utility work by the utility owner expected to be coordinated with construction. However, traffic control for utility work outside of typical project work hours shall be the responsibility of the utility owner.

Perform each utility work element for every utility owner listed here in Part 1, as shown or implied by the drawings, or for unanticipated subsurface utilities encountered during the work. Notify each utility owner in advance of any work being done by the Contractor to its facility, so that the utility owner can coordinate its inspections for final acceptance of the work with the Engineer.

All costs incidental to the foregoing requirements shall not be paid for separately but shall be included in the work. Full compensation for compliance and cooperation, as required by this section, shall be included in the unit prices paid for Contract items of work and no additional compensation will be allowed.

### **All Utility Companies**

The Contractor will contact each utility company a minimum of two (2) business days, unless otherwise noted, prior to working in the utility company's area so that the utility company can provide an inspector and/or complete any necessary adjustments or relocations.

If a need for utility work by either the Contractor or a Utility Company arises, the following shall apply:

The Contractor shall be responsible for coordinating the adjustment of utilities on this project. The Contractor shall keep each utility company advised of any work being performed in the vicinity of their facilities, so that each utility company can coordinate any needed locates, adjustments or inspections. Contractor shall provide the appropriate utility company ample notice, but not less than two (2) working days, prior to

commencing activities in the vicinity of their facilities. Any additional work performed by the Contractor on behalf of the impacted utility company shall not be paid for by the City but shall be paid by the utility company requiring the work, unless otherwise agreed to in writing by the Engineer.

Prior to excavating, the Contractor shall positively locate all potential conflicts with existing underground utilities and proposed construction, as determined by the Contractor according to proposed methods and schedule of construction. Please note that UNCC marks only its members' facilities; other facilities such as ditches and drainage pipes may exist, and it is the Contractor's responsibility to investigate, locate and avoid such facilities.

**Colorado Springs Utilities Water Work Elements:**

- All materials and work product shall be in in conformance with Colorado Springs Utilities current Water Line Extension and Service Standards and Detail Drawings. All main installations/system modifications shall be approved and inspected by Colorado Springs Utilities. The Contractor shall remove and replace the following Colorado Springs Utilities pipes as shown on the plans. Replacing shall include all necessary work and materials necessary to provide a complete functional installation at the new location.
- The Contractor shall remove and replace the water line in Stone Avenue from north of Fillmore Street to Winters Drive.
- The Contractor shall remove and replace water services and fire lines to reconnect to the relocated water line as shown in the waterline improvements plans.
- The Contractor shall adjust water manholes to 1/4" to 1/2" below adjacent final finished street grade elevation. All work shall include all items necessary to complete the work, and materials necessary to provide a complete functional installation of the water manhole.
- The Contractor shall adjust water valve boxes to 1/4" to 1/2" below adjacent final finished street grade elevation. All work shall include all items necessary to complete the work, and materials necessary to provide a complete functional installation of the water valve.
- After final adjustment is completed, the Contractor shall clean water valve boxes of all foreign debris such that the operating nut of the valve is fully accessible to operation.
- The Contractor shall coordinate inspections with Colorado Springs Utilities. The Contractor shall provide the utility owner written notice five (5) days immediately prior to required inspections.
- The Contractor shall protect the waterlines in beyond the limits of removal and replacement as shown in the plans.
- The Contractor shall support all waterlines crossing the storm main and storm laterals when they are exposed for work to be conducted beneath them.

**Colorado Springs Utilities Wastewater Work Elements:**

- All materials and work product shall be in in conformance with Colorado Springs Utilities current Wastewater Line Extension and Service Standards and Detail

Drawings. All installations/system modifications shall be approved and inspected by Colorado Springs Utilities.

- The Contractor shall support all sanitary sewer lines crossing the storm main and storm laterals when they are exposed for work to be conducted beneath them.
- The Contractor shall encase sanitary sewer lines crossing above the storm sewer as shown in the plans.
- The Contractor shall remove and replace the following sanitary sewer lines crossing the storm sewer trench.
  - Sta. 10+47
  - Sta. 11+86
  - Sta. 13+73
  - Sta. 13+78
  - Sta. 14+67
  - Sta. 19+56
  - Sta. 19+79
  - Sta. 21+84
  - Sta. 23+86
  - Sta. 25+51
  - Sta. 25+59
  - Sta. 26+67
  - Sta. 27+26
  - Sta. 29+91
  - Sta. 40+63
  - Sta. 41+34
  - Sta. 43+24
  - Sta. 50+13
  - Sta. 2+92 in Nichols Blvd.
- The Contractor shall adjust sanitary manholes to 1/4" to 1/2" below adjacent final finished street grade elevation.

The Contractor shall coordinate inspections with Colorado Springs Utilities. The Contractor shall provide the utility owner written notice 5 days immediately prior to required inspections.

**PART 2 - UTILITY OWNERS SHALL PERFORM THE WORK LISTED BELOW:**

The City of Colorado Springs Contractor shall provide traffic control for any utility work expected to be coordinated with construction, as directed by the City Engineer. However, traffic control for utility work outside of typical project work hours shall be the responsibility of the utility owner. The utility owner shall prepare and submit to the City Engineer a Method of Handling Traffic for utility work to be performed outside typical project work hours. The utility owner shall obtain acceptance of the Method of Handling traffic from the City Engineer prior to beginning the utility work to be performed outside typical project work hours or outside of project limits.

This work will be performed by the utility owners as necessary to avoid conflicts with construction activities. New locations shall be as indicated in the plans. Utility owners shall comply with schedule requirements of the Contractor and make every effort not to impact the overall construction schedule. Unless otherwise approved by the Engineer, abandoned aboveground appurtenances such as pedestals shall be removed and abandoned underground utilities and manholes/handholds shall be abandoned in place.



Utility owners are responsible for obtaining all necessary permits from the City of Colorado Springs, as required. The following items of work are expected to be completed prior to, or coordinated with, construction and costs incurred by the project.

#### **Colorado Springs Utilities Gas Work Elements:**

- Colorado Springs Utilities shall relocate the following gas pipes along as shown on the plans. Colorado Springs Utilities shall complete each relocation work element in coordination with the Contractor of the N. Nevada Corridor East construction project.
  - Approximately 700 LF of gas distribution line in Stone Avenue between Fillmore Street and 4<sup>th</sup> Street.
- Colorado Springs Utilities shall remove and replace the following gas service pipes as shown on the plans. Colorado Springs Utilities shall complete each relocation work element prior to the start of the construction project.
  - Service line crossings as shown on the plans.
- Colorado Springs Utilities shall coordinate with the Contractor when Colorado Springs Utilities' gas lines need to be supported in place by the Contractor for work to be conducted beneath them.
- The storm sewer Contractor shall be responsible for traffic control related to each utility work element completed in coordination with the project.
- The Contractor shall provide the utility owner written notice 30 days immediately prior to each utility work element expected to be coordinated with construction.

#### **Colorado Springs Utilities Electric Distribution Work Elements:**

- Colorado Springs Utilities shall relocate, raise, or lower the following electric lines along as shown on the plans. Colorado Springs Utilities shall complete each relocation work element in coordination with the Contractor of the N. Nevada Corridor East construction project.
  - Temporarily remove the overhead electric at Sta. 11+41. This work element is anticipated to be coordinated with construction.
  - Temporarily remove the overhead electric at Sta. 13+21 and 13+31. This work element is anticipated to be coordinated with construction.
  - Temporarily remove the overhead electric at Sta. 15+42. This work element is anticipated to be coordinated with construction.
  - Temporarily remove the overhead electric at Sta. 17+51. This work element is anticipated to be coordinated with construction.
  - Temporarily remove the overhead electric at Sta. 21+44. This work element is anticipated to be coordinated with construction.
  - Reset the utility pole at Sta. 24+84.
  - Temporarily remove the overhead electric at Sta. 24+84. This work element is anticipated to be coordinated with construction.
  - Relocate approximately 700 LF of electric line in Stone Avenue from Sta. 37+14 to Sta. 44+00.
  - Temporarily remove the overhead electric at Sta. 38+28. This work element is anticipated to be coordinated with construction.
  - Temporarily remove the overhead electric at Sta. 39+82. This work element is anticipated to be coordinated with construction.

- Temporarily remove the overhead electric at Sta. 41+36. This work element is anticipated to be coordinated with construction.
- Temporarily remove the overhead electric at Sta. 44+36. This work element is anticipated to be coordinated with construction.
- Temporarily remove the overhead electric at Sta. 46+38. This work element is anticipated to be coordinated with construction.
- Temporarily remove the overhead electric at Sta. 50+13. This work element is anticipated to be coordinated with construction.
- Temporarily remove the overhead electric at Sta. 5+00 in Nichols Blvd. This work element is anticipated to be coordinated with construction.
- The storm sewer Contractor shall be responsible for traffic control related to each utility work element completed in coordination with the project.
- The Contractor shall provide the utility owner written notice 30 days immediately prior to each utility work element expected to be coordinated with construction.

**Colorado Springs Utilities Water Work Elements:**

- Inspect the utility work performed by the Contractor listed in Part 1 above.
- The Contractor shall provide the utility owner written notice 5 days immediately prior to each required inspection.

**Colorado Springs Utilities Wastewater Work Elements:**

- Inspect the utility work performed by the Contractor listed in Part 1 above.
- The Contractor shall provide the utility owner written notice 5 days immediately prior to each required inspection.

**Comcast Work Elements:**

- Comcast shall relocate, raise, or lower the following communication lines along as shown on the plans. Comcast shall complete each relocation work element in coordination with the Contractor of the N. Nevada Corridor East construction project.
- The storm sewer Contractor shall be responsible for traffic control related to each utility work element completed in coordination with the project.
- The Contractor shall provide the utility owner written notice 30 days immediately prior to each utility work element expected to be coordinated with construction.

**Lumen Work Elements:**

- Lumen shall relocate, raise, or lower the following communication lines along as shown on the plans. Lumen shall complete each relocation work element in coordination with the Contractor of the N. Nevada Corridor East construction project.
- Relocate utility around proposed structure at Sta. 15+05.
- Relocate utility around proposed structure at Sta. 24+36.
- Relocate utility around proposed structure at Sta. 25+07.
- Relocate utility around proposed structures at Sta. 36+90.
- Lumen shall be responsible for traffic control related to each utility work element.
- Lumen shall complete each utility work element prior to the start of construction on this project.

- The Contractor shall provide the utility owner written notice 30 days immediately prior to each utility work element expected to be coordinated with construction.

**GENERAL:**

The Contractor shall comply with Article 1.5 of Title 9, CRS ("Excavation Requirements") when excavation or grading is planned in the area of underground utility facilities. The Contractor shall notify all affected utilities at least two (2) business days, not including the day of notification, prior to commencing such operations. The Contractor shall contact the Utility Notification Center of Colorado (UNCC) at (8-1-1) or 1-800-922-1987 to have locations of UNCC registered lines marked by member companies. All other underground facilities shall be located by contacting the respective company. Utility service laterals shall also be located prior to beginning excavating or grading.

