



400

INVITATION FOR BID
Construction

B19-T110AM

Date Issued: JUNE 11, 2019

**VERDE DR BRIDGE
REPLACEMENT (PHASE 1)**

**THE CITY OF COLORADO SPRINGS & PIKES PEAK
RURAL TRANSPORTATION AUTHORITY (PPRTA)**

The City of Colorado Springs hereby solicits Unit Price Bids, as detailed in this Invitation for Bids (IFB), for Verde Dr Bridge Replacement (Phase 1)

This IFB is posted to Rocky Mountain E-Purchasing as well as the City's Contract Management Program – Bonfire.

SUBMITTALS FOR THIS PROJECT WILL BE ACCEPTED ON THE BONFIRE PROCUREMENT PLATFORM.

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

<https://coloradospringsgov.bonfirehub.com/login>

Bonfire Support

<https://bonfirehub.zendesk.com/hc/en-us>

Bid opening will be held at 107 N. Nevada Suite 125 (City Hall)

SECTION I – BID INFORMATION

1.0 BID INFORMATION

Section I provides general information to potential Bidders, such as bid submission instructions and other similar administrative elements. This Invitation for Bid (IFB) is available on Rocky Mountain E-Purchasing System (www.rockymountainbidsystem.com) and on the Bonfire Website (<https://coloradospringsgov.bonfirehub.com>). All addenda or amendments shall be issued through the Rocky Mountain E-Purchasing System.

1.1 SPECIAL TERMS

Please note the following definitions of terms as used herein:

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

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

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

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

The term “Project” refers to Verde Dr Bridge Replacement (Phase 1).

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

1.2 BID ISSUE DATE

Invitation for Bid (IFB) Number B19-T110AM is being issued and posted on www.bidnetdirect.com on June 11, 2019.

1.3 SUBMISSION OF BIDS

A. Bids are to be submitted electronically on the Bonfire Procurement Platform (<https://coloradospringsgov.bonfirehub.com>).

B. Bids shall be received on or before: Tuesday, July 23, 2019, 2:00 PM and a public opening will be held at this time at City Hall 107 N. Nevada Suite 125.

- A. Bid bond is required if total bid exceeds \$50,000.00. (Also see 1.22)
- B. The cost of Bid preparation is not a reimbursable cost. Bid preparation shall be at the Bidder's sole expense and is the Bidder's total and sole responsibility.

1.4 PRE-BID CONFERENCE

A pre-bid conference will be held on Thursday, June 27, 2019 at 2:00 PM at 107 N. Nevada Suite 125. This meeting is not mandatory.

1.5 LATE BIDS/LATE MODIFICATIONS OF BIDS

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

1.6 MISTAKES IN BIDS - CONFIRMATION OF BID

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

1.7 PROCUREMENT RULES AND REGULATIONS

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

1.8 MINOR INFORMALITIES/IRREGULARITIES IN BIDS

- A. A minor informality or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a Bid or variation of a Bid from the exact requirements of the invitation that can be

corrected or waived without being prejudicial to other Bidders. The defect or variation is considered immaterial when the effect on price, quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the goods and/or services being acquired.

B. If the City Procurement Services Division determines that a Bid submitted contains a minor informality or irregularity, then the Procurement Services Manager shall either give the Bidder an opportunity to cure any deficiency resulting from the minor informality or irregularity or waive the deficiency, whichever is to the advantage of the City. In no event will the Bidder be allowed to change the Bid amount. Examples of minor informalities or irregularities include but are not limited to the following:

(1) Bidder fails to sign the Bid, but only if the unsigned Bid is accompanied by other material evidence, which indicates the Bidder's intention to be bound by the unsigned Bid (such as Bid security, or signed cover letter which references the Bid Number and amount of Bid).

(2) Bidder fails to acknowledge an Amendment, although this may be considered a minor informality only if the Amendment, which was not acknowledged, involves only a matter of form or has either no effect or merely a negligible effect on price, quantity, quality, or delivery of the item or services bid upon.

1.9 REJECTION OF BIDS

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

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

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

- (1) Protects against future changes in conditions, such as increased costs, if total possible costs to the City cannot be determined. This includes failure to completely fill out required bid schedule.
 - (2) Fails to state a price and indicates that price shall be “price in effect at time delivery”.
 - (3) States a price but qualifies it as being subject to “price in effect at time of delivery”.
 - (4) Takes exceptions to the IFB terms and conditions.
 - (5) Inserts the Bidder’s terms and conditions.
 - (6) Limits the rights of the City under any Contract/Invitation for Bid clause.
- E. Any Bid in which the price is considered to be unreasonable or is over budget.
- F. Any Bid if the prices are determined to be unbalanced.
- G. Bids received from any person or contractor that is suspended, debarred, proposed for debarment, or under investigation for fraud, including failure to pay federal, state, local or city taxes.
- H. When a bid guarantee is required and the bidder fails to furnish the guarantee in accordance with the requirements of the IFB.
- I. Low Bids received from bidders who are determined to be non-responsible in accordance with the City’s Procurement Rules and Regulations.
- J. Any Bid that was prepared and submitted by a vendor who has been determined by the Procurement Services Manager to have an unfair advantage over other Bidders. Examples of an unfair advantage include, but are not limited to, the following:
- (1) A previous or prior employee who in the last six (96) months was directly involved in the design or specification preparation of the competed procurement.
 - (2) A vendor who was directly involved in design or specification preparation of the competed project either for pay or voluntarily.

1.10 ESTIMATED QUANTITIES

If the Bid Form (Schedule A) herein contains estimated quantities, this provision is applicable. The quantities listed for each of the items in the Bid Form are only

estimated quantities. Contractors are required to bid a firm unit price for each item specified. The actual quantities ordered may fluctuate up or down. The unit prices proposed by each Bidder will remain firm and will not be re-negotiated if the estimated quantities are not met or are exceeded. This clause will take precedence over any/all other estimated quantity clauses that conflict with this clause.

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

1.11 NUMBER OF COPIES

Bidders shall submit one electronic copy on the Bonfire Procurement Platform (<https://coloradospringsgov.bonfirehub.com>). Upon submission, all Bid documents shall become and remain the property of the City.

1.12 IDENTIFICATION OF BID

Bids must be submitted to the Bonfire Procurement Platform (<https://coloradospringsgov.bonfirehub.com>).

Bid No.: B19-T110AM Verde Dr Bridge Replacement (Phase 1)
Due Date & Time: July 23, 2019 2:00 PM

1.13 SALES TAX

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

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

The Offeror and all subcontractors shall include in their Offer City of Colorado Springs Sales and Use Tax on the work covered by the offer, and all other applicable taxes. Any increase in applicable sales or use tax occurring after the

contract has been let shall be borne by the contractor and not passed through to the City.

Forms and instructions can be downloaded at the City of Colorado Springs Website. 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

1.14 PREPARATION OF BID OFFER

- A. Bidders are expected to examine the drawings, specifications, bid documents, proposed contract forms, terms and conditions, and all other instructions and solicitation documents. Bidders are expected to visit the job-site to determine all requirements and conditions that will affect the work. Failure to do so will not relieve a Bidder from their responsibility to know what is contained in this Invitation for Bid, or site conditions affecting the work.
- B. The Bidder certifies that it has checked all of its figures and understands that the City will not be responsible for any errors or omissions on the part of the Bidders in preparing its Bid.
- C. All items, (unless the invitation specifically states otherwise) including any additive or deductive alternates on the Bid Form, must be completely filled out or the Bid will be determined non-responsive and ineligible for consideration for award.
- D. The Bidder declares that the person or persons signing this Bid is/are authorized to sign on behalf of the firm listed and to fully bind the Bidder to all the requirements of the IFB.
- E. The Bidder certifies that no person or firm other than the Bidder or as otherwise indicated has any interest whatsoever in the Bid or the contract that may be entered into as a result of the Bid and that in all respects the Bid is legal and firm, submitted in good faith without collusion or fraud.
- F. By submitting a Bid the Bidder certifies that it has complied and will comply with all requirements of local, state, and federal laws, and that no legal requirements have been or will be violated in making or accepting this Bid. Bidders are expected to review the City's Procurement Rules and Regulations, which will be used when determining whether a Bidder is responsive and responsible and awarding contracts in the best interest of the

City.

- G. If there is a discrepancy between the unit price and the total price, the unit price shall be used to determine the applicable total price. Bidders are responsible for including profit and overhead associated with the project when determining their unit prices.

1.15 BASIS OF AWARD

- A. The City of Colorado Springs intends to award a contract to the lowest responsive and responsible Bidder whose Bid meets the requirements and the criteria set forth in the Invitation for Bids and is determined to be in the best interest of the City.
- B. The City reserves the right to reject any or all Bids and to waive informalities and/or irregularities in a Bid. Whether or not a contract is awarded as a result of this Invitation for Bid, as stated above, Bid preparation costs are not reimbursable.
- C. Total Bid will be evaluated and awarded as follows: It is the City's intent to award this bid based on the TOTAL BASE BID, not on a line item by line item basis.

1.16 PERIOD OF ACCEPTANCE

The Bidder agrees that its Bid shall remain open for acceptance by the City for a period of sixty (60) calendar days from the date specified in the IFB for receipt of Bids.

1.17 CONTRACT AWARD

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

1.18 NOTICE TO PROCEED

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

1.19 AMENDMENTS TO THE SOLICITATION

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

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

1.20 EXPLANATIONS TO PROSPECTIVE OFFERORS

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

1.21 QUESTIONS AND OTHER REQUESTS FOR INFORMATION

All questions shall be submitted in writing to the following Contract Specialist. All questions must be submitted by email and must be received no later than **2:00 PM TUESDAY, July 9, 2019.**

All questions shall be directed to:
(Contract Specialist) **Alyssa Mendelsohn**
Alyssa.Mendelsohn@ColoradoSprings.gov

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

1.22 SECURITY REQUIREMENTS

A. Bid Security

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

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

- (1) For contracts in excess of \$50,000, the Contractor shall furnish to the City each of the following: a Performance Bond, a Labor and Materials Payment Bond, and a Maintenance Bond. Each such bond shall be in the amount of one hundred percent (100%) of the contract price. Bonds shall be submitted within ten (10) calendar days after notification of award of a Contract. The cost of all bonds shall be included in Contractor's Bid.
- (2) Bonds shall:
 - a) Be for the full amount of the Contract price.
 - b) Guarantee the Contractor's faithful performance of the work

under the Contract, and the prompt and full payment for all labor and materials involved therein.

- c) Guarantee protection to the City against liens of any kind.
- d) Be from a surety company operating lawfully in the state of Colorado and accompanied by an acceptable "Power-of-Attorney" form attached to each bond copy.
- e) Be issued from a surety company that is acceptable to the City.
- f) Be submitted using the forms in the Exhibit section of this IFB or such forms as are approved by the City Attorney's Office.

1.23 SPECIFICATIONS AND DRAWINGS

No Fee solicitations: Specifications and Drawings are normally included in the IFB. If Specifications and Drawings are too large to be included in the IFB, all interested Bidders may obtain one copy of the Project Specifications and a set of the Project Drawings for use in preparing Bids from the City Procurement Services Division office. If the Bidder requires additional sets, it is the Bidder's responsibility to duplicate any additional copies, at its own expense.

1.24 TYPE OF CONTRACT

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

1.25 F.O.B. DESTINATION

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

1.26 BID RESULTS

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

1.27 APPROPRIATION OF FUNDS

A. In the event funds are not appropriated in whole or in part sufficient for performance of the City's obligations under this IFB, or appropriated funds may not be expended due the City Charter spending limitations, then the City, without compensation to Bidders, may terminate or cancel this IFB or not award any contracts under this IFB.

B. In accordance with the Colorado Constitution and City Charter, performance of the City's obligations under any resultant Contract will be expressly subject to appropriations of funds by the City Council, and, in the event the budget or other means of appropriation for any year of the Contract fails to provide funds in sufficient amounts to discharge such obligations, such failure (i) shall act to terminate the Contract at such time as the then-existing and available appropriations are depleted, and (ii) neither such failure nor termination shall constitute a default or breach of the Contract, including any sub-agreement, attachment, schedule, or exhibit thereto, by the City.

1.28 PERIOD OF PERFORMANCE

The Contractor shall complete all work within the period of performance of **August 19, 2019 – April 30, 2020**. The Contractor will start work promptly after receipt of the Notice to Proceed and Pre-Construction meeting and continue to work diligently until all work is completed and accepted by the City.

1.29 BID DOCUMENTS

The following comprise this Invitation for Bid.

Schedule A – Bid Form
Schedule B – General Construction Terms and Conditions
Schedule C – Special Construction Terms and Conditions
Schedule D – Special Specifications
Schedule E – Technical Specifications
Schedule F – Measurement and Payment
Schedule G – Scope of Work
Schedule H – Construction Plan Set
Schedule I – Erosion Control Plan Set
Schedule J - Exhibits

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

Schedule A – Bid Form
Exhibit 2 – Minimum Insurance Requirements Form
Exhibit 3 – Qualification Statement
Exhibit 4 – Representations and Certifications
Exhibit 5 – Bid Bond, if applicable (see 1.23)
Acknowledged Addendums, if issued

SECTION II – SCHEDULES

- Schedule A – Bid Form
- Schedule B – General Construction Terms and Conditions
- Schedule C – Special Terms and Conditions
- Schedule D – Special Specifications
- Schedule E – Technical Specifications
- Schedule F – Measurement and Payment
- Schedule G – Scope of Work
- Schedule H - Construction Plan Set
- Schedule I – Erosion Control Plan Set
- Schedule J - Exhibits

SCHEDULE A -- BID FORM (TO BE COMPLETED ON BONFIRE WEBSITE)

SCHEDULE B – GENERAL CONSTRUCTION TERMS AND CONDITIONS

GENERAL CONSTRUCTION TERMS AND CONDITIONS

SECTION 100 DEFINITIONS AND TERMS

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

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

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

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

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

City The City of Colorado Springs, Colorado.