The location of utility facilities as shown on the plan and profile sheets, and herein described, were obtained from the best available information.

All costs incidental to the foregoing requirements will not be paid for separately but shall be included in the work.

# **REVISION OF SECTION 200 STREET SECTION**

**Section 200 of the City of Colorado Springs Engineering Division Standard Specifications is hereby deleted and replaced as follows:**

## **201 Description**

The work to be performed under this section shall consist of excavation, embankment, shaping and compacting the street section, and other sections within the public rights-of-way and public easements as necessary in order to prepare the subgrade for subsequent construction.

## **202 Excavation**

Excavation shall consist of removal of all material necessary for the construction of the roadway section to the subgrade elevation, line, and grade shown on the plans or as specified in the contract documents. Unacceptable material defined as any earthen material containing vegetable or organic silt, topsoil, frozen material, trees, stumps, certain man-made deposits, or industrial waste, sludge or landfill, or other undesirable materials will be categorized as "unclassified excavation" and removed from the site and disposed of in accordance with applicable City, State and Federal requirements. All tree stumps and roots shall be removed to a minimum of two (2) feet below subgrade. Any tree work on a tree over 15 feet tall must be done by a licensed tree service. Unclassified excavation includes any and all earthen materials encountered, including rocks and boulders measuring less than one-half cubic yard in volume, during construction. Rock formations that can be removed by ripping with a D-9 tractor in good repair with single tooth hydraulic ripper is considered "unclassified excavation". Other forms of classified excavation shall be as noted on the plans or called out in the bid proposal.

Excavation shall be performed in a careful and orderly manner with due consideration given to protection of adjoining property, the public and workmen. Any damage to streets, parking lots, utilities, irrigation systems, plants, trees, building or structures on private property, or the bench marks and construction staking due to the negligence of the Contractor, shall be repaired and restored to its original condition by the Contractor at the Contractor's expense. Those areas which are to be saved will be clearly fenced off by the Contractor per the owner's instructions and it will be the Contractor's responsibility to ensure that these areas are not damaged during the construction process. Following completion of construction should any of these trees, shrubs or irrigation facilities etc., require replacement, it shall be done at the Contractor's expense.

All materials determined acceptable by the Engineer acquired from roadway excavations may be used for embankment fill and backfill as needed. The entire area in the vicinity of the construction where excavation and filling has been performed shall be raked clean of all trash, wood forms, and debris, after completion of the work with no additional cost to the Owner. Material removed in excavation and not acceptable or not required for embankment fill or backfill shall be disposed of by the Contractor. It shall not be wasted on private property without written permission of the property owner. Waste banks shall be left with reasonably smooth and regular surfaces. The cost of all work required in the placement of fill material (haul, compaction, water, etc.) or the disposal of materials shall be included in its pay item in the bid schedule. If there is no pay item, then the costs shall be included in the unclassified excavation item and no separate payment will be made for either fill placement or disposal. Payment will be based on plan quantity unless plan quantity changes are otherwise approved by the Engineer.

### **203 Embankment**

Where fill is required, it shall consist of earth, sand, or gravel, free from organic matter or other deleterious material. All fill material shall be approved by the Engineer. The original surface shall be stripped of all organic matter and nonperishable solid objects prior to beginning the embankment operation. The cleared surface shall be completely broken-up by plowing, scarifying or stepping to a minimum depth of six (6) inches. This scarified layer shall be compacted to the compaction specified in Section 205. The fill shall be placed, unless otherwise authorized by the Engineer, in maximum of eight (8) inch horizontal layers (uncompacted thickness) and shall be compacted in accordance with the requirements of Section 205 herein, before the next layer is placed.

Full compensation for the subgrade preparation or any additional work involved in drying embankment material or base of cuts and fills to the required moisture content shall be considered as included in the contract unit price paid for unclassified excavation or furnishing the material and no additional compensation will be allowed.

Borrow is defined as approved import material used for backfill or embankment which must be acquired from designated areas to make up deficient quantities which cannot be completed from excavation within project limits.

### **204 Slopes**

The street section behind the curb to the back of the sidewalk shall be graded at 2% draining to the top of the curb. Side slopes of all permanent excavations and embankments within the street section behind the sidewalk shall not exceed the ratio three to one (3:1, horizontal to vertical), unless shown otherwise on approved drawings.

### **205 Subgrade**

The subgrade for the pavement structure shall be graded to conform to the cross sections and profile required by the construction plans. Prior to the placement of aggregate base course or sub-base course, the subgrade shall be properly prepared. The subgrade shall be scarified to a minimum depth of six (6) inches, moisture adjusted as necessary, and recompacted to not less than:

- A. For Cohesive Soils, 95% maximum Standard Proctor dry density (ASTM D698) at +2% of optimum moisture content. For highly expansive soils (swell potential >2.00% under 200 psf surcharge pressure), paving will not be permitted without a subgrade treatment approved by the Engineer.
- B. For Cohesionless Soils, 95% maximum Modified Proctor dry density (ASTM D1557) at +2% of optimum moisture content, or 100% maximum Standard Proctor dry density (ASTM D698) at +2% of optimum moisture content.

The subgrade shall also be thoroughly proof-rolled using a heavily loaded vehicle having a single axle weight of at least 18,000 lbs. and a minimum tire pressure of 70 psi. Particular attention shall be directed to the utility main and service trenches, specifically around valves, manholes, inlets, and other similar surface features. Proof-rolling shall be done after specified

compaction has been obtained. Areas found to be weak, and those areas which fail, shall be ripped, scarified, wetted or dried, as necessary, or replaced with suitable material, and recompacted to the requirements for density and moisture, at the Contractor's expense.

The proof-rolling procedure shall be observed by the Engineer, or their representative, prior to paving. Acceptable field moisture density tests using approved methods will be required at random locations on the subgrade at a minimum rate of one for each 500 linear feet of paving.

### **206 Compaction of Utility Trenches**

Prior to approval to place the base, sub-base course, or full depth asphalt, all utility main and service trenches shall be compacted to not less than the above referenced density (Section 205) required for the given soil classification. This density requirement also applies to all utility trenches within the public right-of-way or public easement regardless of the location of the pavement structure.

The density tests shall be performed during backfilling at specified depths in the trench to ensure that the required density and moisture is obtained throughout. For trenches less than 30 inches in depth, density tests shall be taken within 18 inches above the top of pipe or conduit and at the surface as a minimum. For trenches greater than 30 inches in depth, density tests shall be taken within 18 inches of the top of the pipe or conduit, and at 2' vertical intervals to the top of the trench with the final test at the surface.

#### Horizontal and Vertical Frequency of Density Tests

1. Utility Mains - One set of tests per 250 feet of linear trench at specified depths
2. Service Lines - One test per every service per utility type at alternate depths
3. Open Pit - minimum of one set of tests at 2' vertical intervals from the bottom to the top of the trench. (Open pit shall include, but not be limited to, excavations associated with bore pits, manholes, water valves, storm inlets, vaults, etc.)

The number of density tests required may be increased if directed by the Engineer. For City CIP Contracts, the City shall provide for all testing laboratory services, and pay for all tests on a first time basis only. The costs of any retesting, as required, shall be borne by the Contractor. For subdivision development/private projects or utility projects, the subdivider, utility company, or contractor shall provide, at their expense, the required tests and retests to the City.

In existing pavement, all excavations within 18" of a concrete surface (gutter, drainway, curb) shall remove and replace existing asphalt to the edge of concrete.

At the City's option, utility trench backfill meeting the following requirements (flowable-fill) may be used in lieu of native backfilling in any excavation regardless of width or depth. Concrete slurry type full depth backfill will not be allowed within the public right-of-way. Compaction and testing of utility trench backfill will not be required if material meeting the flowable-fill specification below is used.

| <u>INGREDIENTS</u>             | <u>LBS./C.Y.</u>              |
|--------------------------------|-------------------------------|
| Cement                         | 42(0.47 sack)                 |
| Water                          | 325 (39 gallons or as needed) |
| Coarse Aggregate (Size No. 57) | 1700                          |

The maximum desired 28 day strength is 60 psi (not a specification requirement). The above combination of material, or an equivalent, may be used to obtain the desired "flowable-fill".

For street maintenance purposes, "flowable-fill" shall be prohibited as a permanent street surface within the top 4 inches of any utility trench (See Standard Drawing No. D-5A). The permanent top 4 inches (minimum) of all utility trenches shall be properly compacted asphalt, or 6 inches (minimum) concrete pavement or gravel (for existing concrete or gravel alleys or streets).

Flowable-fill will be required as utility trench backfill for all trenches less than 1 foot in width. This requirement applies to all pavement and gravel locations. If approved by the inspector, flowable-fill may be used as utility trench backfill around water valves or sewer manholes. For trench excavations greater than 1 foot in width in newly overlaid, or newly constructed streets, a 6" thick concrete cap will be required in accordance with Standard Drawing Nos. D-4 and D-5.

The methods of compaction are the responsibility of the contractor/utility and shall be sufficient to attain the required density in accordance with these specifications. The method of testing the compacted material shall be the responsibility of the professional engineer certifying the results. Said engineer shall be responsible for the validity of all test results.

### **207 Warranty**

Performance of the compacted trench shall be the responsibility of the contractor/utility for a minimum of two (2) years from the start of the warranty period. The starting date for the (2) two year warranty period shall be established by the City and will commence after the City has receive all the required passing density tests and has conditionally accepted the work. Any failure, as determined by the City, that occurs within the two (2) year warranty period shall be corrected, as stipulated by the City, by said contractor/utility at no additional cost to the City.

### **208 Measurement and Payment**

Payment for preparation of the roadway section shall be included in the costs of unclassified excavation/embankment, compaction of utility trenches, pipe line and appurtenant structures, or as otherwise indicated in its pay item in the bid schedule or applicable project/utility specifications.

# **REVISION OF SECTION 206 CONTROLLED LOW STRENGTH MATERIALS**

**Section 206 of the City of Colorado Springs Engineering Division Standard Specifications is hereby added as follows:**

## **UTILITY CUT, BACKFILL AND PATCHING**

### **206.1 DESCRIPTION OF WORK**

This work shall consist of the excavation and rapid backfill of trenches for the installation or repair of utility and underground features. The work also includes utilizing temporary pavement patching materials, and final permanent pavement surfaces. The work requires the use of removable, controlled low-strength materials (CLSM) for the backfill material, as an alternative to traditional compacted soil, for trenches and cuts too small for traditional soil compaction and safe human entry for testing. Various temporary pavement materials may also be utilized, prior to permanent pavement repairs. The use of traditional compacted backfill (for installation and repair of utilities) remains an acceptable method of backfill. The use of CLSM provides the advantage of being a self-compacting material.