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

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

Contractor	The person, persons, firm, or corporation to whom a Contract is awarded by the City and who is subject to the terms of said Contract. Contractor shall include the agents, employees, workmen, subcontractors and any assignees of said Contract.
Engineer	An engineer of the City of Colorado Springs.
Notice	<p>Any written notice served pursuant to the terms of the Contract. Notice shall be deemed to have been duly served if delivered in person or by registered mail to:</p> <p>The Project Manager assigned to the Contract, City of Colorado Springs, City Engineering, 30 South Nevada Ave., Room 403, Colorado Springs, CO 80903.</p> <p>Notice to the Contractor will be to the Authorized Representative of the Contractor at the site of the Project in person; or by registered mail to the Contractor's principal place of business as indicated in the Contractor's proposal certifications; or as to the Surety on the performance bond by registered mail to the Surety at the home office of such surety.</p>
Plans	The drawings, or reproductions, provided by the City that show the location, character, dimensions, and details of the work to be done.
Project Manager	An individual representing the City responsible for managing and oversight of the Contract. .
Project	The entire improvement outlined in the Scope of Services which is to be constructed in whole or in part pursuant to the Contract.
Subcontractor	A person, firm, or corporation, other than the Contractor, supplying labor or materials, or both, or equipment furnished at the site of the project under an Agreement with the Contractor.
Surety	The person, firm, or corporation that has executed as surety the Contractor's Proposal, Performance, Payment and Maintenance Bonds.
Work	Work performed under the Contract.

Working Days

Days of the week, not including weekends and City holidays, unless otherwise stated.

SECTION 101 CONTRACT DOCUMENT INTERPRETATION

101.00 INTENT OF CONTRACT DOCUMENTS

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

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

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

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

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

101.01 SPECIAL PROVISIONS, SPECIAL SPECIFICATIONS

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

101.02 STANDARD MANUFACTURER

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

101.03 "OR EQUAL" CLAUSE

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

SECTION 102 COMPLIANCE WITH LAWS

102.00 PUBLIC IMPROVEMENT ASSESSMENT

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

102.01 ALL LEGAL PROVISIONS INCLUDED

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

102.02 LICENSES AND PERMITS

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

SECTION 103 AWARD AND EXECUTION OF CONTRACT

103.00 CONTRACT EXECUTED

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

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

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

103.01 VERBAL AGREEMENTS

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

103.02 CONTRACT SECURITY

The Contractor shall furnish good and sufficient Performance, Labor and Material Payment and Maintenance Bonds on the form attached hereto in an amount not

less than the full amount of the Contract price as security for the faithful performance of the Contract, for the payment of all persons performing labor and furnishing material in connection with the work, and for all guarantees of materials and workmanship required in the Contract. If at any time during the continuance of the Contract a surety on the Contractor's bond or bonds becomes irresponsible, as determined in the City's sole and absolute discretion, the City shall have the right to require additional and sufficient sureties which the Contractor shall furnish within ten (10) days after written notice to do so. Any additional surety bonds shall cover the entire original Contract amount and any increases thereto.

103.03 INDEPENDENT CONTRACTOR

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

SECTION 104 THE CONTRACT: FOLLOWING EXECUTION

104.00 MATERIALS

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

104.01 SCHEDULE

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

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

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

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

- (a) Methods Statement. A Methods Statement shall be prepared for the prominent features listed in the Contract Documents, and for any feature

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

1. Feature: Name of the feature;
2. Responsibility: Contractor, subcontractor, supplier, utility, etc. responsible for the feature;
3. Procedures: Procedures to be used to complete the work. The procedure to be used shall include general information regarding methods such as forming, excavation, pouring, heating and curing, backfill and embankment, trenching, protecting the work, etc. When separate or different procedures are to be employed by the Contractor due to seasonal or Project phasing requirements, such differing procedures shall be described in the procedure statement;
4. Production Rates: The planned quantity of work per day for each feature;
5. Labor Force: The labor force planned to do the work;
6. Equipment: The number, types, and capacities of equipment planned to do the work;
7. Work Times: The planned time for the work to include:
 - (a) number of work days per week
 - (b) number of shifts per day
 - (c) number of hours per shift

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

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

The progress schedule shall include as a minimum the prominent features of this Project as listed in the Contract Documents. The progress schedule shall include all activities for all work on the Project, including subcontracted work, delivery dates for critical material, submittal and review periods, milestone requirements and no work periods. Where the

Project has specific phases, each phase shall be described separately for each applicable prominent feature.

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

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

1. 90-Day Schedule. The 90-Day Schedule shall provide all necessary detail for procurement, construction and submittal activities required during the first 90 days of the Period of Performance. This submittal shall include a Time Scaled Logic Diagram.
2. Project Schedule, as described above.

The Project Schedule shall cover the entire Period of Performance.

3. Schedule Updates. The Contractor shall update the 90-Day Schedule or the Project Schedule to reflect actual construction progress of all work activities on the project. Updates shall show the previous 30 days progress and a 60-day projection for all work started, completed, or in progress during this three month window.

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

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

- (c) Bar Chart. The Bar Chart shall be time scaled and shall show the following:

1. The prominent features, as listed in the Contract Documents.

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

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

(d) Project Coordination. The Contractor shall coordinate and schedule its work to include anticipated utility work. Various City and private utility entities may be working to install and/or inspect their utilities within the Project area. Reasonable delays should be expected for utility lowering, relocations and placement. These delays shall not be reason for granting any monetary change or performance time alteration to the Contract. As a minimum, the Contractor's Project Schedule shall reflect coordination with the following:

1. City of Colorado Springs City Engineering Division
2. City of Colorado Springs Traffic Engineering Division
3. Colorado Springs Utilities (water, wastewater, gas, electric)
4. City of Colorado Springs Parks, Recreation and Cultural Services Department
5. Private Utility and Telecommunication Companies

(e) Contractor Early Finish or Voluntary Acceleration. Early finish or voluntary acceleration of the schedule by the Contractor is acceptable provided:

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

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

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

If it is determined that a revision to the Project Schedule is required, it shall be provided to the Project Manager for review within 15 Calendar Days of Contractor receiving written notification of the requirement from the Project Manager. The Project Manager's review of the revised schedule will not exceed

5 working days. Revisions required as a result of the Project Manager's review shall be submitted within 5 working days. When accepted by the Project Manager in writing, the revised schedule shall become the Project Schedule.

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

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

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

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

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

104.02 SCHEDULE OF VALUES

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

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

104.03 SURVEYS

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

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

104.04 SUBCONTRACTS

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

The calculation of the percentage of subcontracted work shall be based on the Contract unit prices rather than subcontract unit prices. Proportional value for a subcontracted partial Contract item will be verified by the Project Manager. For the purpose of calculating the value of subcontracted work, the cost of procuring materials and manufactured products can be included in either the Contract or subcontract. However, when a firm both sells material to a Contractor and performs the work of incorporating the materials into the Project, these two phases shall be considered in combination and as constituting a single subcontract.

The Contractor shall as soon as practical after signing the Contract notify the Project Manager in writing, giving the names and qualifications, of all subcontractors proposed to do work on the Project within fifteen (15) business days of notice of award. The City shall have the right to reject subcontractors who are debarred or suspended from doing business with the federal government, State government, or the City of Colorado Springs. The Contractor shall notify the Project Manager of each subcontract he awards, giving:

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

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

104.05 OTHER CONTRACTS

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

SECTION 105 CONSTRUCTION SITE

105.00 LANDS TO BE USED FOR WORK

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

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

indemnify and hold the City harmless from any claims or losses related to Contractor trespassing.

105.01 STORAGE OF MATERIALS

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

105.02 LOADING OF STRUCTURES

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

105.03 SANITARY PROVISIONS

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

105.04 ACCIDENT PREVENTION

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

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

Notwithstanding the foregoing, the City reserves the right to direct the Contractor to stop work and correct an unsafe condition at any time that any person present

at the job site identifies any unsafe condition or action. For this purpose only, any person at the job site is authorized to act on behalf of the City, but such intermittent delay shall not be grounds for an increase in the Contract price or schedule.

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

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

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

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

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

105.05 PROTECTION OF THE PUBLIC WORKS AND PROPERTY

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

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

The Contractor will be responsible for any and all damage to property, public or private, that may be caused by its operations in the performance of this Contract,

and the Contractor shall defend any suit that may be brought against itself or the City on account of damage inflicted by its operations, and shall pay any judgments awarded to cover such damage and shall indemnify the City for any losses arising out of such damage or related claims.

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

105.06 PUBLIC ROADS

The Contractor in executing the work on this Project shall not unnecessarily impede or interfere with traffic on public highways or streets. Detours, including surfacing, guard rails, temporary bridges and culverts, as may be shown on the drawings, or ordered by the Project Manager to accommodate the general public, residents adjacent to the improvements, and the United States mail shall be provided and maintained by the Contractor in a good workmanlike manner. Any call out of City Barricade Crews shall be charged to and paid for by the Contractor.

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

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

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

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

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

105.07 PROTECTION OF EXISTING CURBS, GUTTERS AND DRIVEWAYS

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

105.08 PROTECTING AND REMOVING PLANTINGS

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

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

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

105.09 PUBLIC CONVENIENCE AND SAFETY

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

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

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

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

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

105.10 FAILURE TO MAINTAIN SAFE SITE

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

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

105.11 EROSION AND DRAINAGE CONTROL

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

The Contractor shall prevent the pollution of drains and watercourses by sanitary waste, sediment, debris or other substances resulting from this work. Contractor

shall be required to clean up and isolate such materials on a continuing basis to prevent risk of washing into such drainage ways.

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

105.12 POLLUTION

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

105.13 TEMPORARY CONSTRUCTION

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

105.14 TEMPORARY WATER SUPPLY

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

105.15 TEMPORARY ELECTRICITY

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

105.16 TEMPORARY HEAT

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

105.17 TEMPORARY ENCLOSURES

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

105.18 CLEAN-UP

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

SECTION 106 ROYALTIES, PATENT INFRINGEMENTS, SPECIAL LICENSES AND PERMITS

106.00 ROYALTIES AND PATENTS

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

SECTION 107 WORK PROVISIONS AND RULES

107.00 COMMENCEMENT AND COMPLETION OF WORK

- (a) Preconstruction Conference. After issuance of Notice to Proceed, or as otherwise established by the City, a preconstruction conference ("Preconstruction Conference") shall be held for review of the construction schedule, Contractor's written list of subcontractors and suppliers, written list of all required permits, project contracts, utility support plan, water control plan, Traffic Control Supervisor name and telephone number, gradations, test results, certifications, review procedures for handling shop drawings and other submittals, processing applications for payment, and other pertinent items.
- (b) At the Preconstruction Conference, the Contractor shall furnish the Project Manager a written list of all permits required for the proper completion of the Contract. The list shall clearly identify the type of permit or permits that must be obtained before work on any particular phase or phases of work can be started.
- (c) The Contractor shall commence work within ten (10) Calendar Days of the date specified on the Notice to Proceed and complete the Contract within the number of Calendar Days or by the date specified in the proposal form. Unless otherwise noted in the Contract, the number of days are Calendar Days.
- (d) The dates fixed for commencement and completion of the work may be extended by the Project Manager. All requests for extension of time by the Contractor shall be made in writing to the Project Manager and shall set forth the reasons for such requests. The Project Manager may fix the period of extension, if any. In addition, the Project Manager may grant a period of extension upon an execution of a Change Order. Any Project Manager's decision on extensions of time shall be binding upon the

parties hereto. Requests for extension of time received twenty (20) or more days after the occurrence of the delay will not be honored. No requests for extension of time shall be honored if submitted after the completion date.

- (e) If satisfactory execution and completion of the Contract shall require work or materials in greater amounts or quantities other than those set forth in the Contract, then the Contract time may be adjusted at the time of the execution of the Change Order. No allowance will be made for delays or suspension of the prosecution of the work due to the fault of the Contractor.

107.01 FAILURE TO COMPLETE WORK ON TIME, LIQUIDATED DAMAGES

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

Original Contract Amount	Amount of Liquidated Damages Per Day
Less than \$50,000	\$300.00
\$50,000 to \$100,000	\$500.00
\$100,000 to \$500,000	\$700.00
\$500,000 to \$1,000,000	\$900.00
Over \$1,000,000	\$1500.00

107.02 WORK IN BAD WEATHER

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

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

107.03 EXCUSABLE DELAYS

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

- A. Acts of God or of the public enemy,
- B. Acts of the government in either its sovereign or Contractual capacity,
- C. Acts of another contractor in the performance of a contract with the government,
- D. Fires,
- E. Floods,
- F. Epidemics,
- G. Quarantine restrictions,
- H. Strikes of employees other than Contractor's employees,
- I. Freight Embargos,
- J. Unusually severe weather, or
- K. Delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers.

107.04 COMPENSATION FOR COMPENSABLE DELAYS

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

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

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

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

107.05 EMERGENCY WORK

In an emergency affecting the safety of life or of the work or of adjoining property, the Contractor is, without special instructions or authorization from the Project Manager, hereby permitted to act at Contractor's discretion to prevent such

threatening loss or injury. Contractor shall also act, without appeal, if so authorized or instructed by the Project Manager. Any reasonable compensation claimed by the Contractor on account of emergency work shall be determined by mutual agreement or in accordance with the Changes provision of this Contract.

107.06 VALUE ENGINEERING CHANGE PROPOSALS BY THE CONTRACTOR

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

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

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

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

- (a) VECPs that will be considered are those that would produce savings to the City or provide improved Project quality without impairing essential functions and characteristics of the Project. Essential functions include but are not limited to: service life, economy of operation, ease of maintenance, desired appearance, safety, and impacts to the traveling public or to the environment during and after construction.
- (b) *Submittal of Conceptual Proposal.* For VECPs that require a significant amount of design or other development resources, the Contractor may submit an abbreviated conceptual proposal for preliminary evaluation. The Project Manager will evaluate the information provided and advise the Contractor if any conditions or parameters of the conceptual proposal are found to be

grounds for rejection. Preliminary review of a conceptual proposal reduces the Contractor's risk of subsequent rejection but does not commit the City to approval of the full VECP. The following information shall be submitted for each conceptual proposal.

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

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

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

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

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

1. The Project Manager will determine if a VECP qualifies for consideration and evaluation. The Project Manager may reject any VECP that requires excessive time or costs for review, evaluation, or investigations. The Project Manager may reject proposals that are not consistent with the City's design policies and criteria for the Project.
2. VECPs, whether or not approved by the City, apply only to this Contract and become the property of the City. VECPs shall contain no restrictions imposed by the Contractor on their use or disclosure. The City has the right to use, duplicate and disclose in whole or in part any data necessary for the utilization of the Proposal. The City retains the right to utilize any accepted VECP or part thereof on other projects without obligation to the Contractor. This provision is subject to rights provided by law with respect to patented materials or processes.
3. If the City is able to demonstrate that it is already considering certain revisions to the Contract, prior to receipt of the VECP, or has approved

certain changes in the Contract for general use that are subsequently proposed in a VECP, the Project Manager will reject the VECP and may proceed to implement these changes without obligation to the Contractor.