#### **206.1A Description of removable, flowable, controlled low strength materials CLSM**

The term CLSM used in this Section shall mean the same as Removable CLSM or flowable backfill. This material is covered in detail due to the many time saving and engineering benefits of this type of backfill material. CLSM does not need compacting, or moisture density compaction testing. Only a few physical tests of the CLSM properties are needed to assure durability and future removability with light excavating equipment. A low strength is desired so that surrounding utilities or structures will be accessible without causing damage if the CLSM must be removed in the future. Air entrainment is required to prevent damage and heave displacement of trench patches due to freeze-thaw damage.

In addition, CLSM may be used for other applications apart from trench or street cut backfill. These include filling voids due to pipe abandonment or undercutting of excavation in caving or normal soils. CLSM offers quick restoration of the trench and improving other subgrade conditions for roadway or structure support in a rapid time frame without the need for traditional soil backfill testing requirements or when a quick strength is needed to support upper layers. These benefits may outweigh the extra costs vs. using traditional methods that require compaction and testing.

Other applications include: backfilling behind retaining walls and abutments, filling void areas including pipe abandonment, annular spaces, undercut areas and other approved void filling applications. Other suitable applications include structural support for utilities and replacement of unstable subgrade during pavement repairs.

Utility types that can utilize CLSM include: conduits or pipes for electrical, wired or fiber optic communications, traffic signal or other utilities such as gas and water lines, sanitary and storm sewer lines, and other types of utilities under existing pavements or ground surfaces to be built upon or improved later.



## **206.1B Objectives for Required Use of CLSM**

The objectives of requiring the use of the CLSM specified below, instead of reusing excavated soils, is to provide a self-leveling, frost heave-resistant, non-settling, controlled low-strength material (defined by American Concrete Institute in ACI 229 as a CLSM), that does not normally require compactive effort and compaction testing. Traditional use of compacted soil or aggregate materials for backfill shall require CITY approval and testing for acceptance.

## **206.1C Requirements for CLSM – Flow-Fill or Flashfill**

This ITEM further specifies two distinct CLSM material products: The Flashfill products will allow trench backfill, temporary or permanent pavement restoration and traffic access to occur more quickly than Flow-Fill. The term 'CLSM' in this Section shall mean either or both.

A high slump is required to aid in the self-leveling and void filling objective. The visual consistency may appear to range in appearance from thin batter or mud, to thick water. It must be foremost removable with light machinery in the future, and also quickly stable to support paving operations and traffic.

Minimum air contents are required in the top 4 feet of CLSM fill to limit permanent frost heave. This air content requirement should be used for the entire depth, to aid in the ability to remove or excavate CLSM in the future. The air content requirement may be forbidden by some utility applications, such as for thrust blocks or for pipe bedding normally used for lateral support of pressurized pipes.

A Removability Modulus (RE) is specified at a maximum 1.5, and is based on compressive strength and unit weight of the CLSM Backfill. Refer to section 2C

## **206.2 CLSM MATERIALS**

### **206.2A Flow-Fill**

Flow-Fill shall consist of a controlled low-strength, self-leveling concrete material composed of various combinations of cement, fly ash, aggregates, water, chemical admixtures and/or cellular foam for air-entrainment. Generally, the CONTRACTOR may place Flow-Fill in approximate 3 feet thick layers, allow bleed water to rise and divert away from placement before another layer may be added. Refer to Section 3 for more information.

The Flow-Fill shall be limited to a maximum Removability Modulus (RE, as described in section 2C) of 1.5 to ensure ability to excavate in the future. Slumps of less than 7 inches will not be permitted for placement, since the flowability to fill voids and avoid future settlement is impaired, and strengths may increase beyond specified removability limits.

The CONTRACTOR shall submit a mix design for approval by the CITY, prior to placement. The mix design shall be supported by laboratory test data verifying compliance with air content, slump, strength and removability (RE) requirements.

**TABLE 2A**

| Flow-Fill Property               | Flow-Fill Specification | Flow-Fill Property | Flow-Fill Specification   |
|----------------------------------|-------------------------|--------------------|---------------------------|
| Air Content, ASTM C231           |                         |                    | 15% -- 25%                |
| Compressive Strength, ASTM D4832 |                         |                    | 50psi – 150psi at 28 days |
| Slump, ASTM C143 7” – 10”        |                         |                    | Slump, ASTM C143 7” – 10” |
| Removability Modulus, RE         |                         |                    | 1.5 Maximum               |

\*All other requirements for Flow-Fill shall meet CDOT Section 206 for CLSM.

### 206.2B Flashfill

Flashfill shall consist of a controlled low-strength, self-leveling cementitious material composed of various combinations of fly ash, water, chemical admixtures and/or cellular foam for air-entrainment.

No aggregate or sand is usually needed. It shall have a minimum specified air content to provide suitable resistance to frost-heave. Flashfill may generally be placed without lift thickness limits.

Higher strengths may be permitted over Flow-Fill; however, the Flashfill shall still be limited to a maximum Removability Modulus (RE) of 1.5. Slumps of less than 8 inches or spreads of less than 8 inches will not be permitted for placement, since the flowability to fill voids and avoid future settlement is impaired, and strengths may increase beyond removability limits.

The CONTRACTOR shall submit a mix design for approval by the CITY, prior to placement. The mix design shall be supported by laboratory test data verifying compliance with air content, slump, strength and removability (RE) requirements.

**Table 2B**

| Flashfill Property                                                             | Flashfill Specification    |
|--------------------------------------------------------------------------------|----------------------------|
| Air Content, ASTM C231, or by Section 2D volumetric calculations (recommended) | 15% Minimum                |
| Compressive Strength, ASTM D4832                                               | 100psi – 300psi at 28 days |
| Slump, ASTM C143 (one lift, no rodding)                                        | 8” – 11”                   |
| Spread, ASTM D6103 (recommended)                                               | 8” – 12”, or greater       |
| Removability Modulus, RE                                                       | 1.5 Maximum                |

\*All other requirements for Flashfill shall meet CDOT Section 206 for CLSM.

### 206.2C Removability Modulus

The Removability Modulus\* ,RE , is a value calculated by

$$RE = \frac{W^{1.5} \times 104 \times C^{0.5}}{10^6}$$

where: W = in-situ unit weight (pcf) and C = 28-day compressive strength

\*RE was developed & is used by Hamilton County, Ohio; per the NCHRP #597 CLSM Report. A lower RE means CLSM is easier to excavate or remove.

Some examples of RE based on strength and unit weights are shown below:

**TABLE 2C  
Removability Modulus ( RE )**

| Compressive strength, psi [ C ] | Unit Weight, pcf [ W ] |      |      |      |      |      |      |      |      |      |      |
|---------------------------------|------------------------|------|------|------|------|------|------|------|------|------|------|
|                                 | 50                     | 60   | 70   | 80   | 90   | 100  | 110  | 120  | 130  | 140  | 150  |
| 25                              | 0.18                   | 0.24 | 0.30 | 0.37 | 0.44 | 0.52 | 0.60 | 0.68 | 0.77 | 0.86 | 0.96 |
| 50                              | 0.26                   | 0.34 | 0.43 | 0.53 | 0.63 | 0.74 | 0.85 | 0.97 | 1.09 | 1.22 | 1.35 |
| 75                              | 0.32                   | 0.42 | 0.53 | 0.64 | 0.77 | 0.90 | 1.04 | 1.18 | 1.33 | 1.49 | 1.65 |
| 100                             | 0.37                   | 0.48 | 0.61 | 0.74 | 0.89 | 1.04 | 1.20 | 1.37 | 1.54 | 1.72 | 1.91 |
| 125                             | 0.41                   | 0.54 | 0.68 | 0.83 | 0.99 | 1.16 | 1.34 | 1.53 | 1.72 | 1.93 | 2.14 |
| 150                             | 0.45                   | 0.59 | 0.75 | 0.91 | 1.09 | 1.27 | 1.47 | 1.67 | 1.89 | 2.11 | 2.34 |
| 175                             | 0.49                   | 0.64 | 0.81 | 0.98 | 1.17 | 1.38 | 1.59 | 1.81 | 2.04 | 2.28 | 2.53 |
| 200                             | 0.52                   | 0.68 | 0.86 | 1.05 | 1.26 | 1.47 | 1.70 | 1.93 | 2.18 | 2.44 | 2.70 |

RE less than or equal to 1.50 indicates Removable

1.70 Shading indicates Not Readily Removable

### 206.2D Air Content Volumetric Calculation

Air content can be calculated as follows (using wet unit weights before and after foaming or entraining air):

$$\text{Air Content} = \frac{(\text{Unit Weight not Air-Entrained} - \text{Unit Weight Air-Entrained}) \times 100\%}{\text{Unit Weight not Air-Entrained}}$$

### 206.2E Flow Consistency of CLSM

Flow shall be measured by ASTM D6103, which utilizes a moistened 3" diameter, 6" high open-ended cylinder, filled with the flashfill. When the cylinder is lifted, the resulting "pancake" is measured at its longest and shortest dimensions and averaged.

## MATERIAL CONSTITUENTS

### 206.2F Cement

Cement shall meet the standard chemical requirements of Type II or Type IP, ASTM C150 or ASTM C595, respectively.

## **206.2G Fly Ash**

Fly ash shall meet the requirements of ASTM C618 Type C or Type F. Fly ash not meeting the requirements of ASTM C618 may be used if prior testing indicates acceptable, consistent results for strength and air content.

## **206.2H Water**

Potable water or reasonably clean and free of chemicals injurious to the final product are to be used.

## **206.2I Chemical Admixtures**

Air-entraining admixtures shall conform to ASTM C260 requirements; other chemical admixtures shall conform to ASTM C494 requirements.

## **206.2J Foaming Agents**

Foaming agents shall conform to ASTM C869 and C796, or as approved by the CITY.

## **206.2K Suitability of CLSM Constituents**

The supplier shall have the required Beneficial Use Determination (BUD) from the CDPHE for the product they are supplying. Material Safety Data Sheets (MSDS) must be available for any cement, flyash or admixture component of the mixture upon request. Flowable Backfill shall be compatible with bedding materials, electrochemically and otherwise if used as a metal pipe backfill application. Thermal compatibility with plastic pipes should be considered for direct contact of the CLSM with the pipe; heat generation of the mix must not exceed the softening point of the pipe material.

## **206.2L CLSM Use Restrictions**

CLSM products containing coal combustion residuals (CCR) (i.e. fly ash, bottom ash, boiler slag, and flue gas desulfurization materials generated from burning coal for the purpose of generating electricity by electric utilities and independent power producers) may not be placed below groundwater, or into permanent standing water, without the CONTRACTOR obtaining a written waiver from the Colorado Department of Public Health & Environment's (CDPHE's) Hazardous Materials and Waste Management Division (HMWMD), and providing such waiver to the CITY for review / concurrence prior to placement.