4. The Contractor shall have no claim against the City for additional costs or delays resulting from the rejection or untimely acceptance of a VECP. These costs include but are not limited to: development costs, loss of anticipated profits, increased material or labor costs, or untimely response.
 5. VECP will be rejected if equivalent options are already provided in the Contract.
 6. VECP that only reduce or eliminate Contract pay items will be rejected.
 7. The savings generated by the VECP must be sufficient to warrant a review and processing, as determined by the Project Manager.
 8. A VECP changing the type or thickness of the pavement structure or changing the design of a bridge will be rejected.
 9. Additional information needed to evaluate VECPs shall be provided in a timely manner. Untimely submittal of additional information will result in rejection of the VECP. Where design changes are proposed, the additional information shall include results of field investigations and surveys, design and computations, and changed plan sheets required to develop the design changes.
- (e) *Payment.* If the VECP is accepted, the changes and payment will be authorized by a Change Order. Reimbursement will be made as follows:
1. The changes will be incorporated into the Contract by changes in quantities of unit items, new agreed unit price items, or both, as appropriate, under the Contract.
 2. The Price of the contract will be revised to reflect the changes in the VECP. The City will pay the Contractor 50 percent of the savings to the City upon completion of the Project. The savings to the City shall be the difference between the cost of the revised work and the cost of the related construction required by the original Contract computed at Contract prices.
 3. Costs incurred by the Contractor for development, design, and implementation of the VECPs will not be reimbursed.
 4. When work performed under an approved VECP is modified to fit field or other conditions, the maximum amount paid for the work will be limited to that which would have been paid if the work had been performed under

the original Contract provisions. The rejection or limitation of reimbursement shall not constitute the basis of any claim against the City for delay or for other costs except as allowed under the original Contract.

107.07 AUTHORITY OF THE PROJECT MANAGER

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

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

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

107.08 DUTIES OF THE INSPECTOR

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

107.09 CONSTRUCTION OBSERVATION AND INSPECTION

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

All equipment, material, and articles incorporated into the work covered by this Contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this Contract. The Project Manager shall

have the right to reject materials and workmanship, which are defective, or require their correction. Rejected workmanship shall be satisfactorily corrected and rejected materials shall be removed from the premises and replaced without charge to the City. If the Contractor does not correct such rejected work and remove rejected materials within a reasonable time fixed by written notice, the City may remove them and charge the expense to the Contractor.

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

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

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

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

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

107.10 CONTRACTOR COOPERATION

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

- (a) Workmen, Methods and Equipment: Permission from the Project Manager to use any particular methods, equipment or appliances shall not be so construed as to relieve the Contractor from furnishing other equipment or appliances or adopting other methods when those in use prove unsatisfactory to the Project Manager, or as to bind the Project Manager to accept work which does not comply with the Contract.

107.11 CONTRACTOR'S RESPONSIBILITY FOR WORK

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

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

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

107.12 PROTECTION OF UTILITIES

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

The City does not warrant any survey work or location of utilities or other underground apparatuses whether performed by the City, its agent, or an independent contractor. Contractor understands and agrees any survey or

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

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

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

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

Any information concerning underground utilities shown on the drawings is intended to be merely an aid to the Contractor. The accuracy of information with respect to underground utilities is not guaranteed. The Contractor shall make their own investigation, including exploratory excavations, to determine the locations and type of existing mains or service laterals or appurtenances when their presence can be inferred from the presence of other visible facilities, such

as building, manholes, inlets, meters and junction boxes, on or adjacent to the site of the work. If the Contractor discovers utility facilities not identified in the plans or specifications or in a position different from that shown in the plans and specifications, the Contractor shall immediately notify, verbally and in writing, the Project Manager and Owner of the utility facility.

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

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

Where alterations or moving of utilities is not required to permit construction of the project, the Contractor shall take such measures as the Project Manager may direct to properly protect these utilities throughout his construction operations and shall cooperate at all times with the proper authorities and/or owners in maintaining service of railroads, conduits, pole lines, transmission lines, pipe lines, sewers, etc., affected by this project.

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

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

(a) Existing Utilities

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

(b) Utility Support Systems:

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

(c) Electric Utility Installation:

A. Any electric facilities unless otherwise noted are to be relocated or modified by Colorado Springs Utilities. The Contractor shall coordinate the work with Colorado Springs Utilities and Colorado Springs Utilities Contractor.

B. Light Pole Installation or Relocation:

a. The Contractor is responsible for coordinating with Colorado Springs Utilities, removing existing light pole foundations, constructing new light pole foundations, installing new conduits, and installing lighting junction boxes. The Contractor is responsible for coordinating with Colorado Springs Utilities for the de-energizing and removal of existing light poles.

b. Colorado Springs Utilities will remove the existing light standards, reset the light standards upon completion of the new foundations, conduit and junction boxes, pulling wire, and beginning operations of the lighting within the project limits. The Contractor is responsible for scheduling and coordination with Colorado Springs Utilities crews for reinstallation and re-energizing completed light poles.

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

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

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

107.13 FEDERAL FUNDS

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

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause
2. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding a notice advising the labor union or workers representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules,

regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Secretary of Labor, State of Colorado Civil Rights Commission and any other governmental agency entity which may be assisting with the funding under this Contract for purposes of investigation to ascertain compliance with such rules, regulations and orders.

7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any such rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further government Contracts or Federally assisted construction Contracts in accordance with the procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or otherwise provided by law.
8. The Contractor shall include the provisions of Paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the city, state, or any federal governmental entity may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the city, the state, or the United States to enter into such litigations to protect the interests of such governmental entity.

107.14 SUPERINTENDENCE

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

Contract and is subject to removal if so ordered in writing by the Project Manager.

107.15 PREPARATION

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

107.16 STAKING WORK

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

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

107.17 DEVIATION ALLOWED

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

107.18 RIGHT-OF-WAY

The City's right-of-way will in general be adequate for construction purposes. Nothing marked on the drawings shall be interpreted as giving the Contractor exclusive occupancy of the territory provided by the City. The City and its employees for any purpose, and other contractors of the City, for any purpose required by their respective contracts, may enter upon or occupy any portion of the land furnished by the City. When the territory of one contract is a necessary

or convenient means of access for the execution of another contract, such privileges of access or any other reasonable privilege shall be granted by the Contractor to the extent, amount, in the manner and at times necessary. No such joint occupancy or use of the territory shall be made as the basis of any claim for delay or damages.

107.19 SHOP DRAWINGS AND SUBMITTALS

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

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

107.20 RECORD DRAWINGS

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

(a) Drawings:

1. Depths of various elements of foundation in relation to finish floor datum.
2. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements and Project survey control.
3. Location of internal utilities and appurtenances concealed in the construction, referenced to permanent surface improvements and project survey control.
4. Field changes of dimensions and detail.

5. Changes made by Change Order.
6. Details not on original Contract drawings.

(b) Specifications and Addenda:

1. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
2. Changes made by Change Order.

107.21 MATERIALS

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

When required by the Specifications, or when called for by the Project Manager, the Contractor shall furnish for approval full information concerning the materials or articles which he contemplates incorporating in the work. Samples of materials shall be submitted for approval when so directed. Machinery, equipment, materials, and articles installed or used without such approval shall be at the risk of subsequent rejection.

107.22 MATERIAL INSPECTION AT PLANT

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

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

The City reserves the right to retest all materials which have been previously tested or inspected. The retesting may be prior to or after incorporation of the

materials into the work. Those materials inspected and tested after delivery on the Project or after incorporation into the work that do not meet the requirements of the Contract will be rejected and replaced at no additional cost to the City.

107.23 HANDLING MATERIALS

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

107.24 CITY FURNISHED MATERIALS

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

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

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

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

107.25 BUY AMERICA REQUIREMENTS

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

With every steel or iron product that requires pre-inspection, pretesting, certified test results, or certificate of compliance, the Contractor shall provide a certification by each supplier, distributor, fabricator, and manufacturer that has handled the steel or iron product that every process, including the application of a coating, performed on the steel or iron product either has or has not been carried out in the United States of America. These certifications shall create a chain of custody trail that includes every supplier, distributor, fabricator, and manufacturer that handles the steel or iron product. The lack of these certifications will be

justification for rejection of the steel or iron product. Upon completion of the Project, the Contractor shall certify in writing of compliance with this requirement and provide evidence of the Project delivered cost of all foreign steel or iron permanently incorporated into the Project.

107.26 TESTING OF MATERIALS

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

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

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

(a) Requirements for Independent Testing Consultants.

1. Consultants shall comply with "Recommended Requirements for Independent Laboratory Qualifications", latest edition, published by the American Council of Independent Laboratories, and basic requirements of ASTM E-329, "Standards of Recommended Practice for Inspection and Testing Agencies for Concrete, Steel, and Bituminous Materials as Used in Construction", latest edition.
2. The Contractor shall submit to the City for prior approval, the name and address of the proposed testing laboratory with description of personnel, facilities, equipment and other qualification data, including certificate of calibration of applicable testing equipment made by an accredited calibrated agency no more than twelve (12) months prior to submittal date.

(b) Test Reports

1. Testing agency shall be instructed to submit directly to the City three (3) copies of all reports of tests or inspections made, showing compliance, irregularities or deficiencies, identifying Project, date of test, location in Project, applicable specification section, applicable standard(s) for compliance, observations relating to compliance, name and signature of inspector.

(c) Contractor Responsibilities

1. Furnish access to the work, materials, equipment and labor required to accommodate inspections and tests when testing laboratory is retained by the City. In the event retesting of materials or recompaction is necessary because of the failure of the materials or compaction to meet the Project requirements, the cost of said retesting shall be borne by the Contractor. Cost of said retest will be deducted from the final payment amount due the Contractor, or invoiced directly to the Contractor at the City's discretion.

(d) Reliance on Technical Data

Without warranty or representation as to the accuracy or completeness of any information or data, Contractor may rely upon the general accuracy of the "technical data" contained in the reports, specifications and drawings. The "technical data" is identified in the work technical specifications, drawings and reports that are signed and sealed by a registered Professional Engineer, Architect or Landscape Architect in the State of Colorado. Except for the reliance on the general accuracy of the "technical data," Contractor may not rely upon or make any claim against the City with respect to:

1. the accuracy or completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions, and information contained in the reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

107.27 UNANTICIPATED CIRCUMSTANCES

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

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

To the extent unanticipated circumstances arise, Contractor shall follow the procedures and processes set forth herein and, if applicable, the Dispute Resolution provisions of this Contract. Contractor agrees that its failure to follow the processes set forth herein and the Dispute Resolution process shall forever waive, release, and discharge the City from any claim of any kind whatsoever, damages, losses, lawsuits, or demands known or unknown. Additionally, the terms “detail” or “particularity” mean specificity, providing the exact basis and reason therefor with citations to the Contract or Contract Documents. Vague or ambiguous references such as “other matters” or “other costs” shall not be permitted and are not subject to any compensation method whatsoever.

- A. Differing Site Conditions or Changed Conditions: A differing site condition or changed condition means subsurface, latent, or unknown physical site

conditions that are materially different than that which is indicated in the contract and which is not ordinarily encountered and generally recognized in the work provided for in the Contract.

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

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

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

damage, delay, or change in time related to that particular condition which was agreed to and fully resolved as well as any condition and each claim loss, damage, delay, or change in time related to that particular condition which is disputed.

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

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

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

After Contractor fully complies with the provisions in this section and after receiving the written notice, the Project Manager shall promptly investigate the condition and determine whether such matter is a "defective or deficient design plan or document" as defined herein. If the Project Manager determines the matter is a "defective or deficient design plan or document," then a Change Order shall be issued describing the defective

or deficient design plan or document, the correction and compensation method agreed to by the parties. By signing the Change Order, Contractor agrees the City shall be released and fully discharged from any claim whatsoever, loss, damage, request for equitable adjustment, or demand arising from the matters described in the change order. The parties shall also sign Form A of this Contract which describes in detail each condition and each claim, loss, damage, delay, or change in time related to that particular condition which was agreed to and fully resolved as well as any condition and each claim loss, damage, delay, or change in time related to that particular condition which is disputed.

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

- C. Changes in Work and Additional/Extra Work (fixed price contract): When additional information through excavation, testing, site investigation, differing site conditions, or otherwise is obtained the City shall have the right to alter, change the location, re-design, change the work, add to the work, accelerate work, or reduce work, change the method or manner of performance, change services, and/or change materials described in the Contract (collectively "Changed Work").

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

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

request for equitable adjustment, or demand arising from the matters described in Form A.

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

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

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

107.28 DISPUTE RESOLUTION

Mindful of the high cost of litigation, not only in dollars, but also in time and energy, the parties intend to and do hereby establish the following out-of-court alternate dispute resolution procedure to be followed in the event any dispute, claim of any kind, loss, damage, demand, request for equitable adjustment, or controversy should arise out of, or relating to this Contract or relating to any Change Order or other changes or addendums to this Contract. During the dispute resolution procedure provided in this section, Contract shall continue to perform the work as provided for in this Contract as modified by any Change Order or Contract amendment. Nothing in this section precludes the parties from pursuing any other remedy afforded by the laws of the State of Colorado once the remedies afforded under this Contract have been complied with and exhausted.

- A. Disputes Arising from Unanticipated Circumstances: If Contractor disputes, disagrees with, or considers any decision, order, ruling, demand, request, directive, Change Order, or Contract amendment, related to the Unanticipated Circumstances provision of this Contract, and issued by the City, whether verbally or in writing, then Contractor shall:

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

adjustment, or demand arising from or related to the Project Manager's decision, ruling, order, or directive.

4. The City Engineer's or Procurement Services Manager's decision shall be final and conclusive for the City of Colorado Springs. If Contractor disputes, disagrees with, or considers such decision unfair, then Contractor shall be free to pursue any other remedy afforded by the laws of the State of Colorado. If Contractor does not dispute the City Engineer's or Procurement Services Manager's decision, ruling, order, or directive or a compromise is reached, then Contractor shall sign Form A.
 5. Contractor shall pay the City reasonable attorney's fees and costs associated with its failure to comply with any part of this alternate dispute process.
- B. All Other Claims: If a dispute, disagreement, or controversy of any kind, other than those covered in the Unanticipated Circumstances section of this Contract, arises from or is related to the Contract, shall be resolved under the Disputes section in the Contract.