The above noted use restriction with respect to groundwater and permanent standing water is not applicable if the CLSM product is being used in association with an emergency. An emergency is an occurrence involving a clear and imminent danger to human health or the environment, or similar occurrence demanding immediate attention, such as the restoration of a damaged utility, roadway, or storm water conveyance. If the emergency has subsided and sufficient time is available for planning (e.g., three weeks or more) the project is not considered an emergency with sole respect to CLSM placement.

Additionally, if a project involves the placement of CLSM on the land in non-roadway

applications and the CLSM will contain 12,400 tons of CCR or more, the CONTRACTOR shall obtain written project specific approval from the CDPHE’s HMWMD and provide such approval to the CITY for review / concurrence prior to placement. To obtain such approval, the CONTRACTOR shall adequately demonstrate that environmental releases to groundwater, surface water, soil and air are comparable to or lower than those from analogous products made without CCR, or that environmental releases to groundwater, surface water, soil and air will be at or below relevant regulatory and health-based benchmarks for human and ecological receptors during use.

**206.2M Aggregates**

The final blend of aggregates for CLSM, including rock, gravel or sand, shall conform to the following gradations:

**TABLE 2L**

| Sieve Size % Passing | Sieve Size % Passing |
|----------------------|----------------------|
| 1 inch (25 mm) 100   | 1 inch (25 mm) 100   |
| No. 200 0 to 10      | No. 200 0 to 10      |

When coarse aggregate is used, 100 percent shall pass the 1 inch sieve, and it shall comprise not more than 40 percent of the total aggregate content. Other aggregate products such as aggregate base, crushed rock, pea gravel, or reject sand which has no more than 20 percent passing the No. 200 sieve and is free of organic material and other deleterious substances, may be accepted by the CITY if a flowable, workable mix can be produced without segregation of the aggregate.

**206.3 TRENCH BACKFILL WITH CLSM**

Except as otherwise provided or approved by the CITY, after the pipe or conduit is laid, trenches shall be backfilled with CLSM in the pipe zone as defined in the following table:

**TABLE 3**

| Pipe or Conduit                                          | Pipe Zone <sup>1,2</sup>                           |
|----------------------------------------------------------|----------------------------------------------------|
| 2-inch or less diameter                                  | 6 inches above the top of the pipe up to subgrade  |
| Greater than 2-inch diameter, except vitrified clay pipe | 12 inches above the top of the pipe up to subgrade |
| Vitrified clay pipe                                      | 24 inches above the top of the pipe up to subgrade |

<sup>1</sup> The Utility Owner shall dictate any variance to these CLSM separation distances.

<sup>2</sup> Where depths of flashfill exceed 3 feet over water or wastewater mains please contact Colorado Springs Utilities for bedding depths.

CLSM should be well mixed and discharged directly from the truck into the space to be filled, or by other methods approved by the CITY. The mix may be placed part depth or full depth as conditions at the site and CLSM type dictate. When used as backfill in the pipe zone, care should be taken to prevent flotation or misalignment of the pipe by means of straps, soil anchors or other approved means of restraint. Material may be placed in stages with initially lesser flowability, to prevent movement or flotation of pipe. Refer to Section 2K for thermal compatibility when using CLSM directly against plastic pipe materials. CLSM shall not be placed when the trench bottom or walls are frozen or

contain frozen materials.

Compaction of CLSM shall not be performed.

The maximum layer thickness for CLSM shall be determined by the Contractor. Additional layers shall not be placed until the backfill has lost sufficient moisture to be walked on without indenting more than 2 inches. Allow bleed water to rise and divert away from placement area before another layer may be added. Do not place CLSM on top of bleed water or on any water above the bearing layer. Any damage resulting from placing Flow-Fill in layers that are too thick or from not allowing sufficient strength gain time between placement of layers shall be repaired at the CONTRACTOR's expense.

The maximum layer thickness for Flashfill is not restricted except to prevent flowing or running into undesired areas.

Contractor shall observe all other Construction Requirements as provided in CDOT Section 206 for placement of CLSM.

#### **206.4 STREET SURFACING and PATCHING**

Placement of pavement materials for vehicle traffic shall not be allowed until the removable CLSM backfill has cured 24 hours (Flow-Fill only) or achieved sufficient resistance to allow paving. CLSM (either type) should be subjected to standard proofroll criteria, or penetration resistance tests. CLSM should achieve a penetration resistance of at least 3.6 tsf (tons per square foot) (equivalent to 50 psi) using a hand-held soil penetrometer, typically pushed to ¼" depth, in accordance with the penetrometer manufacturer's instructions. Alternately, penetration resistance shall be considered achieved when a person weighing 100 pounds by use of their body weight as an axial load, cannot penetrate the CLSM backfill with the square cut end of a ½" diameter ( #4) steel reinforcing bar.

##### **206.4A Temporary Pavement Selection**

Whenever permanent pavement patches are not constructed immediately following trench backfilling operations, temporary pavement patch construction consisting of:

- A minimum of 3 inches of hot mix asphalt (or approved warm mix if allowed) or cold plant mix asphalt on Flashfill or cured Flow-Fill CLSM , or
- A thickness of Flash-Patch equal to existing pavement thickness on CLSM, or
- Steel plates per CITY requirements on CLSM,

must be utilized to provide the required number of paved travel lanes. Sufficient excavation of backfill shall be done to allow the temporary surfacing to be level with surrounding pavement. Use of steel plates may be left in place for a short duration as approved by the CITY. Temporary pavement patches may be left in place for a maximum of 30 working days following completion of backfilling operations unless otherwise approved by the CITY.

When Flow-Fill is used as backfill material on collector or arterials streets needed to be opened within 24 hours, it must fill the excavation, using 3 feet maximum lifts as required in Section 3, up to the existing pavement surface grade, less enough thickness to

provide for steel plates. The CONTRACTOR must then plate the excavation with heavy duty steel plates adequate to carry heavy traffic and wait at least 24 hours for the Flow-Fill to cure prior to applying the Permanent Patch or another Temporary Patch. Steel plates should be set below the street surface to avoid lateral displacement; the patch size may be increased to accommodate side support and a smooth height transition. The CITY does not allow steel plates on arterials during snow plow operation season. Alternately, Flash-Patch may be placed as a temporary patch and driving surface over CLSM, and shall match the existing pavement thickness.

Neither Flow-Fill nor Flashfill shall be allowed for a driving surface, except for very low traffic conditions and only when allowed by the CITY.

**206.4B Temporary Pavement Patching Materials**

Various materials for temporary patching options can be selected, and include:

- Hot Mix (HMA) or Warm Mix Asphalt (WMA) conforming to the Pikes Peak Region Asphalt Paving Specifications. These may be used for either concrete or asphalt streets.
- Cold-mix asphalt materials (with cut-back asphalt cements only allowed from October 1 to March 1). This may only be used for asphalt streets.
- VOC compliant Cold-mix asphalt materials, (conforming to CDPHE Regulation No. 7, 5CCR 1001-9, Section XI, required from March 1 through September 30). This may only be used for asphalt streets.
- Flash-Patch materials (consisting of cementitious fly ash, water and cellular foam) shall include approximately 10 to 15% air content. This may be used for either concrete or asphalt streets. Flash-Patch can be produced with the same volumetric-mixing truck as delivers and produces the Flashfill CLSM material. Flash-Patch materials will exceed CLSM strengths, but are limited in thickness to the existing pavement thickness to allow removal.
  - Flash-Patch usage on arterial roadways will require that Small Aggregate topping be used. Gradations shall meet ASTM C33 for size #9, and be crushed stone or natural gravels, with gradations requirements listed below:

**Table 4B**

| Sieve     | 3/8" | #4       | #8      | #16    | #50   |
|-----------|------|----------|---------|--------|-------|
| % Passing | 100  | 85 – 100 | 10 – 40 | 0 – 10 | 0 – 5 |

**206.4C Temporary Pavement Patch Placement**

Temporary asphalt should ideally be placed according to the Pikes Peak Region Asphalt Paving Specifications requirements. Any temporary asphalt pavement patch shall be placed and compacted and shall be maintained by the CONTRACTOR so that the patched surface and the surrounding area remain a single even (smooth) unbroken plane, suitable to handle the traffic, for the duration of Temporary Patch.

Flash-Patch usage on arterial roadways will require that the Small Aggregate shall be

broadcast on and embedded into the surface, for increased skid-resistance. Aggregate application will occur on patches within 100 feet of approaching stop signs or signal lights on other city streets. This aggregate shall be applied at approximately 5 lb per SY of patch surface, before the Flash-Patch hardens. The CONTRACTOR shall be responsible to apply and embed the surface aggregate in a timely manner before set occurs.

The following surface tolerance for any temporary patches shall be observed. When a 10 foot straight edge is laid across the temporary patch parallel to the centerline of the street and in the direction transverse to the centerline, there shall be no more than a 3/4 inch rut, hump, or depression evident. Deteriorated temporary patches exhibiting ruts, humps, or depressions shall be repaired or replaced immediately. If the existing street exceeded the above tolerances prior to patching, then the temporary patch shall be equal to or better than the condition of the surrounding pavements.

Temporary patches with hot or cold mix asphalt may be opened to traffic after proper compaction and clean-up of the adjacent areas has occurred. Temporary patches of Flash-Patch may be opened to traffic usually within 1-1/2 hours after placement on arterial roadways, and usually within one hour on other streets.

#### **206.4D Permanent Pavement Materials**

Asphalt for replacement of Asphalt Pavement streets, shall be HMA (Hot Mix Asphalt), or WMA (Warm Mix Asphalt) if allowed by CITY, and shall meet the material requirements in the Pikes Peak Region Asphalt Paving Specifications for Grading S or SX with PG 64-22 binder, unless specified otherwise. Completion of the permanent patch in areas where an open graded surface course (SMA) exists shall include placement of a surface course to match the existing surface texture.

#### **206.4E Permanent Pavement Construction**

Prior to placing the permanent patch, the existing cuts made for trenches shall be properly prepared for final pavement patching.

Existing Asphalt Pavement shall be saw cut to a neat straight line and to a minimum 12 inches outside of the trench area. The CITY may require just the top lift be outside the trench edges. The resulting "T patch" edges shall not fall within existing wheel paths. Patches parallel to the direction of traffic and encompassing the wheel path shall extend to lane lines.

The asphalt thickness shall be the thicker of the existing depth, or the minimum depth of at least 4 inches.

A tack coat shall be applied to all edges to the existing freshly cut and/or approved well cleaned edges of asphalt pavement prior to placing new pavement.

Compaction of each lift shall be to a density of 94% ( $\pm 2\%$ ) of the maximum theoretical density of the approved Job Mix Formula, and conforming to the Pikes Peak Region Asphalt Paving Specifications.