107.29 REMOVAL AND SUSPENSION FOR DEFECTIVE WORK

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

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

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

107.30 CLEANING UP AND FINAL INSPECTION

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

All sewers, conduits, pipes, and appurtenances and all tanks, pump wells, chambers, buildings, and other structures shall be kept clean during construction and as the work or any part thereof approaches completion, the Contractor shall systematically and thoroughly clean and make any needed repairs to them. Contractor shall furnish at Contractor's own expense, suitable tools and labor for removing all water and cleaning out all dirt, mortar, and foreign substances. Any undue leakage of water into the structures such as to make the work, in the opinion of the Project Manager, fall short of first class work, shall be promptly corrected by the Contractor at Contractor's own expense.

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

107.31 CUTTING AND PATCHING

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

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

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

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

107.32 FINAL TESTS

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

107.33 CORRECTION OF WORK AFTER FINAL PAYMENT

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

107.34 NO WAIVER OF LEGAL RIGHTS

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

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

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

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

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

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

107.35 ACCEPTANCE

- (a) *Partial Acceptance.* If, during the performance of the project, the Contractor satisfactorily completes a unit or portion of the Project, such as a structure, an interchange, or a section of road or pavement that can be used advantageously for traffic, the Project Manager may make final inspection of that unit. If the Project Manager finds that the unit has been satisfactorily completed in compliance with the Contract, the Contractor

may be relieved of further responsibility for that unit except as otherwise provided in these general provisions. Partial acceptance shall not void or alter any of the terms of the Contract.

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

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

SECTION 108 PAYMENTS AND ACCEPTANCE OF WORK

108.00 PAYMENTS AND RETAINAGE

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

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

approved through proper Change Order procedures, said quantities being measured as specified in the Contract Documents.

- (1) If the Contract exceeds one hundred fifty thousand dollars (\$150,000.00), and is for the construction, alteration, or repair of any highway, public work, or public improvement, structure, and the Contractor has provided Performance and Payment Bonds: the City shall authorize partial progress payments of the amount due under this Contract monthly, or as soon thereafter as practicable, to the Contractor, if the Contractor is satisfactorily performing the Contract. If the City finds that satisfactory progress is being achieved during any period for which progress is to be made, the City may authorize payment to be made in full without withholding retainage. However, if satisfactory progress has not been made, the City may retain a maximum of ten percent (10%) of the amount of the requested payment until satisfactory progress is achieved. When the work is substantially complete, the City may retain from the remaining unpaid balance that amount the City Procurement Services Manager, at the advice of the Project Manager, considers adequate for protection of the City, suppliers, subcontractors, laborers, vendors, etc., provided that such retainage shall not exceed five percent (5%) of the amount due, and shall release to the Contractor all the remaining funds associated with completed and acceptable work.

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

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

the Contractor to the subcontractor. If the subcontractor fails to make such payments in the required manner, the subcontractor shall pay those suppliers, sub-subcontractors, and laborers interest in the same manner set forth in this subsection (2) regarding payments by the Contractor to the subcontractor.

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

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

108.01 PAYMENTS WITHHELD PRIOR TO FINAL ACCEPTANCE OF WORK

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

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

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

108.02 ACCEPTANCE OF FINAL PAYMENT

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

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

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

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

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

SCHEDULE C - SPECIAL CONSTRUCTION TERMS AND CONDITIONS

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

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

1. Conflicts: This PPRTA Special Provision shall supersede any contrary provision of this Contract.
2. Parties: The Contractor acknowledges and understands that this Contract is funded in whole or in part by the PPRTA and administered by the City. Both the City and the PPRTA are Parties to this Contract.
3. Payments: The Contractor acknowledges and understands that all payments under this Contract shall be made to the Contractor by the PPRTA. PPRTA funding obligations shall be paid by PPRTA warrants. In the event there is joint City / PPRTA funding, then payment to the Contractor shall consist of warrants from the City and warrants from the PPRTA. The Contractor agrees to accept all payments made or proffered by the PPRTA under this Contract.
4. Bonds: All bonds under this Contract shall include the City and the PPRTA as Obligees.
5. Insurance: All insurance policies provided by the Contractor or by any sub-contractor for any work pursuant to contracts with the Contractor pursuant to this Contract shall name both the City and the PPRTA as additional insureds and shall waive all rights of subrogation, in accord with the terms of this Contract, against both the City and the PPRTA.
6. Law: This Contract is subject to and shall be interpreted under the law of the State of Colorado, and the Charter, City Code, Ordinances, Rules and Regulations of the City of Colorado Springs, Colorado, a Home Rule City; the Resolutions and Rules and Regulations of the PPRTA. Court venue and jurisdiction shall exclusively be in the Colorado District Court for El Paso County, Colorado. The Parties agree that this Contract shall be deemed to have been made in, and the place of performance is deemed to be in, the City of Colorado Springs, El Paso County, and State of Colorado. The Contractor shall ensure that the Contractor and the Contractor’s employees, agents, officers and subcontractors are familiar with, and comply with, applicable Federal, State, and Local laws and regulations as now written or hereafter amended.
7. Appropriation and availability of funds: In accord with the Colorado Constitution, Article X, Section 20, and the City Charter, performance of the City’s obligations under this Contract is expressly subject to appropriation of funds by the City

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

8. Indemnification: Subject to the provisions of Section 13-50.5-102(8), C.R.S., to the extent applicable to this Contract, the Contractor agrees that the Contractor shall indemnify, defend and hold harmless the PPRTA, its officers, employees and agents, from and against any and all loss, damage, injuries, claims, cause or causes of action, or any liability whatsoever resulting from, or arising out of, or in connection with the Contractor's obligations or actions under this Contract. To the extent the terms of Section 13-50.5-102(8), C.R.S., are applicable to this Contract, the Contractor and the PPRTA hereby agree for the purposes of this Section that: (i) "the degree or percentage of negligence or fault attributable" to the Contractor as used in Section 13-50.5-102(8)(a), C.R.S., shall be conclusively determined by a trial court at the state or federal level and (ii) the term "adjudication" used in Section 13-50.5-102(8)(c), C.R.S., shall mean a trial court order at the state or a federal level.
9. Governmental Immunity: Nothing in this Contract or in any actions taken by the PPRTA pursuant to this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S.
10. Warranties: All warranties provided by the Contractor under or pursuant to this Contract to the City shall also apply to the PPRTA.
11. Final Payment: Final payment under this Contract shall be made in accord with the terms of this Contract, except that final payment shall be made by the PPRTA, and the making and acceptance of final payment shall constitute a waiver of all claims by the Contractor against the City and the PPRTA.
12. Termination or default of Contract: In all Contract provisions giving the City the right to terminate, for convenience or otherwise, or giving the City rights in the event of default by the Contractor, the term City shall also apply to the PPRTA.

13. **Contract Changes:** Any changes to the Contract, including but not limited to additions and/or deletions, which are not insignificant to the scope, design and requirements of the Contract shall be subject to prior approval of the PPRTA.

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.

SCHEDULE D - SPECIAL SPECIFICATIONS

D.1 SPECIFICATIONS FOR UTILITY WORK

The objective of this project is to remove and replace approximately 100 lineal feet (LF) of 8-INCH diameter PVC Pipe with 24-INCH STEEL CASING from Station 2+25 to Station 3+25 (water main lowering). The work shall include all valves, gaskets, fittings and appurtenances and associated infrastructure to ensure a complete and efficient water main lowering.

CONTRACTOR SHALL locate and verify the location of subsurface infrastructure during the entirety of the project and work closely with Colorado Springs Utilities, and any other existing Utility Company. Water main construction shall be coordinated with Colorado Springs Utilities' (Utilities) and meet all Colorado Springs Utilities Standards and Specifications, in addition to City of Colorado Springs (City) Standards and Specifications. If a conflict in specifications occurs, the most restrictive shall apply, unless otherwise waived by the City Project Manager.

UTILITIES' Water Line Extension and Service Standards (LESS)

https://www.csu.org/extrx/util_dev_svcs/svc_standards/water/chapter/2018_Water_LES_S.pdf

City of Colorado Springs Standard Specification Manual

<https://coloradosprings.gov/public-works/page/standard-specifications-manual>

City of Colorado Springs Permits, Applications

<https://coloradosprings.gov/public-works/page/permit-fees-contacts>

D.2 CONTRACTOR'S RESPONSIBILITIES

Maintaining an experienced and qualified project team for the entire duration of the project.

Capturing and providing as a submittal a VIDEO of Pre-Job site conditions.

Providing completed Red-Line plan set as a submittal no later than 30 days after project completion.

Efficient installation of the new pipeline that meets all applicable quality and safety standards.

Attending pre-construction meeting and bi-weekly construction status meeting throughout the project's duration. At a minimum, the site superintendent and Project Manager shall attend.

Providing a bi-weekly progress schedule, as well as a 3-week look ahead schedule, on a bi-weekly basis.

Providing an experienced and qualified Public Issues Manager or Customer Service

Representative to manage customer notifications and communications with assistance of UTILITIES Representative.

Having current Colorado Springs Utilities Water Line Extension and Service Standards (UTILITIES Water LESS) and design plan sets on-site at all times during the project.

All applicable permitting.

Site Specific Safety plan which shall be on-site at all times during the project.

Certified safety representative on-site at all time during construction activities.

High line water by-pass systems that are NSF61 approved.

Inspection, maintenance and freeze protection of the water by-pass system.

Traffic control and barricading.

Determining and securing staging/storage area(s).

Construction surveying/staking.

Locating utilities.

Saw cutting prior to excavation.

Notifying UTILITIES a minimum of 5 working days prior to scheduling activities required to put the new pipe in service to include flushing, contact time, water quality testing and reconnection of services. Delays or delay charges resulting from Contractor failing to provide this 5-day notification will not be approved.

Keeping water service outages to a minimum.

Wrapping both end of pipe on site to keep debris and contaminants out.

Capping/Plugging the pipe at the end of every work day, including installed pipe within open trench.

Keeping valves accessible (uncovered and cleaned out) for duration of project.

Installation of chlorination taps and air release points for solution method chlorination in pipe greater than 12" in diameter.

Providing a minimum of 24 hours of chlorine contact time for PVC pipe. HDPE and ductile iron pipe requires 48-hour minimum contact time per Colorado Springs Utilities Standards.

Obtaining approval and coordinating all water service outages with UTILITIES' representative and notifying affected customers at least 24 hours in advance and 48 hours in advance for potable water mains greater than 24" in diameter.

Erosion and storm water control/BMPs per City Standards and State regulations.

Compaction and compaction testing per City Standards; Contractor shall supply copies of compaction results as requested by UTILITIES.

Transporting and disposal construction debris.

Removal and disposal of old pipeline and appurtenances.

Abandoning and filling of old pipeline with grout.

Cutting all existing hydrants left in ground a minimum of 6" below grade and grouting them.

Abandoning valve boxes by cutting a minimum of 6" below grade and filling with flowable fill.

When abandoning pipe, supply MSDS sheets related to grouting the existing pipe.
*CONTRACTOR shall supply grout MSDS sheets to UTILITIES Representative prior to grout placement as a submittal.

Importation of select fill, as required, on a per cubic yard basis.

Disposal of waste material.

Off-site stockpiling of dirt (No stockpiling of dirt shall be allowed on site).

Concrete and labor to install thrust blocks and concrete reverse anchors per UTILITIES water LESS.

Corrosion protection of all pipe, fittings, services and appurtenances per UTILITIES Water LESS.

Backfill to grade at the end of each work day to allow normal traffic flow and access; road plating may be permitted under authorization of City Traffic Engineering..

Keeping entire project area clean including curb and gutter.

Restoration of site to include pavement, landscape and concrete replacement.

Health and safety of employees.

Ensuring that construction areas are completely clear and no construction activities, equipment staging, barricades or other obstructions remain on-site during St. Patrick's Day events, including preparation for events.

Using EADOC, a free, web-based project management tool for all utilities submittals and communication on this project.

D.3 UTILITIES' RESPONSIBILITIES

Managing / directing customer contact/communication with assistance of contractor.

Valve operation.

Large diameter pipe Chlorination Injection for pipe diameters greater than 12".

Tanker/Flushing and water quality testing.

Inspection services.

D.4 REQUIRED DAILY ACTIVITIES

Call for utility locates, through UNCC, 3 days prior to beginning construction. Refresh locates after 30 days or as required.

Notify UTILITIES customers of planned work and water service outage times (24 hours prior to outage). Maintain a positive relationship, at all times, with customers affected by contractors work activities. Refer customers to UTILITIES representative.

Have a copy of UTILITIES Water LESS and specifications at work site at all times.

Have construction plans supplied by UTILITIES on site at all times.

If applicable, have daily tailgate meeting each morning. Discuss safety, proposed daily activities/work requirements, and communicate necessary information related to work, etc.

Have on site necessary equipment, personal safety protection items, shoring, pipe construction tools, to do complete work activities.

Excavate asphalt, dirt, sod and remove concrete and remove from street. Install shoring for safety protection per UTILITIES standards. (Notice: no personnel in open trenches without shoring).

Hand dig around all utility lines/services within 24" of locate mark (gas, water, electric, telephone, fiber optic, etc.).

Keep trench, pipe and all items related to potable water main clean from contamination.

Keep water pipe and items clean/free from defects and pristine.

No pipe installation or appurtenance installation shall be covered without UTILITIES representative inspection or approval.

Eliminate cross-contamination between tools and utility infrastructure.

Keep construction site safe, neat, and clean.

Protect public property from damage. Repair to like new if any damage occurs.

Monitor utility locates to verify crossings and missing data.

SCHEDULE E - TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

This section contains the Standard Specifications and Revisions of Standard Specifications. Measurement and Payment for all bid items shall be in accordance with Schedule E Measurement and Payment, and shall take precedence over the measurement and payment sections of the Standard Specifications or Revisions of Standard Specifications.

Standard Specifications

The following are the Standard Specifications which apply to this project. In the event there are conflicting Standard Specifications, the order of precedence will be based upon the order in which the Standard Specifications are listed. Section 9 - Measurement and Payment describes which specific Standard Specification sections apply to each bid item.

All Contractors are required to have on the job site and utilize the current updated copy of the Standard Specifications applicable to the work. Any revisions to the Standard Specifications can be found in Subsection 10.2 of this document.

City of Colorado Springs Standard Specifications

The “**City of Colorado Springs Engineering Division Standard Specifications**”, revised January 2008, except as modified hereinafter, which are incorporated in the contract documents by reference as though embodied herein in their entirety, shall apply to this project.

Copies are available from the City of Colorado Springs, Office Services Division, Suite L01, 30 South Nevada Avenue, Colorado Springs, during regular business hours.