The top of CLSM placed for temporary paving or for steel plates in section 4A shall be



excavated to the top of subgrade/bottom of the final asphalt or concrete pavement level. The depth of excavation shall allow for the permanent pavement section to be equal to, or greater than, the existing section, or as otherwise required by the CITY.

Any improvements in the right-of-way or on private property disturbed or damaged during construction shall be replaced prior to placement of the permanent pavement patch. Damaged sections of concrete sidewalk shall be removed and replaced to the nearest expansion joint or score line. Damaged concrete curb and gutter shall be removed and replaced to the nearest contraction joint. Replacement of less than a standard length of curb and gutter will not be permitted. Integral curb, gutters, and/or sidewalk shall be replaced in their entirety.

The following surface tolerance for permanent pavement patch for asphalt, including any surface treatment before striping, shall be observed. The surface shall be thoroughly compacted, smooth, and free from ruts, humps, depressions, or irregularities. When a 10 foot straight-edge is laid across the permanent patch parallel to the centerline of the street and in a direction transverse to the centerline, the surface shall not vary more than 1/4 inch from the lower edge of the straight edge. Patches exhibiting deviations greater than 1/4 inch shall be replaced prior to acceptance of the patch. If the existing street exceeds the above tolerances, then the patch shall be equal or better than the condition of the surrounding pavement.

Patches shall also have a cross slope or cross section consistent with the design of the existing roadway.

# **REVISION OF SECTION 220 REMOVAL OF STRUCTURES AND OBSTRUCTIONS**

**Section 220 of the City of Colorado Springs Engineering Division Standard Specifications is hereby deleted and replaced as follows:**

## **220.01 Description**

This work shall consist of the removal, wholly or in part, and satisfactory disposal of all buildings and foundations, fences, signs, structures, old pavements, traffic signal materials, abandoned pipelines, and any other obstructions which are not designated or permitted to remain, except for the obstructions to be removed and disposed of under other items in the contract. It shall also include the salvaging of designated materials and backfilling the resulting trenches, holes and pits.

This work shall include saw cutting in reasonably close conformity with the dimensions and details on the plans or as directed, to create planes of weakness in order to facilitate controlled breaking for removal.

This work shall include removing pavement markings in accordance with these specifications and in reasonably close conformity with details shown on the plans, or as directed.

## **220.02 Construction Requirements**

The Contractor shall raze, remove and dispose of all buildings and foundations, signs, structures, fences, old pavements, abandoned pipelines, conduits, cables, encasements, traffic signal materials and other obstructions, any portions of which are on the right-of-way, except utilities and those for which other provisions have been made for removal. All salvageable material shown on the plans shall be removed, without damage, in sections or pieces which may be readily transported, and shall be stored by the Contractor as directed within the project limits. The Contractor shall be held responsible for the safekeeping of all material designated to be salvaged during the period of the contract. The Contractor shall make good or replace at their own expense any such materials damaged, stolen or otherwise lost prior to receipt by the City.

Basements or cavities left by structure removal shall be filled with suitable material acceptable to the Engineer to the level of the surrounding ground and if within the prism of construction, shall be compacted as designated.

Concrete adhering to sign posts shall be removed.

Sign island shall be considered part of the removal item and shall be removed to the level of the surrounding terrain. Pedestals shall be removed to one foot below the surrounding ground.

Where portions of structures are to be removed, the remaining portions shall be prepared to fit new construction. The work shall be done in accordance with plan details, and in such manner that materials to be left in place shall be protected from damage. All damage to portions of structure to remain in place shall be repaired by the Contractor at their expense. Reinforcing steel projecting from the remaining structure shall be cleaned and aligned to provide bond with

new extension. Dowels, as required by the plans, are to be securely grouted with approved grout.

Where culverts or sewers are to be left in place and plugged, the ends of concrete culverts shall be filled with concrete or a concrete plug, a minimum length of 1/2 diameter or 12 inches. All other pipes shall be removed or completely filled or specified in the contract documents. Culvert and sewer pipe shall be sufficiently filled to prevent future settlement of embankments. Plugging of culverts shall include removal of headwalls and other appurtenances where necessary to accommodate the work.

The saw cutting of concrete shall be done carefully, and all damages to concrete to remain in place, due to Contractor's operations, shall be repaired by the Contractor at their expense.

The minimum depth of saw cut in concrete shall be full depth unless the reinforcing steel is to be salvaged and connected to new improvements in which case the depth to reinforcing steel.

Pavement markings shall be removed from the pavement by grinding unless otherwise approved by the Engineer. The pavement markings shall be removed to the extent that they will not be visible under day or night conditions.

Pavement markings shall be removed before any change is made in the traffic pattern. Materials deposited on the pavement as a result of removing pavement markings shall be removed as the work progresses and shall not interfere with roadway drainage.

Operations that may damage or constitute a hazard to the traveling public will not be permitted.

### **220.03 Removal of Bridges, Culverts, and Other Drainage Structures**

Bridges, culverts and other drainage structures in use by traffic shall not be removed until satisfactory arrangements have been made to accommodate traffic.

Unless otherwise directed, the substructures of existing structures shall be removed down to the natural stream bottom and those parts outside of the stream shall be removed down two foot below natural ground surface. Where such portions of existing structures lie wholly or in part within the limits of new structure, they shall be removed as necessary to accommodate the construction of the proposed structure.

Steel bridges and wood bridges as specified, shall be carefully dismantled without damage. Steel members to be salvaged shall be match marked with waterproof paint. All salvaged material shall be stored as specified in Section 220.02.

### **220.04 Removal of Pipe**

Unless otherwise provided, all pipe which is removed shall be hauled from the site and properly disposed of. All pipe to be salvaged, as noted on the plans, shall be carefully removed, cleaned and every precaution taken to avoid breaking or damaging the pipe. Removal of pipe shall include headwalls, wingwalls, slope paving, end sections and all other appurtenances. Pipes to be relayed shall be removed and stored when necessary so that there will be no loss or damage before relaying. The Contractor will be required to replace sections lost from storage, or damaged by negligence, or by use of improper methods at no additional cost to the City. The

Engineer shall make the determination whether the salvaged materials are reusable prior to installation.

In removing manholes, catch basins and inlets, any live sewers connected with these shall be properly reconnected and satisfactory bypass service shall be maintained during such operations. Any excavation resulting from removal of manholes, catch basins and inlets shall be backfilled and compacted per the project specifications.

**220.05 Removal of Pavements, Sidewalks, Curbs, etc.**

All concrete pavement, sidewalks, curbs, gutters, etc., designated for removal, shall be broken into pieces and disposed of.

Where old pavement construction abuts new pavement construction, edges of pavement, sidewalks, curbs, etc., to be left in place shall be sawn to a true line with a vertical face.

**220.06 Method of Measurement**

When the contract stipulates that payment will be made for removal of obstructions on a lump sum basis, the pay item, removal of obstructions, will include all stipulated structures and obstructions encountered within the right-of-way in accordance with the provisions of this section. Where the proposal stipulates that payment will be made for the removal of specific items on a unit basis, measurement will be made by the unit stipulated in the contract. Items to be removed which do not have specific pay items are considered incidental to the work and the cost included in the pay item must be closely associated with the work.

Removal of pavement markings will be measured by area in square feet, completed and accepted.

**220.07 Basis of Payment**

The accepted quantities will be paid for at the contract unit price for each of the pay items listed below that appear in the bid schedule. Payment shall be full compensation for sawing, removing, hauling and disposal of such items, excavation and subsequent backfill. The price shall also include salvage of materials removed, their custody, preservation, storage and disposal as provided herein.

Payment will be made under:

| <u>Pay Item</u>                        | <u>Pay Unit</u>                             |
|----------------------------------------|---------------------------------------------|
| Removal of Structures and Obstructions | Lump Sum                                    |
| Removal of                             | Each, Linear Foot, Square Yard, Square Foot |
| Plug                                   | Each                                        |

# **REVISION OF SECTION 240 RESET STRUCTURES**

**Section 240 of the City of Colorado Springs Engineering Division Standard Specifications is hereby deleted and replaced as follows:**

## **240.01 Description**

This item shall consist of removing, relaying, resetting, or adjusting structures and related materials. All designated items shall be carefully removed and every precaution taken to avoid damage. Items shall be removed and stored when necessary so that there will be no loss or damage. The Contractor will be required to replace or repair any material damaged due to their operations at their own expense. The Engineer shall determine the suitability of salvaged materials or structures prior to installation.

## **240.02 Construction Requirements**

Pipe to be relayed and structures to be reset shall be thoroughly cleaned.

Removal site shall be neatly backfilled as part of this item. Methods to be used shall conform to those required in the specifications for the various types of construction involved.

Reset Light Standard shall consist of all bases, pull boxes, base grounding and 1-1/2 inch P.V.C. Schedule 40 conduit with a nylon "Jetline" pull rope in accordance with the City of Colorado Springs, Department of Utilities, Electric Transmission/ Distribution, Service Standards Manual, at locations indicated on the plans. It will be the Contractor's responsibility to supply and install any new materials needed to restore the Light Standard to service at the new locations in conformance with the specifications.

Where fences (except snow fence) are to be rebuilt, it will be the Contractor's responsibility to supply and install any new materials required to restore the fence to acceptable condition. Gates designated or noted on the plans to be reset shall be removed and restored for service at the new locations indicated.

Reset fence shall be constructed approximately six inches inside the boundary of the right-of-way line or as shown on the plans. Anchorages, footings or fence appurtenances shall not extend beyond the limits of the right-of-way without the consent of the abutting property owner.

Unserviceable material from structures shall be replaced with new material of dimensions similar to those used in building the original structure. Replacement parts and new materials, including concrete footings, necessary to restore these structures to service at new locations shall be provided and installed by the Contractor as part of this item.

All new materials and replacement parts shall conform to the requirements of these specifications for the appropriate items.

Where guard rail or snow fence is to be rebuilt, it will be the Contractor's responsibility to supply and install any new materials needed to restore the rail or fence to acceptable condition.

New materials needed to restore guard rail to acceptable condition shall include: replacement

posts, blocks, rail and hardware for that deemed not feasible to reset, together with additional posts, blocks and hardware needed to complete the intermediate post installations as shown on the plans. Posts with similar tops shall be installed in groups as directed. Installation of flat-top posts alternately with other top shapes will not be permitted. Posts may be either cut, rotated or turned upside down to eliminate unacceptable tops of posts. If posts are cut, Contractor will be required to treat the exposed surface with hot material the same as or similar to that used in the treated posts.

Mailboxes complete with supporting structures are to be removed and temporarily reset at points near their original location to be easily accessible for mail delivery service. Upon completion of surfacing operations, the boxes shall again be reset to a height of 36" to 42" at locations designated. A supporting structure may contain one or more mailboxes. Refer to Standard Detail Drawing No. D-18, "Mailbox Placement with Sidewalk Taper".