The “**Pikes Peak Region Asphalt Paving Specifications**”, revised April 1, 2008, except as modified hereinafter, which are incorporated in the contract documents by reference as though embodied herein in their entirety, shall apply to this project.

Copies are available from the City of Colorado Springs, Office Services Division, Suite L01, 30 South Nevada Avenue, Colorado Springs, during regular business hours.

The “**City of Colorado Springs Drainage Criteria Manual, Volume II**”, 2002, except as modified hereinafter, which are incorporated in the contract documents by reference as though embodied herein in their entirety, shall apply to this project.

Copies are available from the City of Colorado Springs, Office Services Division, Suite L01, 30 South Nevada Avenue, Colorado Springs, during regular business hours.

The “**City of Colorado Springs Traffic Control for Street Construction, Utility Work, and Maintenance Operations Supplement to the Manual on Uniform Traffic Control Devices**”, 10/21/2009, except as modified hereinafter, which are incorporated in the contract documents by reference as though embodied herein in their entirety, shall apply to this project.

Copies are available from the City of Colorado Springs, Traffic Engineering Division, Suite 405, 30 South Nevada Avenue, Colorado Springs, during regular business hours.

The following sections of the “**City of Colorado Springs Parks and Recreation Specifications**”, except as modified hereinafter, which are incorporated in the contract documents by reference as though embodied herein in their entirety, shall apply to this project.

Section 02231 Tree Protection and Pruning
Section 02920 Seeding and Sodding
Section 02930 Exterior Plants

Copies are available from the Colorado Springs Parks, Recreation, and Cultural Services, 1401 Recreation Way, Colorado Springs, CO 80905, during regular business hours.

Colorado Springs Utilities Standard Specifications

1. The Standard Specifications for water line construction and protection shall be the “**Colorado Springs Utilities Water Line Extension and Service Standards**”, revised 2010, except as modified hereinafter, which are incorporated in the contract documents by reference as though embodied herein in their entirety.
2. The Standard Specifications for lighting installation, electrical distribution and electrical transmission line construction and protection shall be the “**Colorado Springs Utilities Electric Line Extension and Service Standards**”, revised 2012, except as modified hereinafter, which are incorporated in the contract documents by reference as though embodied herein in their entirety.

Copies are available from the Colorado Springs Utilities’ Development Services, 111 S. Cascade, Suite 105, Colorado Springs, CO 80903, during regular business hours.

Colorado Department of Transportation Standard Specifications

The following sections of the “Colorado Department of Transportation Standard Specifications for Road and Bridge Construction”, 2017, except as modified hereinafter, which are incorporated in the contract documents by reference as though embodied herein in their entirety, shall apply to the bid items as specified in Schedule E – Measurement and Payment.

Section 201 – Clearing and Grubbing
Section 202 – Removal of Structures and Obstructions
Section 203 – Excavation and Embankment
Section 206 – Excavation and Backfill for Structures
Section 207 - Topsoil
Section 304 – Aggregate Base Course
Section 507 – Slope and Ditch Paving
Section 514 – Pedestrian and Bikeway Railing
Section 515 – Waterproofing Membrane
Section 518 – Waterstops and Expansion Joints
Section 601 – Structural Concrete
Section 602 – Reinforcing Steel
Section 603 – Culverts and Sewers
Section 604 – Manholes Inlets and Meter Valves Section 626 – Mobilization
Division 700 – Material Details

Contractors are required to have on the job site and utilize the current updated copies of the CDOT Standard Specifications for Road and Bridge Construction and Standard Plans - M&S Standards. Copies of both are available from CDOT.

Revisions to Standard Specifications

A. Revisions to City of Colorado Springs Standard Specifications

The following Revisions supplement or modify the City of Colorado Springs Engineering Division Standard Specifications. Measurement and Payment for all bid items shall be in accordance with Section IX - Measurement and Payment, and shall take precedence over the measurement and payment sections of the Standard Specifications or revisions thereof.

Revision of Section 220 – Removal of Structures and Obstructions

Revision of Section 240 – Reset Structures

Addition of Section 250 – Property Restoration

Revision of Section 620 – Drainage Channels

Addition of Section 627 – Mobilization

Revision of Section 630 – Storm Drains and Culverts

Revision of Section 800 – Work Zone Traffic Control

Revision of Section 900 – Seeding, Blanket and Mulch

Addition of Section 910 – Erosion and Seed Control

Addition of Section 920 – Dewatering

Addition of Section 950 – Construction Survey

REVISION OF SECTION 220

REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Section 220 of the City of Colorado Springs Standard Specifications is hereby revised as follows:

Section 220 shall be revised to include the addition of:

Where waterlines are to be abandoned in place, they shall be filled solid with a flowable fill material in conformance with the City Specification Section 206 and securely closed by a tight fitting plug or wall of concrete not less than one half the pipe diameter or 12 inches thick. Concrete shall conform to these specifications and the specifications stated in the City Specification Section 600. Asbestos cement pipe may be encountered on this project. The abandonment or removal of asbestos cement pipe shall follow chapter 6 of the Colorado Springs Utilities Water Line and Extension Service Standards, and the contractor shall be required to coordinate all work situations that involve asbestos cement pipe with Colorado Springs Utilities.

Section 220.01 of the City of Colorado Springs Engineering Division Standard Specifications is hereby revised as follows:

Section 220.01 Description, first paragraph shall be revised to include the addition of the following removal items: inlets, slope paving, pipes, manholes, concrete channels,

delineators, walls, concrete, concrete pavement, sidewalk, curb and gutter, trees, waterlines, and house service utilities.

Neither the City nor the Engineer has conducted any investigations to determine if asbestos containing materials or if any hazardous materials are present in existing storm drainage facilities. If asbestos containing materials or hazardous materials are known or suspected to be encountered, contract is to stop work in that area, protect area from human contact and exposure, and contact the Engineer immediately. The Colorado Department of Transportation Standard Specifications Section 250 shall apply. Scope of work and payment for dealing with hazardous materials and proposed project adjustments will be negotiated with the contractor. Contractor shall be a part of and attend required meetings to discuss options and help find solutions.

Section 220.02 of the City of Colorado Springs Engineering Division Standard Specifications is hereby revised as follows:

Removal of Fence shall have the following requirements:

Removal of Fence shall not proceed until temporary fence is in place and secure. Contractor shall coordinate temporary fence material, locations with property owners prior to placement.

The Contractor shall coordinate removal of fence with all property owners affected two weeks prior to beginning any work in the area. If the property owner so desires, the fence shall be salvaged to the property owner. If the property owner does not wish to keep the fence, it shall be disposed of by the contractor.

Removal of Pipe, Abandon Pipe, or Plug Culvert shall include the following:

Removal of pipe shall include storm drain pipes and pipe culverts that are either being removed, abandoned, or remaining in place and plugged.

Removed or abandoned storm drain facilities shall be disconnected from active storm drain facilities and the active facility connection point sealed (plugged) to contain and maintain the flow in the active storm drain facility.

REVISION OF SECTION 240 RESET STRUCTURES

Section 240.01 of the City of Colorado Springs Engineering Division Standard Specifications is hereby revised as follows:

Section 240.01 Description, first paragraph shall be revised to include the addition of the following reset item: Reset Sign.

Section 240.02 of the City of Colorado Springs Engineering Division Standard Specifications is hereby revised as follows:

Section 240.02 Construction Requirements, add the following paragraph: Signs to be reset shall be cleaned after removal and prior to resetting. Reset signs shall maintain the same post type in order to keep agency maintenance responsibilities the same.

ADDITION OF SECTION 250 PROPERTY RESTORATION

The City of Colorado Springs Engineering Division Standard Specifications is revised to include the addition of Section 250 - Property Restoration.

250.1 Description

This work includes restoration of adjacent property affected by construction activities. The work includes but is not limited to all materials, labor, and equipment required to restore the property to an equal to or better condition than the original condition prior to construction. Items included are (but not limited to): removals, resets, replacements, salvage, storage of salvaged items, hauling and disposal, pavement, landscape walls, curbing, sawing, spreading of topsoil, seeding, sodding, mulching, fencing, mailboxes, landscape rock, landscaping vegetation, sprinkler system modification/repair, sidewalk, and any other work required to restore the property to a condition equal to or better than its original condition. All work completed shall be documented to the satisfaction of the Engineer.

250.2 Requirements

The Contractor shall coordinate with each impacted property owner prior to starting work. The property must be evaluated jointly by the Contractor and the property owner prior to beginning work. A written agreement on the work activities to be performed shall be developed and agreed upon prior to beginning work. Two copies of the signed, written agreement shall be provided to the Engineer.

The Contractor shall establish the state of the property by taking before and after photographs (or video) of the work at each location, surveying and making sketches if necessary. A complete set of pictures, video, and sketches and measurements for each property shall be provided to the Engineer. The Contractor shall maintain a set of pictures, video, survey information and sketches for job site use.

250.3 Property Restoration Requirements

Locations where the bid item Property Restoration applies are shown on the plans and listed in the Measurement and Payment specifications. Specific property restoration requirements to be performed by the Contractor, in addition to the typical property restoration described in Section 250.01, are to be based upon the information gained through the process described in Section 250.02 and as agreed upon between the property owner and Contractor.

The property restoration area shall extend from the back of sidewalk or channel to the back of temporary construction easement for each property listed below. The Contractor is responsible for determining items within this area which will be impacted during construction.

250.4 Requirements

The Contractor shall coordinate with each property owner at least two weeks prior to beginning work on the property. Notification of the coordination shall be provided to the Engineer.

The Contractor shall remove and reset or replace all existing items as necessary to perform the work.

The Contractor shall be responsible for the costs or replacement, with equal or better items, for any items damaged by the Contractor during the work.

The Contractor shall salvage, store and deliver to the property owner, any materials that the property owner has requested during or after the coordination efforts and as a condition of the agreement with the property owner.

All landscaping work shall meet the requirements of Section 900 of the City of Colorado Springs, Engineering Division, Standard Specifications and any revision contained herein.

The Contractor may recover and store removed materials from the property for reuse as long as the condition of materials does not degrade.

All trees shall be a minimum 1-1/4" caliper or larger. The species shall be the same as the existing trees. Species substitution will be acceptable if approved, in writing, by the property owner.

All bushes shall be minimum 5 gallon or larger. The species shall be the same as the existing bushes. Species substitution will be acceptable if approved, in writing, by the property owner.

The Contractor shall be responsible for watering all trees, bushes and sod each day for a minimum of 21 days after installation. Contractor shall notify property owner 2 days in advance of stopping watering.

The Contractor shall provide all materials, equipment and labor necessary to complete the work.

The Contractor shall surface or seed all areas disturbed, including areas without existing vegetation or other cover.

Resetting of an irrigation system, if necessary, shall include all work necessary to remove the items from their existing location and to relocate them to the new location, and shall include all irrigation system equipment, pipe, fittings, valve boxes and all other work necessary to complete the reset item.

Installation of new landscape rocks or resetting of existing rocks shall include all labor, materials, and equipment required for placing landscape rocks.

Driveway or parking pavement that is to be restored shall be restored/replaced in kind to the same dimensions as existed prior to construction.

The Contractor shall be responsible for erosion control of disturbed property during construction and through acceptance by the City and shall provide all materials and labor necessary. Contractor is responsible for all permits and adjustments to the Storm Water Management Plan necessary for property restoration.

250.5 Certification Requirements

The Contractor shall obtain, upon completion of the work, and prior to acceptance by the City, written approval of the Property Restoration work from the property owner. A copy of the written approval shall be provided to the Engineer.

REVISION OF SECTION 620 DRAINAGE CHANNELS

Section 621.02 of the City of Colorado Springs Engineering Division Standard Specifications is hereby revised as follows:

Profile of invert of ditches and channels shall have a tolerance of +/- 0.01 foot.

Section 621.04 of the City of Colorado Springs Engineering Division Standard Specifications is hereby revised to include as follows:

Description

This work includes controlling groundwater, site drainage, and storm flows during construction. CONTRACTOR is cautioned that WORK involves construction in and around drainage channel, and areas of local drainage. These areas are subject to frequent periodic inundation. All work completed shall be documented to the satisfaction of the Engineer.

Submittals

CONTRACTOR shall submit to the ENGINEER a Water Control Plan 2 weeks prior to execution of the PROJECT. At a minimum, the Water Control Plan shall include:

1. Descriptions of proposed groundwater and surface water control facilities including, but not limited to, equipment, methods, standby equipment and power supply, means of measuring inflow to excavations, pollution control facilities, discharge locations to be utilized, and provisions for immediate temporary water supply as required by this section.
2. Drawings showing locations, dimensions, and relationships of elements of each system.
3. Design calculations demonstrating adequacy of proposed dewatering systems and components.
4. If system is modified during installation or operation, revise or amend and resubmit water control plan.

Execution

- A. For all excavation, CONTRACTOR shall provide suitable equipment and labor to remove water, and keep the excavation dewatered so that construction can be carried on under dewatered conditions.
 1. Water control shall be accomplished such that no damage is done to adjacent channel banks or structures.
 2. Continuously control water during course of construction, including weekends and holidays and during periods of work stoppages, and provide adequate backup systems to maintain control of water.
- B. CONTRACTOR is responsible for investigating and becoming familiar with all site conditions that may affect the WORK including surface water, potential flooding conditions, level of groundwater and the time of year the work is to be done.
- C. CONTRACTOR shall conduct operations in such a manner that storm or other waters may proceed uninterrupted along their existing drainage courses.
 1. By submitting a BID, CONTRACTOR acknowledges that CONTRACTOR has investigated the risk arising from such waters and has prepared BID accordingly, and assumes all of said risk.
- D. At no time during construction shall CONTRACTOR affect existing surface or subsurface drainage patterns of adjacent property.
 1. Any damage to adjacent property resulting from CONTRACTOR's alteration of surface or subsurface drainage patterns shall be repaired by CONTRACTOR at no additional cost to OWNER.

- E. Pumps and generators used for dewatering and water control shall be quiet equipment enclosed in sound deadening devices.
- F. CONTRACTOR shall remove all temporary water control facilities when they are no longer needed or at the completion of the PROJECT.
- G. All excavations made as part of dewatering operations shall be backfilled with the same type material as was removed and compacted to ninety-five percent (95%) of Maximum Standard Proctor Density (ASTM D698) except where replacement by other materials and/or methods are required.

Construction

A. Surface Water Control:

1. Surface water control generally falls into the following categories:
 - a. Normal low flows along the channel.
 - b. Storm/flood flows along the channel.
 - c. Flows from existing storm drain pipelines.
 - d. Local surface inflows not conveyed by pipelines.
2. CONTRACTOR shall coordinate, evaluate, design, construct, and maintain temporary water conveyance systems.
 - a. These systems shall not worsen flooding, alter major flow paths, or worsen flow characteristics during construction. CONTRACTOR is responsible to ensure that any such worsening of flooding does not occur.
 - b. CONTRACTOR is solely responsible for determining the methods and adequacy of water control measures.
3. At a minimum, CONTRACTOR shall be responsible for diverting the quantity of surface flow around the construction area so that the excavations will remain free of surface water for the time it takes to install these materials, and the time required for curing of any concrete or grout. CONTRACTOR is cautioned that the minimum quantity of water to be diverted is for erosion control and construction purposes and not for general protection of the construction site.

- a. It shall be CONTRACTOR's responsibility to determine the quantity of water which shall be diverted to protect the WORK from damage caused by stormwater.
4. CONTRACTOR shall, at all times, maintain a flow path for all channels.
 - a. Temporary structures such as berms, sandbags, pipeline diversions, etc., may be permitted for the control of channel flow, as long as such measures are not a major obstruction to flood flows, do not worsen flooding, or alter historic flow routes.
- B. Groundwater Control:
1. CONTRACTOR shall install adequate measures to maintain the level of groundwater below the foundation subgrade elevation and maintain sufficient bearing capacity for all structures, pipelines, earthwork, and rockwork.
 - a. Such measures may include, but are not limited to, installation of perimeter subdrains, pumping from drilled holes or by pumping from sumps excavated below the subgrade elevation.
 - b. Dewatering from within the foundation excavations shall not be allowed.
 2. The foundation bearing surfaces are to be kept dewatered and stable until the structures or other types of work are complete and backfilled.
 - a. Disturbance of foundation subgrade by CONTRACTOR operations shall not be considered as originally unsuitable foundation subgrade and shall be repaired at CONTRACTOR's expense.
 3. Contractor shall dispose of groundwater as follows:
 - a. Obtain discharge permit for water disposal from authorities having jurisdiction.
 - b. Treat water collected by dewatering operations, as required by regulatory agencies, prior to discharge.
 - c. Discharge water as required by discharge permit and in manner that will not cause erosion or flooding, or otherwise damage existing facilities, completed Work, or adjacent property.
 - d. Remove solids from treatment facilities and perform other maintenance of treatment facilities as necessary to maintain their efficiency.

4. Any temporary dewatering trenches or well points shall be restored following dewatering operations to reduce permeability in those areas as approved by ENGINEER.

SECTION 627 - MOBILIZATION

Section 627 is hereby added to the Standard Specifications and shall include the following:

627.01 Description

Mobilization shall consist of the preparatory work and operations in mobilizing for beginning work on the Project. 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, 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 630 STORM DRAINS AND CULVERTS

Section 630 of the City of Colorado Springs Engineering Division Standard Specifications is hereby revised as follows:

Section 631 of the City of Colorado Springs Engineering Division Standard Specification is hereby revised as follows:

Complete In Place shall refer to all materials, labor, and equipment required to construct the storm drainage facility as shown in the contract documents including, but not limited to, elbows, bends, tees, special fittings, gaskets, sealants, couplings, coatings, excavation, shoring, dewatering, bedding, storm drain facility installation, backfill, compaction, bringing entire trench width to finished grades, and providing either temporary roadway patch or providing roadway patch that matches the thickness and quality of existing roadway surface. Temporary roadway patch will only be allowed in areas that will be disturbed by other project related activities prior to construction of final roadway surface.

All inlets, manholes, manhole specials, and special structures shall include, but is not limited to, excavation, dewatering, bedding, subgrade preparation, compaction, materials required to construction structure, forming, covers, frames, grate, steel plates, steps, risers, coatings, concrete collars, trash racks, all other materials shown in the contract documents to construct the structure, and backfill to the finished grade or to

roadway subgrade with either temporary roadway patch or roadway patch that matches the thickness and quality of existing roadway surface. Temporary roadway patch will only be allowed in areas that will be disturbed by other project related activities prior to construction of final roadway surface.

All pipes penetrating into existing or new structures, manholes, inlets, headwalls, etc. shall have a reinforced concrete or mortar connection / collar that are water tight and structurally stable.

Section 635.01 of the City of Colorado Springs Engineering Division Standard Specification is hereby revised as follows:

AASHTO M-198 "Joints for Circular Concrete Sewer and Culvert Pipe using Flexible Watertight Gaskets" for bell and spigot or tongue and groove pipe. Also, ASTM C-433 "Joints for circular concrete sewer and culvert pipe, using rubber gaskets".

Section 635.09 of the City of Colorado Springs Engineering Division Standard Specification is hereby revised as follows:

All manhole covers and frames shall be City of Colorado Springs standard covers and associated frames.

Section 635.12 of the City of Colorado Springs Engineering Division Standard Specification is hereby revised as follows:

All steel reinforcing bars shall be Grade 60 unless otherwise specified in the contract documents.

Section 636.07 shall include the following:

Pipe penetrations and reinforced concrete collars shall be constructed with concrete / mortar poured around the joint with a minimum thickness of 12 inches and a minimum length of 2 ft each way from the joint along the pipe(s) and shall be considered incidental to the installation of the pipe. Reinforcement shall be placed perpendicular to the joint with #4 bars spaced at 12 inches on center that extend past the joint a minimum of 18 inches each way from the joint or equivalent welded wire fabric. Pipe crossing shall be constructed per the plans and details and shall not be paid separately, but shall be incidental to the installation of the top pipe.

REVISION OF SECTION 800 WORK ZONE TRAFFIC CONTROL

Section 800 of the City of Colorado Springs Engineering Division Standard Specifications is hereby revised as follows:

Section 805.06.D shall include the following:

Advanced notification of any lane closures shall be made using variable message signs (VMS) a minimum of 48 hours prior to the closure and shall remain in place until the lane has been closed for 48 hours.

B. Revisions to Colorado Department of Transportation Standard Specifications

The definition of the Engineer in the Colorado Department of Transportation (CDOT) Standard Specifications is revised to mean the Engineer as defined in Section 100 of the City of Colorado Springs Engineering Division Standard Specifications.

References within the CDOT Standard Specifications that identify approval by CDOT are hereby revised to mean approval by the Engineer.

References within the CDOT Standard Specifications that identify requirements with CDOT Procedures are in effect to the extent the Engineer determines applicability to the City project.

References within the CDOT Standard Specifications that identify pre-approved products that are on the CDOT Approved Products List are recognized by the City as acceptable material for this City project.

The following Revisions supplement or modify the Colorado Department of Transportation (CDOT) Standard Specifications for Road and Bridge Construction. Measurement and Payment for all bid items shall be in accordance with Schedule E - Measurement and Payment, and shall take precedence over the measurement and payment sections of the Standard Specifications and revisions thereof.

REVISION OF SECTION 900 - SEEDING, FERTILIZER, BLANKET AND MULCHING

Section 900 of the Standard Specifications are hereby amended as follows:

Subsection 900.01 is revised as follows:

Delete the first paragraph and replace with the following:

"This work shall consist of furnishing and spreading fertilizers; soil preparation; furnishing and drilling or sowing seed; mulching or blanket the seeded areas in accordance with these specifications, accepted horticultural practice, and in reasonably close conformity with the locations and details shown on the plans or as designated. The seeded areas shall be all areas that have been disturbed during construction."

Add the following to Section 900.01 – Description:

Existing irrigation systems may be present in the project area. The Contractor is responsible for locating and identifying any and all irrigation facilities affected by the project. The Contractor shall adjust, by either relocating and/or replacing, any and all features affected by the project. Discovered features are to be reported to the Engineer. Relocation and/or replacement shall include adjusting irrigation spray, volume, spread and pressure to match existing irrigation coverage. Replacement parts and features are to be new, meeting or exceeding the function of the part it is replacing. All adjusted systems are to be pressure tested by the Contractor prior to backfilling and approved by the Engineer. The Contractor shall provide all material, labor and equipment necessary in relocating and/or replacing affected irrigation systems.

The Contractor shall furnish all labor materials, supplies, equipment, tools and perform all operations in connection with and reasonably incidental to complete the installation of rock mulch as indicated on the drawings. The rock mulch shall be 1 ½" screened Horizon River Rock laid atop landscape filter fabric to a depth of 3-inches.

Subsection 900.02 is revised as follows:

Section A: Remove any reference to the seed mixture and replace with the following:

The seed mix for this project is a High Plains/Foothills Seed Mix which includes the following:

- 20% Annual Rye
- 15% Slender Wheatgrass
- 10% Mountain Brome
- 10% Pubescent Wheatgrass
- 10% Hard Fescue
- 10% Canada Bluegrass
- 8% Indiangrass
- 7% Sideoats Grama

5% Blue Grama
5% Switchgrass

Seed shall be broadcast at a rate of 35 lbs. per acre.

Fertilizer should be applied immediately after seeding at a rate of 50 pounds of available nitrogen per acre and 40 pounds of available phosphate per acre. A minimum 2" thick layer of top soil shall be placed in areas to receive native seeding where topsoil is absent at the completion of grading operations. Top soil shall be placed and uniformly spread prior to seeding.

In Subsection 900.03, add the following:

Erosion blanket (North American Green SC150 BN or approved equal) shall be installed on all areas to be seeded with slopes that are 4:1 or steeper. Disturbed areas flatter than 4:1 shall be mulched per Subsection 900.02 C after seeding.

Delete section 900.03 – Erosion Matting, and replace with the following:

900.03 – Erosion Control

The Contractor shall be responsible for determining the erosion control needs for this project. Erosion control methods and material shall meet the requirements as specified in The Colorado Department of Transportation, Standard Specifications for Road and Bridge Construction, latest edition, Section 208 – Erosion Control, the Colorado Department of Transportation, M & S Standards, latest edition, Standard Plan No M-208-1, and as determined by the Engineer.

Add the following to Section 900.04 – Method of Measurement:

Erosion Control shall include all material, labor and equipment and shall be measured and paid for per lump sum. An Erosion Control Supervisor will not be measured, but will be considered incidental to the Erosion Control pay item. Any excavation required for removal of accumulated sediment from traps, basins, areas adjacent to silt fences and erosion bales, and any other clean out excavation of accumulated sediment, and the disposal of such sediment, will not be paid for separately but will be included with the work.

Measurement and payment for resetting of Irrigation System will be delineated by each property affected. Each Irrigation System is defined by all material, labor and equipment necessary to reset the irrigation system within each property.

Rock Mulch shall be measured by the square foot and shall include all labor material and equipment, including landscape filter fabric, for placement of the rock mulch complete in place.

Delete section 900.05 - Basis of Payment, and replace with the following:

The accepted quantities will be paid for at the contract price per unit of measurement for each of the pay items listed below that appear in the bid schedule.

Payment will be made under:

Pay Item	Pay Unit
Reset Irrigation System	EA.
Erosion Control	L.S.
Seeding (Native)	S.F.
Sod	S.F.

Soil preparation, seed, fertilizer, mulching and erosion matting will not be paid for separately but shall be included in the work.

Cost for adjusting or re-adjusting the seeding or fertilizing equipment will not be paid for separately but shall be included in the work.

Water for seeding, mulching, hydraulic mulching, and sodding will not be paid for separately but shall be included in the work.

Mulch stockpiling and reapplication shall not be paid for separately but shall be included in the work.

The payment for Erosion Control Lump Sum shall be paid in an amount divided by the total number of contract days as stated in the bid documents multiplied by the number of days in which erosion control measures are in place and in conformance with the Erosion Control Plan. 10-percent of the Lump Sum Bid will be retained until completion of the project or when permanent stabilization has been obtained.

Subsection 900.3 is to include the following:

Maintenance and Acceptance

Inspection and Acceptance:

Re-vegetation: The Contractor will inspect existing site conditions and note irregularities affecting work of this section. Verify that grading operations have been satisfactorily completed and that topsoil of adequate quantity and quality has been replaced in all disturbed areas as specified. Verify that the area to be re-vegetated is protected from concentrated runoff and sediment from adjacent areas. Note any previous treatments to the area such as temporary seeding or mulching and discuss how these treatments will effect permanent re-vegetation with the Engineer. Report all irregularities affecting work of this section to the Engineer before beginning work. Beginning work of this section implies

acceptance of existing conditions.

Conditional Acceptance: Upon completion of the seeding and planting operations, the Contractor shall notify the Engineer to review the work. Seeded and planted areas shall meet the required coverage for seeding and planting. After the inspection it is the Contractor's responsibility to perform any required corrective measures or maintenance within one week. The contractor shall be responsible to maintain the seeded and planted areas until final acceptance of all work associated with the project has been granted by the Engineer.

Maintenance Requirements:

Weed Control: Apply appropriate herbicide(s) in accordance with manufacturers suggested rate(s) to control weeds. Herbicide application must comply with all requirements of herbicide/pesticide applicators license, including suitable warning/signing following application.

Disease and Insect Control: Apply fungicides and insecticides as required to control diseases and insects by a licensed applicator in accordance with state law requirements.

Watering: The Contractor shall be responsible for watering of seeded areas if he deems it necessary to insure performance under this Section. Apply only the amount of water necessary to maintain seeded areas in a healthy condition until the work has been accepted. Reduce amount of water after seed is established. Avoid standing water, surface wash, or erosion from over-watering.

Protection: Provide sufficient barriers and signage notifying the public to keep off newly seeded areas.

Repair: Re-seed or plant areas that have washed out or are eroded or otherwise do not have adequate coverage of vegetation.

Inspection: The Contractor shall notify the Engineer prior to watering, mowing, fertilizing, and spraying operations.

SECTION 910 - EROSION AND SEDIMENT CONTROL DURING CONSTRUCTION

Section 910 is hereby added to the Standard Specifications and shall include the following:

910.1 GENERAL

910.1.1 Scope of Work:

- A. 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 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 as directed by the **Engineer**, and as shown on the Drawings.

- B. The Erosion Control Plan presented in the Drawings serves as a concept plan and base sheet 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. Therefore, the **Contractor** shall develop a plan 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 his 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. The **Contractor** shall develop a detailed Storm Water Management Plan (SWMP), consistent with the **Contractor's plan to accomplish the work**, retain an updated copy on the site, 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 submit the SWMP (referred to as the Erosion and Sediment Control Plan by the **City**) with the required signature blocks and signatures to the **Engineer** for approval. The SWMP shall indicate that it has been prepared for the **City** and the **State**. **Permits/approvals must be obtained prior to construction.** The **Contractor** is responsible for implementing the SWMP and compliance with the conditions of the Storm Water Construction Permit. The **State** or the **Engineer** may direct the **Contractor** to modify the SWMP during construction as conditions warrant. The **Contractor** shall note changes on the SWMP immediately as it most reflect current site conditions.