Adjusting structures in pavement sections shall refer to, but not be limited to, manhole rings and covers, inlet gratings and frames, water valve boxes, water meters, gate posts and other structures and facilities. Construction operations shall include any raising, lowering, moving, removing masonry or concrete, adding brickwork, masonry or concrete, and resetting grates, frames or rings and covers to fit the new construction. Work on water mains or services shall be in accordance with Water Division Specifications. Damage to any fire hydrant or any part of the system due to Contractor's operations shall be repaired at the Contractor's expense.

#### **240.03 Method of Measurement**

The quantity to be measured where items are reset or adjusted on an "each" basis shall be the actual number of those items restored for service at new location, completed and accepted.

The quantity to be measured where items are reset or adjusted on a "linear foot" basis shall be the actual number of linear feet of the items completed and accepted, measured end to end except guard rail. Guard rail shall be measured as the actual number of linear feet completed and accepted, measured as shown on the plans.

The quantity to be measured for "relay pipe" shall be the number of linear feet of relayed pipe and end sections measured end to end, in place, completed and accepted.

Resetting of structures, fences and related materials shall include all work necessary to remove the items from their existing location to the new location, and shall include all mounting hardware, footings, and all other work necessary to complete the reset item.

#### **240.04 Basis of Payment**

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

Payment will be made under:

| <u>Pay Item</u> | <u>Pay Unit</u>                   |
|-----------------|-----------------------------------|
| Reset           | Each, Linear Foot,<br>Square Yard |

|            |             |
|------------|-------------|
| Relay Pipe | Linear Foot |
| Adjust     | Each        |

Excavation installation and backfill required for "Relay Pipe" will not be measured and paid for separately but shall be included in the contract unit cost.

Except as otherwise indicated on the plans or in the special provisions, collars and connecting devices will not be measured and paid for separately but shall be included in the work.

# REVISION OF SECTION 509 CONCRETE CONSTRUCTION FLATWORK

Section 509 of the City of Colorado Springs Engineering Division Standard Specifications is hereby revised as follows:

**Section 509.03 shall be renamed Sidewalks and Curb Ramps**

**Subsection 509.3. A shall be deleted and replaced with the following:**

- A. General: Sidewalks shall be a minimum of four inches (4-inch) in thickness. Sidewalks crossing driveways and alleys shall be a minimum of six inches (6-inch) in thickness in residential driveways and eight inches (8-inch) in thickness at all alley and commercial driveway crossings. Sidewalks crossing alleys and commercial driveways shall be reinforced with No. 4 bar at 18-inches on center each way and be a minimum of four feet (4-feet) in width.

Curb ramps shall be a minimum of six inches (6-inches) in thickness and shall match the width of the connecting sidewalk. In no case, shall the clear width of the curb ramp be less than four feet (4').

**Subsection 509.3.C shall be deleted and replaced with the following:**

- C. Expansion Joints. Expansion joints shall be  $\frac{1}{4}$  inch to  $\frac{1}{2}$  inch approved remolded material. Expansion joints shall be placed where the thickness of concrete changes (e.g. driveways and curb ramps) and against fixed objects (e.g. inlet and poles).

**Subsection 509.3.F shall be deleted and replaced with the following:**

- F. Tolerance. Sidewalks shall have a minimum cross slope of 1% (1/2 inch vertical per 50 inches horizontal) and a maximum cross slope of 2% (1 inch per 50 inches) sloped toward the roadway.

The running slope of the sidewalk shall not exceed the general grade established for the adjacent street.

Curb ramps shall have a minimum cross slope of 1% (1/2 inch vertical per 50 inches horizontal) and a maximum cross slope of 2% (1 inch per 50 inches) sloped toward the direction of flow in the adjacent gutter. Curb ramps shall have a maximum running slope of 8.33% (1 inch vertical per 12 inches horizontal). The counter slope of the gutter or street at the foot of the ramp run shall be 5% maximum. The maximum difference in grades between the curb ramp and the adjacent gutter pan shall 13.3%. The transition between the two surfaces shall be flush.

Where applicable, turning spaces shall be provided with the curb ramps and shall have a minimum cross slope and running slope of 1% (1/2 inch vertical per 50 inches horizontal) and a maximum cross slope and running slope of 2% (1 inch per 50 inches). The counter slope of the gutter or street at the turning space shall be 5% maximum. The maximum difference in grades between the turning space and the adjacent gutter pan shall 13.3%. The transition between the two surfaces shall be flush.

Forms for sidewalk, curb ramp, and turning space construction are recommended to be



set with a cross slope of 1.5% to maintain the minimum and maximum tolerances. Forms for ramp construction are recommended to be set to a running slope of 7.5% so as not to exceed the maximum tolerance.

Detectable warnings shall extend a minimum of two feet (2-feet) in the direction of pedestrian travel and extend the entire width of the curb ramp. Detectable Warnings for pedestrian ramps shall be selected from the City Approved Product list.

Curb ramp(s) within the City right-of way shall be inspected and approved by a city ADA Inspector. Inspections are scheduled by calling 719-385-6828.

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

## **REVISION OF SECTION 627 MOBILIZATION**

**Section 627 of the City of Colorado Springs Engineering Division Standard Specifications is hereby added as follows:**

### **627.01 Description**

Mobilization and Demobilization shall consist of the preparatory work and operations in mobilizing for beginning work on the Project and demobilizing at the end of construction. This work shall include, but not be limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the Project Site, and for the establishment of temporary offices, building facilities, utilities, testing laboratories, safety equipment and first aid supplies, sanitary and other facilities, as required by these Specifications, and State and local laws and regulations. The costs of bonds, plans, permits and any required insurance and other pre-construction expense necessary for the start of the work, excluding the cost of construction materials, shall also be included in this item.

# **REVISION OF SECTION 636 CONSTRUCTION REQUIREMENTS FOR MANHOLES, JUNCTION BOXES, CAST IN PLACE REINFORCED CONCRETE BOX, INLETS, PIPE END FINISH AND FITTINGS**

**Section 636 of the City of Colorado Springs Engineering Division Standard Specifications is hereby revised as follows:**

**Subsection 636.01, add the following:**

Pipe Connections:

- A. The manhole shall be thoroughly bonded to the barrel of the pipe and all connections with pipe shall be made without projections or voids.
- B. All HDPE pipes shall have a Press-Seal Corporation HDPE WaterStop or approved equal applied around the pipe.
- C. The joint between the pipe and manhole wall shall be sealed with a non- shrink grout.

# REVISION OF SECTION 910

## EROSION CONTROL

Section 910 of the City of Colorado Springs Engineering Division Standard Specifications is hereby added as follows:

### 910.1 GENERAL

#### 910.1.1 Scope of Work:

This work shall consist of temporary measures needed to control erosion and water pollution. These temporary measures shall include, but not be limited to, berms, dikes, coffer dams, sediment basins, fiber mats, waddles, netting, gravel, mulches, grasses, slope drains, stockpile protection, and other erosion control devices or methods. These temporary measures shall be installed at the locations where needed to control erosion and water pollution during the construction of the project, and during the maintenance period for the Sand Creek Stockpile, consistent with the **City** Stormwater Criteria Manual (SCM) requirements, and as directed by the **Engineer**, and as shown on the Drawings.

The Erosion Control Plan presented in the Drawings serves as a concept plan and base sheets for erosion and sediment control during construction. **Contractor** has the ultimate responsibility for providing adequate sediment and erosion control and water quality throughout the duration of the project and the maintenance period for the Sand Creek Stockpile. Therefore, the **Contractor** shall develop a plan, consistent with the **City** SCM requirements, and provide whatever measures are needed to achieve the required protection of areas that will be disturbed during the contractors work on the project consistent with the Contractors work plan for the project. **Contractor** shall include in their bid price for erosion and sediment control all items that may be needed to control erosion, sediment and water pollution.

#### 910.1.2 Submittals:

The erosion and sediment control facilities shown on the Drawings are conceptual, and the **Contractor** shall update the drawings prior to the start of work and develop a detailed Storm Water Management Plan (SWMP), consistent with the **Contractor's plan to accomplish the work**, a continuously updated copy of which shall be retained on the site. The **Contractor** shall submit an application to the **State**, and submit the SWMP to the **State** at their request. The **Contractor** shall obtain a Storm Water Construction Permit from the State. The **Contractor** shall also apply for a **City** Grading and Erosion Control (GEC) Permit and create and submit a **City** Construction and Stormwater Management Plan (referred to as the C-SWMP by the **City**). The C-SWMP shall indicate that it has been prepared for the **City** and the **State**. **Permits/approvals for both the City and the State must be obtained prior to construction.** The **Contractor** is responsible for implementing the C-SWMP and compliance with the conditions of the Storm Water Construction Permit and GEC permit. The **State** or the **Engineer** may direct the **Contractor** to modify the C-SWMP during construction as conditions warrant. The **Contractor** shall note changes on the C-SWMP immediately as it must reflect current site conditions.

#### 910.1.3 Materials:

Materials may include hay bales, straw, fiber mats, fiber netting, wood cellulose, fiber fabric, manufactured wattles, gravel, riprap, pre-cast concrete barriers, and other suitable materials, and shall be reasonably clean, free of deleterious materials, and certified weed free. All materials shall be submitted to the **Engineer** for approval prior to installation.

Temporary grass cover (if required) shall be a quick growing species suitable to the area, which will provide temporary cover and will not later compete with the grasses sown for permanent cover. All grass seed shall be approved by the **Owner** prior to installation.

Fertilizer and soil conditioners shall be approved by the **Owner** prior to installation.

Miscellaneous: All other material used by the Contractor for water diversion and erosion control shall be specified on a detailed working Erosion and Sediment Control Plan to be completed by the Contractor and reviewed by the **Engineer** prior to starting work.

#### **910.1.4 Construction Requirements:**

All materials for erosion and sediment control shall be installed in accordance with these Specifications. To the extent possible, movement of construction equipment within the flowing portions of waterways should be minimized. The Contractor shall divert flows so construction equipment, materials, and earthwork are not exposed to flow to the extent practical.

The erosion and sediment control facilities shall be installed prior to construction and shall remain in place throughout. The Contractor will be required to clean sediment from upstream sediment traps and provide other maintenance as required to the erosion and sediment control facilities during construction.

### **910.2 PERMITS AND COMPLIANCE**

**Contractor** must apply for and obtain a Construction Dewatering Permit (Colorado Wastewater Discharge Permit), a Stormwater Construction Permit from the Colorado Department of Health and shall obtain approval of an Erosion and Stormwater Quality Control Plan from the City of Colorado Springs. All costs for these permits shall be the responsibility of **Contractor**. These permits require that specific actions be performed at designated times. **Contractor** is legally obligated to comply with all terms and conditions of the permits including testing for effluent limitations if required by the terms of the permits.

**CONTRACTOR** shall allow the Colorado Department of Health or other representatives to enter the site to test for compliance with the permit. Non-compliance with the permit can result in stoppage of all work.