910.1.3 Materials:

A. Materials may include hay bales, straw, fiber mats, fiber netting, wood cellulose, fiber fabric, manufactured waddles, 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.

B. 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.

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

D. Miscellaneous: All other material used by the Contractor for water diversion and erosion control shall be specified on a detailed 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. Frequent fording of the channel should be avoided unless an adequate temporary stream crossing has been approved by the USACE and constructed by the contractor. The Contractor shall divert flows so construction equipment, materials, and earthwork are not exposed to flow.

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

- A. **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 Environment, and an Erosion and Stormwater Quality Control Permit from El Paso County. 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. Noncompliance 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 he has the ultimate responsibility for providing adequate erosion control and water quality for the duration of the project.

910.3 STABILIZATION OF DISTURBED AREAS

- A. 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

- A. 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

- A. 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

- A. 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.
- B. Where a live (wet) watercourse must be crossed by construction vehicles during construction, a Temporary Stream Crossing must be provided for this purpose. If the contractor proposes to use such crossings, they will be required to request and obtain prior approval from USACE. Temporary crossings will be required to be removed and the areas impacted by them shall be restored at the completion of construction of the project.

910.7 CONSTRUCTION ACCESS ROUTES

- A. 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

- A. 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

- A. All temporary and permanent erosion and sediment control practices must be maintained and repaired as needed to assure continued performance of their intended function.

SECTION 920 – PROPERTY RESTORATION

Section 900 of the City of Colorado Springs Engineering Division Standard Specifications is revised to include the addition of Property Restoration.

920.01 Description

This work includes restoration of adjacent property affected by construction activities. The work includes all materials, labor, and equipment required to restore the property to a condition equal to, or better than it was at the beginning of construction. Included are (but not limited to): removals, resets, spreading of topsoil, seeding, sodding, mulching, fencing, edging, rocks, bushes, trees (and tree trimming), sprinkler system modification/repair, and any other work required to restore the property to a condition equal to or better than its original condition. All work completed shall be documented to the satisfaction of the Engineer. Specific requirements known prior to construction are listed in Subsection 920.03.

920.02 Coordination Requirements

The Contractor shall coordinate with the property owner prior to starting work. The property must be evaluated jointly by the Contractor and the owner prior to beginning work. A written agreement on the work activities to be performed shall be developed and agreed upon prior to beginning work. Two copies of the written agreement shall be provided to the Engineer.

The Contractor shall establish the state of the property by taking before and after photographs (or video) of the work at each location, and making sketches if necessary. A complete set of pictures, video, and sketches for each property shall be provided to the Engineer. The Contractor shall maintain a set of pictures, video and sketches for job site use.

920.03 Property Restoration Requirements

Specific property restoration requirements to be performed by the Contractor, in addition to the typical restoration described in Section 920.01 are shown on the plan sheets. These requirements are intended to outline the major items/issues identified as part of right-of-way agreements and/or permits, and should not be considered the minimum requirements.

920.04 Construction Requirements

The Contractor shall coordinate with the property owner at least two weeks prior to beginning work on the property. Notification of the coordination will be provided to the Engineer.

The Contractor shall remove and reset or replace all existing items as necessary to perform the work. The Contractor shall be responsible for the costs or replacement, with equal or better items, for any items damaged by the Contractor during the work.

The Contractor shall salvage, and deliver to the property owner, any materials that the property owner has requested during or after the coordination efforts.

All landscaping work shall meet the requirements of Section 900 of the City of Colorado Springs, Engineering Division, Standard Specifications and any revision contained herein.

The Contractor may recover and store removed materials from the property for reuse as long as the condition of materials does not degrade.

All trees shall be 1-1/4" caliper or larger. The species shall be the same as the existing trees. Species substitution will be acceptable if approved, in writing, by the property owner.

All bushes shall be 5 gallon or larger. The species shall be the same as the existing bushes. Species substitution will be acceptable if approved, in writing, by the property owner.

The Contractor shall be responsible for watering all trees, bushes and sod for a minimum of 21 days after installation.

The Contractor shall provide all materials, equipment and labor necessary to complete the work.

Resetting of an irrigation system shall include all work necessary to remove the items from their existing location and to relocate them to the new location, and shall include all irrigation system equipment, pipe, fittings, valve boxes and all other work necessary to complete the reset item.

Installation of new landscape rocks or resetting of existing rocks shall include all labor, materials, and equipment required for placing landscape rocks.

920.05 Construction Certification Requirements

The Contractor shall obtain, upon completion of the work, and prior to acceptance by the City, written approval of the Property Restoration work from the property owner. A copy of the written approval shall be provided to the Engineer

SECTION 920 - WATER CONTROL AND DEWATERING

Section 920 is hereby added to the Standard Specifications and shall include the following:

920.1 General

920.1.01 Scope of Work:

The work of this section consists of controlling groundwater, channel low flows, and higher storm flows during construction.

920.1.02 Materials:

Onsite materials may be used within the limits of construction to construct temporary dams and berms. Other materials such as plastic sheeting, sandbags, pre-cast concrete barriers, riprap and storm sewer pipe may also be used if desired by the **Contractor**.

920.1.03 Submittals

The **Contractor** is required to submit a detailed water control and dewatering plan for review prior to installing any components of the plan.

920.1.04 Construction Requirements:

- A. General:** For all excavation, the **Contractor** shall provide suitable equipment and labor to remove water and ice and keep the excavation dewatered so that construction can be completed in dry conditions where required by the Drawings and Specifications. Water control shall be accomplished such that no damage is done to adjacent channel banks or structures. The **Contractor** is responsible for investigating and familiarizing himself with all site conditions that may affect the work including surface water; level of groundwater and the time of year the work is to be done. All excavations made as part of dewatering operations shall be backfilled with the same type material as was removed and compacted to a minimum of 95% of the maximum dry density standard proctor (ASTM D698) except where replacement by other materials and/or methods are required.
- B. Surface Water Control:** Surface water control generally falls in to the following categories:
1. Normal low flows along Creeks
 2. Storm/flood flows along Creeks and
 3. Local surface flows

The **Contractor** shall coordinate, evaluate, design, construct, and maintain temporary water control systems. These systems shall not worsen flooding, alter major flow paths, or worsen flow characteristics during construction. The **Contractor** is responsible to ensure that any such worsening of flooding does not occur.

At a minimum, the **Contractor** will be responsible for diverting the quantity of surface flow around the construction area so that the excavation the placement of embankment, riprap and beddings can remain free of surface water and ice for the time it takes to install these materials. The **Contractor** is cautioned that the minimum quantity of water to be diverted is for erosion control and construction purposes and not for general protection of the construction site. ***It shall be the Contractor's responsibility to determine the quantity of water which shall be diverted to protect all work from damage caused by stormwater. The Contractor will be responsible for all repairs required due to flood damage.***

The Contractor shall, at all times, maintain a flow path for Creek Channel flow. Temporary structures such as berms, sandbags, pre-cast concrete barriers, etc. may be permitted for the control of channel flow, as long as such measures are not a major obstruction to flood flows, do not worsen flooding, or alter historic flow routes.

C. Groundwater Control: Groundwater may be encountered in excavation activities within the project and will need to be temporarily lowered to construct portions of the improvements. The **Contractor** shall install adequate measures to maintain the level of groundwater below the foundation subgrade elevation and maintain sufficient bearing capacity for the earthwork, and rockwork. Such measures may include, but are not limited to, installation of perimeter sub drains, pumping from drilled holes or by pumping from sumps excavated below the subgrade elevation. The foundation bearing surfaces are to be kept dewatered and stable until the earthwork, rockwork or other types of work are complete and backfilled. Disturbance of foundation subgrade by **Contractor** operations shall not be considered as originally unsuitable foundation subgrade and shall be repaired at **Contractor's** expense. Any temporary dewatering trenches or well points shall be restored following dewatering operations to reduce permeability in those areas as approved by the **Owner**.

SECTION 950 - CONSTRUCTION SURVEYING

Section 950 is hereby added to the Standard Specifications and shall include the following:

950.01 General

- A. 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.
- B. All construction surveying provided by the **Contractor** shall be completed under the Supervision of a Colorado Registered Land Surveyor.
- C. 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.
- D. 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 F – MEASUREMENT AND PAYMENT

F.1 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

Bid Form.

F.2 MEASUREMENT OF PAY QUANTITIES

- A. The Contractor shall make all measurements and determine all quantities and amounts of work done under the Contract subject to approval by the Engineer. At the time measurements are made for quantity determinations, the Engineer or his authorized assistant shall be present to verify such measurements. From quantity figures so ascertained, it will be the Contractor's responsibility to prepare a monthly periodical estimate of the work accomplished to date. This estimate shall be submitted to the Engineer each month for his review and check not later than the date established at the pre-construction conference. The form of such monthly estimates is to be subject to the approval of the Engineer.
- B. No measurement will be made for:
1. Work performed or materials placed outside of lines indicated in the plans or established by the Engineer.
 2. Materials wasted, used, or disposed of in a manner not called for under the contract.
 3. Rejected materials (including material rejected after it has been placed, if the rejection is due to the Contractor's failure to comply with the provisions of the contract).
 4. Hauling and disposing of rejected materials.
 5. Materials on hand after completion of the work.
 6. Any other work or material when payment is contrary to any provision of the contract.
 7. All incidental costs necessary for proper performance of the work.

F.3 ESTIMATED QUANTITIES

- A. The estimated quantities shown in the bid form are estimates only, being given only as the basis for comparison of the bids, 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. The basis of payment will be the actual unit bid items of work performed and measured in accordance with the contract unless noted otherwise in the plans or specifications. All prospective bidders should note 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.

F.4 PAYMENT FOR LUMP SUM ITEMS

Measurement shall be for work and materials actually completed.

F.5 PAYMENT FOR MATERIAL ON HAND

- A. Partial payments may be made on monthly estimates to the extent of 90 percent of the cost of materials not yet incorporated in the completed work, if the materials conform to the following requirements:
1. Meet the requirements of the Contract based upon inspections or testing by the Engineer, and
 2. Are delivered to or stockpiled in the vicinity of the project or other storage site(s) specifically approved by the Engineer, and
 3. Are properly stored, protected, and insured as to loss, damage, and title.
- B. Material delivered to an off-site storage facility will be considered for partial payment only if:
1. The storage site has been approved by the Engineer.
 2. The off-site storage of materials is required for more than thirty calendar days.
 3. The material is tagged, labeled, or otherwise identified as belonging to the project.
 4. The cost of transportation to the site is provided for in advance.
- C. The cost of the material on hand will be determined by written evidence supplied by the Contractor in sufficient detail as will permit the Engineer to determine the Contractor's actual cost of the materials. The Contractor shall furnish the Engineer with an invoice prior to the progress payment.

F.6 DESCRIPTION AND PAYMENT

Payment will be made only for those items listed in the bid form. All other items required for the work shall be considered incidental to the construction.

F.7 BID ITEMS DESCRIPTIONS:

100-00000 MOBILIZATION (LS)

- a. Measurement

The total sum of all payments shall not exceed the original contract amount bid for the item, regardless of the fact that the Contractor may have, for any

reason, shut down the work on the project or moved equipment away from the project and then back again.

Mobilization shall be in accordance with Section 626 of the CDOT Standard Specifications for Road and Bridge Construction, and with the Revision to Section 626 – Mobilization.

b. Payment

Payment will be according to the following schedule:

- (1) When 5 percent of the original contract amount is earned, 25 percent of the amount bid for mobilization, or 2½ percent of the original contract amount, whichever is less, will be paid.
- (2) When 10 percent of the original contract amount is earned, 50 percent of the amount bid for mobilization, or 5 percent of the original contract amount, whichever is less, will be paid.
- (3) When 25 percent of the original contract amount is earned, 60 percent of the amount bid for mobilization, or 6 percent of the original contract amount, whichever is less, will be paid.
- (4) When 50 percent of the original contract amount is earned, 100 percent of the amount bid for mobilization, or 10 percent of the original contract amount, whichever is less, will be paid.
- (5) Upon completion of all work on the project, payment on any amount bid for mobilization in excess of 10 percent of the original contract amount, will be paid.
- (6) The total sum of all payments shall not exceed the original contract amount bid for the item, regardless of the fact that the Contractor may have, for any reason, shut down the work on the project or moved equipment away from the project and then back again.

For the purpose of this Section the Payment for Bid Item shall include but is not limited to full compensation for all labor, equipment, tools and materials necessary to mobilize, prepare the project staging area, including stabilized construction access, temporary gravel access path and parking area, removal of facilities and gravel, cleaning up of site, establishment of sanitary facilities, installation of project construction signs, permitting including CDPHE Construction Activity Permit , 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 at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work.

100-10000 CLEARING AND GRUBBING (LS)

a. Measurement

The quantity of Clearing and Grubbing to be paid for shall be lump sum. The removal shall be accepted by the Engineer as complying with the plans and specifications. Clearing and Grubbing shall also include any necessary tree removals. Clearing and Grubbing shall be in accordance with Section 201 of the CDOT Standard Specifications for Road and Bridge Construction and the Revision of Section 201.

b. Payment

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work. Payment for clearing and grubbing shall include scalping, removal and off-site disposal of trees, stumps, roots, shrubs, bushes, landscape edging, and debris within the limits of the project. All holes left behind shall be filled with suitable material to existing grade.

201-00810 RESET SIGN AND POST (EA)

a. Measurement

The quantity to complete Reset Sign and Post to be paid for will be determined by measurement of the number of Sign and Post as required to restore the item for service at a new location, completed and accepted by the Engineer as complying with the plans and specifications. Reset Sign and Post shall be in accordance with Section 240 of the City of Colorado Springs Standard Specifications.

b. Payment

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary for resetting the Sign and Post.

202-00000 UNCLASSIFIED EXCAVATION (CY)

a. Measurement

The quantity of Unclassified Excavation to be paid for shall not be re-measured but shall be the quantities designated in the Contract per cubic yard. Exceptions will be made when field changes are ordered or when it is determined that there are discrepancies on the plans in an amount of at least plus or minus five percent of the plan cubic yardage quantity. Contract

document quantities are based on average end area calculations on cross sections spaced out not greater than 50 feet.

Unclassified Excavation shall be in accordance with Section 200 of the City of Colorado Springs Standard Specifications.

b. Payment

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work.