In addition to permit requirements, **Engineer** shall also monitor **Contractor's** erosion control and work methods. If the overall function and intent of erosion control is not being met, then **Engineer** shall require **Contractor** to provide additional measures as required to obtain the desired results. Costs for any additional erosion control measures shall be the responsibility of **Contractor**, since they have the ultimate responsibility for providing adequate erosion control and water quality for the duration of the project.

### **910.3 STABILIZATION OF DISTURBED AREAS**

Temporary sediment control measures shall be established within 5 days from time of exposure/disturbance. Permanent erosion protection measures shall be established within 21 days after final grading of areas.

#### **910.4 PROTECTION OF ADJACENT PROPERTIES**

Properties adjacent to the site of a land disturbance shall be protected from sediment deposition. In addition to the erosion control measures required on the Drawings, perimeter controls may be required if damage to adjacent properties is likely. Perimeter controls include, but are not limited to, a vegetated buffer strip around the lower perimeter of the land disturbance, sediment barriers such as straw bales and silt fences; sediment basins; or a combination of such measures. Vegetated buffer strips may be used only where runoff in sheet flow is expected and should be at least 20 feet in width.

#### **910.5 TIMING AND STABILIZATION OF SEDIMENT AND EROSION CONTROL MEASURES**

Sediment barriers, perimeter dikes, and other measures intended to either trap sediment or prevent runoff from flowing over disturbed areas must be constructed as a first step in grading and be made functional before land disturbance takes place. Earthen structures such as dams, dikes, and diversions must be stabilized within 5 days of installation. Stormwater outlets must also be stabilized prior to any upstream land disturbing activities.

#### **910.6 WORKING IN OR CROSSING WATERCOURSES**

Construction vehicles should be kept out of watercourses to the extent possible. Where in-channel work is necessary, precautions must be taken to stabilize the work area during construction to minimize erosion. The channel (including bed and banks) must always be re-stabilized immediately after in-channel work is completed.

When work must occur in a live (wet) watercourse, extra care must be exercised by the Contractor to avoid contamination of the water from petroleum products and other pollutants and to minimize the movement of sediment downstream.

#### **910.7 CONSTRUCTION ACCESS ROUTES**

Wherever construction vehicles enter or leave a construction site, a Stabilized Construction Entrance is required. Where sediment is transported onto a public road or parking lot surface, the pavement shall be cleaned thoroughly at the end of each day. Sediment shall be removed from roads or parking lots by shoveling or sweeping and be transported to a sediment-controlled disposal area. Street washing shall be allowed only after sediment is removed in this manner.

#### **910.8 DISPOSITION OF TEMPORARY MEASURES**

All temporary erosion and sediment control measures shall be disposed of within 30 days after final site stabilization is achieved or after the temporary measures are no longer needed as determined by *Engineer*. Trapped sediment and other disturbed soil areas resulting from the disposition of temporary measures shall be permanently stabilized to prevent further erosion.

## **910.9 MAINTENANCE**

All temporary and permanent erosion and sediment control practices must be maintained and repaired as needed to assure continued performance of their intended function.

## **REVISION OF SECTION 925 CLEARING AND GRUBBING**

**Section 925 of the City of Colorado Springs Engineering Division Standard Specifications is hereby added as follows:**

### **925.01 Description**

This work consists of clearing, grubbing, removing, and disposing of all vegetation, debris, and materials as needed to construct the proposed improvements as shown on the Drawings and as required by the Work. Vegetation and objects designated to remain shall be preserved free from injury or defacement.

### **925.02 Construction Requirements**

All trees, shrubs, grass, weeds and debris located within approximate work limits as shown on the plans and details that must be removed to accomplish the work shall be removed and properly disposed of offsite, unless otherwise specified on the plans or by the owner. Removal of any vegetation shall be reviewed and approved by the Owner prior to removal. Trees and significant shrubs to be removed shall be marked by the contractor and approved by the owner prior to removal. Any object including trees, shrubs, or plants not designated for removal by the Owner, that are damaged shall be repaired or replaced as directed by the Owner, at the Contractor's expense.

Except in areas to be excavated, all holes resulting from the removal of obstructions shall be backfilled with suitable material and compacted in accordance with the Standard Specifications.

Except as otherwise noted in the plans and special provisions, all cleared timber shall be moved from the project and shall become the property of the Contractor. Branches on trees or shrubs shall be removed as directed. All trimming shall be done in accordance with good tree surgery practices as recommended by City Parks and Recreation Department.



## **REVISION OF SECTION 950 CONSTRUCTION SURVEYING**

**Section 950 of the City of Colorado Springs Engineering Division Standard Specifications is hereby added as follows:**

### **950.01 General**

Surveying: It shall be the responsibility of the **Contractor** to provide construction staking for as needed to control horizontal and vertical locations of the proposed work items including all offset lines necessary for construction.

All construction surveying provided by the **Contractor** shall be completed under the Supervision of a Colorado Registered Land Surveyor.

The construction plans for the project provide the elevations and descriptions of permanent and temporary project monuments. The Contractor shall check all control points provided by the Engineer and verify and document their accuracy, prior to using them for construction surveying.

Supervision: The Contractor shall have supervision, knowledge of the project requirements and proper installation, and construction procedures, available in the field at all times that work is progressing.



**SCHEDULE G – MEASUREMENT & PAYMENT**

**FOLLOWS THIS PAGE**

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## MEASUREMENT AND PAYMENT

### PART 1 GENERAL

#### 1.01. REQUIREMENTS INCLUDED

- A. The provisions for measurement and payment contained in this section replace and/or take precedence over the measurement and payment provisions contained in the Standard Specifications.
- B. Measurement and payment shall be as specified in the City's Engineering Division General Provisions and Standard Specifications posted on the City website, unless modified in this section.
- C. Payment for work performed by the Contractor under these Contract Documents will be made at the approved unit price or lump sum price for each of the items as listed in the bid proposal and measured as hereinafter specified. Such payment shall compensate the Contractor for all costs in connection with furnishing all labor, equipment and material required and performing the operations necessary to complete the item in accordance with the contract documents. No partial payment shall be made for ordered, delivered, or stockpiled items.
- D. Any items of work which are called out in the Plans and/or the specifications or are typical for the type of construction being accomplished and do not have a specific line item in the bid proposal but which are necessary to complete the work in accordance with the requirements of good and standard practice, such as sub-grade preparation and grading are to be considered as incidental to the construction of the project and the Contractor's cost for such work shall be included in the bid price for the related item of work.
- E. The Contractor shall accomplish all incidental work essential to the completion of the project, including cleanup and disposal of waste or surplus material without additional cost to the Owner. The cleanup and disposal of waste or surplus material shall be performed during construction or as soon after as is reasonably possible to better maintain the safety and aesthetics of the construction area.
- F. The quantities shown in the bid form are estimates only, being given only as the basis for tabulation and evaluation of the bid, and the City does not warrant, expressly or by implication, that the actual amount of work will correspond therewith. The right to increase or decrease the amount of any class or portion of the work or to make changes in the work required as may be deemed necessary is reserved by the City as provided elsewhere in these specifications. Unless otherwise noted in the following bid items descriptions, the basis of payment will be the measured quantity. The Contractor should perform an independent estimate of quantities and bring discrepancies in excess of 10% of the bid quantity to the attention of the Engineer before completion of their bid. It should be noted that certain bid items may be included in the Bid Form to establish a unit

price should the use of those items become necessary during construction. Allowance will not be made for loss of anticipated profits of additional compensation should the use of these items be deemed unnecessary. Project survey of existing site conditions was completed in 2022 by Clark Surveying with project control as stated on the Plans. If the Contractor does not believe that the survey adequately represents the current site conditions, Contractor may at his expense and prior to submitting a Bid, procure an existing conditions survey to document any changed site conditions and necessary changes to earthwork or other quantities.

#### 1.02. BID ITEMS

##### A. General Construction Bid Items

100-00000 Mobilization

Mobilization shall consist of the preparatory work and operations in mobilizing for beginning work on the Project and restoring the site and demobilizing at the end of construction. This work shall include, but not be limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the Project Site, and for the establishment of temporary offices safety equipment and first aid supplies, sanitary and other facilities, as required by these Specifications, and State and local laws and regulations. The costs of bonds, plans, permits and any required insurance and other pre-construction expense necessary for the start of the work, excluding the cost of construction materials, shall also be included in this item.

Payment for the Bid Item shall include but is not limited to full compensation for all labor, equipment, tools and materials necessary to mobilize and obtain permitting, and all other costs incurred or labor and operations which must be performed prior to beginning the other items under the contract. Payment shall be made based on the applicable contract lump sum price for the Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work.

Payment will be according to the following schedule:

1. When 5% of the original contract amount is earned, 20% of the amount bid for mobilization will be paid.
2. When 20% of the original contract amount is earned, an additional 30% of the amount bid for mobilization will be paid.
3. When 35% of the original contract amount is earned, an additional 10% of the amount bid for mobilization will be paid.
4. When 50% of the original contract amount is earned, the remaining 40% of the amount bid for mobilization will be paid.

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|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| 100-10000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <u>Clearing and Grubbing</u> |
| <p>Shall include all costs for labor and equipment for removal, hauling, and disposal of trees and brush in construction limits parallel to trench alignment. Clearing, grubbing and tree removal required outside the line segments listed, shall be considered incidental.</p>                                                                                                                                                                                                                                                                                                                                           |                              |
| <p>This item will be paid as a Lump Sum</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                              |
| 100-30000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <u>Erosion Control</u>       |
| <p>Shall include costs for materials and labor for preparation and submittal for permitting of acceptable and effective stormwater pollution prevention plan in accordance with City of Colorado Springs requirements. Includes implementation of approved plan.</p>                                                                                                                                                                                                                                                                                                                                                       |                              |
| <p>Payment for this item shall include all earthwork, sediment control means and devices, pipes, temporary culverts, check dams, silt fencing, erosion control logs, vehicle tracking, construction access roads, and all other material, equipment and operations necessary for erosion control measures. This bid item also includes removal of all erosion control measures when the project is complete. Payment shall be made based on the applicable contract lump sum price for the Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work.</p> |                              |
| <p>Payment will be according to the following schedule:</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                              |
| <ol style="list-style-type: none"><li>1. When 25% of the original contract amount is earned, 34% of the bid amount will be paid.</li><li>2. When 50% of the original contract amount is earned, 33% of the bid amount will be paid.</li><li>3. When 75% of the original contract amount is earned, 33% of the bid amount will be paid.</li></ol>                                                                                                                                                                                                                                                                           |                              |
| 220-00200                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <u>Removal of Sidewalk</u>   |
| <p>This item will be measured and paid according to the Engineering Division General Provisions and Standard Specifications Sections 220.6 &amp; 220.7 (Square Yard).</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                              |

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|           |                                                                                                                                                                |
|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 220-00181 | <u>Removal of Concrete Crosspan</u>                                                                                                                            |
|           | This item will be measured and paid according to the Engineering Division General Provisions and Standard Specifications Sections 220.6 & 220.7 (Square Yard). |
| 220-00203 | <u>Removal of Curb and Gutter</u>                                                                                                                              |
|           | This item will be measured and paid according to the Engineering Division General Provisions and Standard Specifications Sections 220.6 & 220.7 (Linear Foot). |
| 220-00220 | <u>Removal of Asphalt Mat</u>                                                                                                                                  |
|           | This item will be measured and paid according to the Engineering Division General Provisions and Standard Specifications Sections 220.6 & 220.7 (Square Yard). |
| 240-00750 | <u>Reset Pole and Foundation</u>                                                                                                                               |
|           | This item will be measured and paid according to the Engineering Division General Provisions and Standard Specifications Sections 240.03 & 240.04 (Each).      |
| 300-06112 | <u>Aggregate Base Course (Class 6) (12 Inch)</u>                                                                                                               |
|           | This item will be measured and paid according to the Engineering Division General Provisions and Standard Specifications Section 305 (Square Yard).            |
| 400-69928 | <u>Asphalt Concrete Pavement (Grading SX) (100)(PG-64-28)</u>                                                                                                  |
|           | This item will be measured and paid according to the Engineering Division General Provisions and Standard Specifications Section 427 (Ton).                    |
| 500-00605 | <u>Concrete Driveway Approach</u>                                                                                                                              |
|           | This item will be measured and paid according to the Engineering Division General Provisions and Standard Specifications Section 513 (Square Foot).            |

|           |                                                                                                                                                                                                                                                                                                                         |
|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 500-01000 | <p><u>Concrete Sidewalk</u></p> <p>This item will be measured and paid according to the Engineering Division General Provisions and Standard Specifications Section 511 (Square Yard).</p>                                                                                                                              |
| 500-52000 | <p><u>Curb and Gutter (Type 2)</u></p> <p>This item will be measured and paid according to the Engineering Division General Provisions and Standard Specifications Section 508 (Linear Foot).</p>                                                                                                                       |
| 825-00000 | <p><u>Construction Surveying</u></p> <p>Shall include all labor, materials, equipment, and incidentals required for construction.</p> <p>The cost of construction surveying shall be split evenly between the respective storm drain bid item, and waterline bid item.</p> <p>This item will be paid as a lump sum.</p> |
| 827-32000 | <p><u>Epoxy Pavement Marking</u></p> <p>Epoxy pavement marking, polyurea, and methyl methacrylate pavement marking will be measured by the total number of gallons of components A and B used including glass beads. Material used in excess of coverage limit prescribed will not be measured.</p>                     |
| 830-10000 | <p><u>Construction Traffic Control</u></p> <p>This item will be measured and paid according to the Engineering Division General Provisions and Standard Specifications Section 806.02 (Lump Sum).</p>                                                                                                                   |



990-70010 F/A Minor Contract Revisions

This item will cover the cost of unanticipated work (either for General Construction, Storm Drain Construction or Waterline Construction items) that is determined to be necessary as work on the project progresses, which was not shown or described in the Contract plans and specifications. There will be no payment for this force account item unless written authorization is provided to the Contractor from the Engineer.

Force Account work shall be performed as directed by the Engineer. Payment will constitute full compensation for all work necessary to complete the item.

## B. Storm Drain Construction Bid Items

240-04010 Adjust Storm Drain Manhole

Shall include all labor, materials, equipment, and incidentals required for the Contractor to modify the existing manhole at the downstream connection to the existing sewer to accept the new 72" pipe.

This item will be measured and paid according to the Engineering Division General Provisions and Standard Specifications Sections 240.03 & 240.04 (Each).

240-04020 Modify Inlet

Shall include all labor, materials, equipment, and incidentals required for the Contractor to modify the existing inlet as shown in the plans.

This item will be measured and paid according to the Engineering Division General Provisions and Standard Specifications Sections 240.03 & 240.04 (Each).

|           |                                                             |
|-----------|-------------------------------------------------------------|
| 630-05036 | <u>18 Inch Reinforced Concrete Pipe (Complete in Place)</u> |
| 630-01240 | <u>24 Inch Reinforced Concrete Pipe (Complete in Place)</u> |
| 630-01360 | <u>36 Inch Reinforced Concrete Pipe (Complete in Place)</u> |
| 630-01440 | <u>42 Inch Reinforced Concrete Pipe (Complete in Place)</u> |
| 630-01480 | <u>48 Inch Reinforced Concrete Pipe (Complete in Place)</u> |
| 630-01540 | <u>54 Inch Reinforced Concrete Pipe (Complete in Place)</u> |
| 630-01600 | <u>60 Inch Reinforced Concrete Pipe (Complete in Place)</u> |
| 630-01720 | <u>72 Inch Reinforced Concrete Pipe (Complete in Place)</u> |

The work will include but is not limited to testing of soils, materials, and in-place construction, dewatering, protection of utilities, bracing and shoring, traffic control, disposal of surplus excavated materials, storage, delivery, hauling, cleaning of the pipeline and construction site and all other requirements of the General Provisions of these Specifications or as otherwise noted in the Special Provisions. Where noted, surface restoration, pavement replacement, and utility relocation will be separate pay items. Traffic control associated with the installation of the pipe which is included under a separate bid item listed in this document.

These items will be measured and paid according to the Engineering Division General Provisions and Standard Specifications Section 638 A (Linear Foot).

|           |                                   |
|-----------|-----------------------------------|
| 636-12051 | <u>Curb Inlet Type 1 (L=5')</u>   |
| 636-10000 | <u>Curb Inlet Type 2 (L=5')</u>   |
| 636-25010 | <u>Area Inlet Type 1 (Single)</u> |
| 636-25020 | <u>Area Inlet Type 1 (Double)</u> |
| 636-13000 | <u>Area Inlet Type 2</u>          |

These items will be measured and paid according to the Engineering Division General Provisions and Standard Specifications Section 638 E (Each).

|           |                                                                                                                                                                                                                                                                                                                                                                           |
|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 636-31000 | <p><u>Manhole Type I</u></p> <p>These items will be measured and paid according to the Engineering Division General Provisions and Standard Specifications Section 638 C (Each).</p>                                                                                                                                                                                      |
| 636-32000 | <p><u>Manhole Type II</u></p> <p>These items will be measured and paid according to the Engineering Division General Provisions and Standard Specifications Section 638 B (Each).</p>                                                                                                                                                                                     |
| 636-40001 | <p><u>Special Structure (10' MH)</u></p> <p>Shall include all labor, materials, equipment, and incidentals required for the Contractor to install the manhole structure shown in the plans.</p> <p>These items will be measured and paid according to the Engineering Division General Provisions and Standard Specifications Section 638 B (Each).</p>                   |
| 705-10000 | <p><u>Reconnect Sanitary Sewer Services</u></p> <p>Shall include all costs for furnishing and handling pipe, augering, excavation, bedding, laying, dewatering, sheeting and shoring, backfilling, utility repair, and miscellaneous associated work required to reconnect existing sanitary sewer service lines.</p> <p>This item will be measured and paid as each.</p> |

C. Water Line Construction Bid Items

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|           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 220-10100 | <u>Abandon Waterline (12-inch and Smaller)</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|           | <p>Shall include all costs for all excavation, utility repair, dewatering, thrust blocking, CLSM fill, end caps, and miscellaneous associated work required to abandon in-place water main of sizes listed. Includes removal or importation of excess material.</p>                                                                                                                                                                                                                                                 |
|           | <p>This item will be measured and paid as linear feet of main abandoned, from center to center of fittings with no deductions for fittings or valves.</p>                                                                                                                                                                                                                                                                                                                                                           |
| 220-10101 | <u>Water Service Abandonment (STA.208+88)</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|           | <p>Shall include all labor, materials, equipment, and incidentals required to complete the work described in the construction drawings.</p>                                                                                                                                                                                                                                                                                                                                                                         |
|           | <p>This item will be paid as lump sum.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 717-16100 | <u>Water Line Lowering</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|           | <p>Shall include all costs for joints, fittings, specials, pipe, excavation, bedding, if required, carefully placed backfill to depth of one foot over top of pipe, remaining backfill with job excavated material, sheeting and shoring, utility repair, dewatering, thrust blocking, testing, disinfection, connections to existing system, and miscellaneous associated work required to install a waterline water main lowering. Includes removal, transporting, and disposal of excess excavated material.</p> |
|           | <p>This item will be measured and paid as each lowering installed.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                              |

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717-16009 16-Inch DR 9.0 HDPE Water Line

717-12609 12-Inch DR 9.0 HDPE Water Line

717-08009 8-Inch HDPE Water Line

717-06009 6-Inch HDPE Water Line

712-12001 12-Inch DIP Water Line

Shall include all costs for joints, fittings, specials, pipe, excavation, bedding, if required, carefully placed backfill to depth of one foot over top of pipe, remaining backfill with job excavated material, sheeting and shoring, utility repair, dewatering, thrust blocking, testing, disinfection, connections to existing system, and miscellaneous associated work required to furnish and install water main of sizes and materials listed. Includes removal, transporting, and disposal of excess excavated material.

This item will be measured and paid as linear feet along center line of main as placed, from center to center of fittings with no deductions for fittings or valves.

731-16023 16-Inch Butterfly Valve

735-12019 12-Inch Gate Valve

735-08019 8-Inch Gate Valve

735-06019 6-Inch Gate Valve

735-04019 4-Inch Gate Valve

Shall include all costs of furnishing and installing with or without valve boxes, as required, various sizes of valves complete in place along with special tools.

This item will be measured and paid as each.

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741-06000 6-Inch Fire Hydrant Assembly (Complete in Place)

Shall include all costs for the valves, hydrant, joints, fittings, specials, pipe, excavation, bedding, if required, carefully placed backfill to depth of one foot over top of pipe, remaining backfill with job excavated material, sheeting and shoring, utility repair, surface restoration, dewatering, thrust blocking, testing, disinfection, connections to new watermain, and miscellaneous associated work required to furnish and install fire hydrant service of sizes and materials listed. Includes removal, transporting, and disposal of excess excavated material.

This item will be measured and paid as each.

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745-20000 Water Service (Complete in Place) ( $\leq 2''$ )

Shall include all costs for pipe, fittings, connections, corporation stops, curb stop, stop box, pipe excavation, backfill, and select backfill.

This item will be measured and paid as linear feet along line of pipe from center of main to end of service.

END OF SECTION



## **SCHEDULE H – STORMWATER MANAGEMENT PLAN**

**SEE BIDNET FOR PLAN**



**SCHEDULE I – GEOTECHNICAL REPORT**

**SEE BIDNET FOR REPORT**





## **SCHEDULE J – WATERLINE PLANS**

**SEE BIDNET TO DOWNLOAD PLANS**