202-00005 MUCK EXCAVATION (CY)

a. Measurement

The quantity of Muck Excavation to be paid for shall not be re-measured but shall be the quantities designated in the Contract per cubic yard. Exceptions will be made when field changes are ordered or when it is determined that there are discrepancies on the plans in an amount of at least plus or minus five percent of the plan cubic yardage quantity. Contract document quantities are based on area calculations at channel excavation.

Muck Excavation shall be in accordance with Section 200 of the City of Colorado Springs Standard Specifications.

b. Payment

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work.

202-00008 TREE REMOVAL (EA)

a. Measurement

The quantity to complete Tree Removals to be paid for will be determined by measurement of the number of Tree Removal as completed and accepted by the Engineer as complying with the plans and specifications. Tree Removals shall be in accordance with Section 202 of the City of Colorado Springs Standard Specifications.

Contact the City Forester prior to any removals, to identify species of tree being removed.

b. Payment

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials

necessary for Tree Removal.

202-00010 STRUCTURE EXCAVATION (CY)

a. Measurement

The quantity of Structure Excavation to be paid for shall not be measured, but shall be the quantities shown on the plans for each structure in cubic yards, completed and accepted by the Engineer as complying with the plans and specifications. Plan quantity exceptions for each structure will be: (1) when field changes are ordered, or (2) when it is determined that there are discrepancies on the plans in an amount plus or minus 8 percent of the plan quantity for the structure.

Structure Excavation shall be in accordance with Section 206 of the CDOT Standard Specifications for Road and Bridge Construction, and the Revision to Section 206 – Structure Excavation and Backfill for Structures.

Structure Excavation plan quantities for the retaining walls were determined by calculating the cubic yards in accordance with the dimensions shown on the plans, using the average end area method with intervals at footing steps. Structure Excavation plan quantities for the concrete box culvert was determined by calculating the cubic yards in accordance with the dimensions shown in the plan subset.

b. Payment

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work.

203-00100 STRUCTURE BACKFILL (CLASS 1) (CY)

a. Measurement

The quantity of Structure Backfill (Class 1) to be paid for will not be measured, but will be the quantities shown on the plans for each structure in cubic yards, completed and accepted by the Engineer as complying with the plans and specifications. Plan quantity exceptions for each structure will be: (1) when field changes are ordered, or (2) when it is determined that there are discrepancies on the plans in an amount plus or minus 8 percent of the plan quantity for the structure.

Structure Backfill (Class 1) shall be in accordance with Section 206 of the CDOT Standard Specifications for Road and Bridge Construction, and the Revision to Section 206 – Structure Excavation and Backfill for Structures.

Structure Backfill (Class 1) plan quantities for the concrete box culvert was determined by calculating the cubic yards in accordance with the dimensions shown in the plan subset.

b. Payment

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work.

211-03005 DEWATERING (LS)

a. Measurement

The quantity of Dewatering to be paid for will be not be measured for payment but paid as a lump sum item as accepted by the Engineer as complying with the plans and specifications. Dewatering shall be in accordance with Section 621.03 of the City of Colorado Springs Standard Specifications, and with Section 31 23 19 of the Urban Drainage and Flood Control District Criteria Manual.

b. Payment

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work. Payment of Dewatering shall include removal of surface water, ground water, diverting surface water, and dewatering construction sites and borrow areas. Payment shall be made based on the percent of the work completed.

212-01200 PROPERTY RESTORATION (LS)

a. Measurement

The quantity of Property Restoration (1) to be paid for shall be lump sum for the materials actually removed, reset, replaced and accepted by the Engineer as complying with the plans and specifications. Property Restoration (1) shall be in accordance with Sections 200 and 240 of the City of Colorado Springs Standard Specifications, Revision to Section 200, and Addition of Section 250, Property Restoration.

b. Payment

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work. Payment of Property Restoration (1) shall

include removal, reset, replacement of landscape features and hardscaped surfaces at same location (if feasible) to same condition as pre-construction, adjust to new grade (if necessary) and off-site disposal of construction debris (if necessary). Payment shall include all photos and survey of existing conditions necessary to ensure property is restored to its original condition. Payment shall include replacement of trees, shrubs and grass (on private property) to the equivalent or maximum planting size and type. Existing irrigation systems shall be restored, replaced, adjusted and/or modified to its pre-construction working condition. Payment shall be full compensation for sawing, excavation and subsequent backfill of materials removed.

220-00019 REMOVAL OF TWO INLETS AND PIPING (EA)

a. Measurement

The quantity of Removal of Inlet to be paid for will be determined by measurement of the number of inlets actually removed and accepted by the Engineer as complying with the plans and specifications. Removal of Inlet shall be in accordance with Section 220 of the City of Colorado Springs Standard Specifications, and with the Revision to Section 220 – Removal of Structures and Obstructions.

b. Payment

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work. Payment of removal of inlet shall include removal and off-site disposal of any foundations, reinforcing steel and all other features of the inlet. Payment shall be full compensation for sawing, excavation and subsequent backfill of materials removed.

220-00035-1, 220-0035-2 REMOVAL OF STORM PIPE CULVERTS (LF)

a. Measurement

The quantity of Removal of Storm Pipe Culvert to be paid for will be determined by measurement of the number of lineal feet of pipe actually removed and accepted by the Engineer as complying with the plans and specifications.

b. Payment

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work. Payment of removal of pipe shall include removal and off-site disposal of any foundations, reinforcing steel and all

other features of the pipe. Payment shall be full compensation for sawing, excavation and subsequent backfill of materials removed.

220-00100, 220-00101 AND 220-00102 REMOVAL OF HANDRAIL, FENCE AND RAILING, OR WOOD RETAINING WALL (LF)

a. Measurement

The quantity of Removal of Handrail, fence, railing and wood retaining wall to be paid for will be determined by measurement of the number of lineal feet of fence actually removed and accepted by the Engineer as complying with the plans and specifications. Quantity will be measured along the base of fence at existing grade. Removal of Fence shall be in accordance with Section 220 of the City of Colorado Springs Standard Specifications, and with the Revision to Section 220 – Removal of Structures and Obstructions.

b. Payment

Payment shall be made at the applicable contract unit price for bid item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work. Payment for Removal of Fence shall include removal and off-site disposal of fence, wire, posts, footers, bracing, and all other features of the fencing. Payment shall be full compensation for sawing, excavation and subsequent backfill of materials removed.

220-00200 REMOVAL OF CONCRETE DRIVEWAYS AND SIDEWALK (SY)

a. Measurement

The quantity of Removal of Sidewalk to be paid for will be determined by measurement of the number of square yards of material actually removed and accepted by the Engineer as complying with the plans and specifications. Removal of Sidewalk shall be in accordance with Section 220 of the City of Colorado Springs Standard Specifications, and with the Revision to Section 220 – Removal of Structures and Obstructions.

b. Payment

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work. Payment for removal of sidewalk shall include removal and off-site disposal of any reinforcing steel and all other features of the sidewalk. Payment shall be full compensation for sawing, excavation and subsequent backfill of materials removed.

220-00201 REMOVAL OF CONCRETE CHANNEL (SY)

a. Measurement

The quantity of Removal of Concrete Channel to be paid for will be determined by measurement of the number of square yards of material actually removed by the Engineer as complying with the plans and specifications. Removal of Concrete Channel shall be in accordance with Section 220 of the City of Colorado Springs Standard Specifications, and with the Revision to Section 220 – Removal of Structures and Obstructions.

b. Payment

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work. Payment shall include removal and off-site disposal of any concrete, reinforcing steel and all other features of the channel. Muck Excavation is not included in this Bid Item.

220-00203 REMOVAL OF CURB AND GUTTER (LF)

a. Measurement

The quantity of Removal of Curb and Gutter to be paid for will be determined by measurement of the number of lineal feet of material actually removed and accepted by the Engineer as complying with the plans and specifications as measured along the front face of curb. Removal of Curb and Gutter shall be in accordance with Section 220 of the City of Colorado Springs Standard Specifications, and with the Revision to Section 220 – Removal of Structures and Obstructions.

b. Payment

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work. Payment for removal of curb and gutter shall include removal and off-site disposal of any reinforcing steel and all other features of the curb and gutter. Payment shall be full compensation for sawing, excavation and subsequent backfill of materials removed.

220-00204 AND 220-00220 REMOVAL OF ASPHALT MAT (9") OR (2") (SY)

a. Measurement

The quantity of Removal of Asphalt Mat to be paid for will be determined by measurement of the number of square yards of material actually removed and

accepted by the Engineer as complying with the plans and specifications. Removal of Asphalt Mat shall be in accordance with Section 202 of the CDOT Standard Specifications for Road and Bridge Construction.

b. Payment

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work. Payment for removal of asphalt mat shall include removal and off-site disposal to the full existing depth of all features of the asphalt material and required sawcutting. Payment shall be full compensation for excavation and subsequent backfill of materials removed.

300-06106 AGGREGATE BASE COURSE (CLASS 6) (4 INCH) (TON)

a. Measurement

The quantity of Aggregate Base Course (Class 6) (4 Inch) to be paid for will be determined by measurement of the number of tons of Aggregate Base Course (Class 6) actually installed to a depth of 4 inches and accepted by the Engineer as complying with the plans and specifications. Aggregate Base Course (Class 6) (4 Inch) shall be in accordance with Section 304 of the Colorado Department of Transportation Standard Specifications for Road and Bridge Construction.

b. Payment

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all shipping, labor, equipment, tools, placing, compacting and materials necessary to complete the work.

400-06000 HOT MIX ASPHALT PAVEMENT (GRADING S) (2 INCH) (TON)

a. Measurement

The quantity of Hot Mix Asphalt Pavement (Grading S) (2 Inch) to be paid for will be determined by measurement of the number of tons of material actually constructed to a depth of 2 inches and accepted by the Engineer as complying with the plans and specifications.

Hot Mix Asphalt Pavement (Grading S) (2 Inch) construction specifications shall be in accordance with Section 400 of the City of Colorado Springs Standard Specifications - the Pikes Peak Regional Pavement Specifications. Emulsified Asphalt (Slow-Setting) shall also be included with this item and shall be in accordance with Section 400 of the City of Colorado Springs Pikes Peak Region Asphalt paving Specifications and shall include all hauling, tack

coat between lifts and all other items of work involved in the construction of Emulsified Asphalt (Slow-Setting).

b. Payment

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all materials, for preparation (including sub-base compaction and moisture treatment and control as identified on the construction plans), mixing, transportation, placing and compaction of these materials and for all labor, equipment, tools, and incidentals necessary to complete the work. Emulsified Asphalt (Slow-Setting) shall also be included with this item and shall be in accordance with Section 400 of the City of Colorado Springs Pikes Peak Region Asphalt paving Specifications and shall include all items of work involved in the construction of Emulsified Asphalt (Slow-Setting).

400-60001 HOT MIX ASPHALT PAVEMENT) (9 INCH) (TON)

a. Measurement

The quantity of Hot Mix Asphalt Pavement (9 Inch) to be paid for will be determined by measurement of the number of tons of material actually constructed to a depth of 9 inches and accepted by the Engineer as complying with the plans and specifications.

Hot Mix Asphalt Pavement (9 Inch) construction specifications shall be in accordance with Section 400 of the City of Colorado Springs Standard Specifications - the Pikes Peak Region Asphalt Paving Specifications.

b. Payment

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all materials, for preparation (including sub-base compaction and moisture treatment and control as identified on the construction plans), mixing, transportation, placing and compaction of these materials and for all labor, equipment, tools, and incidentals necessary to complete the work. Emulsified Asphalt (Slow-Setting) shall also be included with this item and shall be in accordance with Section 400 of the City of Colorado Springs Pikes Peak Region Asphalt paving Specifications and shall include tack coat between lifts and all other items of work involved in the construction of Emulsified Asphalt (Slow-Setting).

400-60002 HOT MIX ASPHALT PAVEMENT (TEMP DRIVEWAY) (3 INCH) (TON)

a. Measurement

The quantity of Hot Mix Asphalt Pavement (3 Inch) to be paid for will be determined by measurement of the number of tons of material actually constructed for the temporary driveway to a depth of 3 inches and accepted by the Engineer as complying with the plans and specifications. Hot Mix Asphalt Pavement (3 Inch) construction specifications shall be in accordance with Section 400 of the City of Colorado Springs Standard Specifications - the Pikes Peak Region Asphalt Paving Specifications.

b. Payment

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all materials, for preparation (including sub-base compaction and moisture treatment and control as identified on the construction plans), mixing, transportation, placing and compaction of these materials and for all labor, equipment, tools, and incidentals necessary to complete the work. Emulsified Asphalt (Slow-Setting) shall also be included with this item and shall be in accordance with Section 400 of the City of Colorado Springs Pikes Peak Region Asphalt paving Specifications and shall include tack coat between lifts and all other items of work involved in the construction of Emulsified Asphalt (Slow-Setting).

500-00505 PEDESTRIAN RAMP (SF)

a. Measurement

The quantity of Pedestrian Ramp to be paid for will be determined by measurement of the number of square feet actually constructed and accepted by the Engineer as complying with the plans and specifications. Pedestrian ramp shall be in accordance with Section 500 of the City of Colorado Springs Standard Specifications.

b. Payment

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work. Payment for concrete sidewalk shall include all prepping, forming and form removal, purchase and placement of concrete, finishing and curing of concrete, grading, compaction and any other items of work involved in construction and all other items of work involved in construction of concrete sidewalk.

500-01045 CONCRETE SIDEWALK (4 INCH) (SF)

a. Measurement

The quantity of Concrete Sidewalk (4 Inch) to be paid for will be determined by measurement of the number of square feet actually constructed and accepted by the Engineer as complying with the plans and specifications. Concrete Sidewalk (4 Inch) shall be in accordance with Section 500 of the City of Colorado Springs Standard Specifications.

b. Payment

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work. Payment for concrete sidewalk shall include all prepping, forming and form removal, purchase and placement of concrete, finishing and curing of concrete, grading, compaction and any other items of work involved in construction and all other items of work involved in construction of concrete sidewalk.

500-01045 CONCRETE DRIVEWAYS (8 INCH) (SF)

a. Measurement

The quantity of Concrete Driveway (8 Inch) to be paid for will be determined by measurement of the number of square feet actually constructed and accepted by the Engineer as complying with the plans and specifications. Concrete Driveways (8 Inch) shall be in accordance with Section 500 of the City of Colorado Springs Standard Specifications.

b. Payment

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work. Payment for concrete sidewalk shall include all prepping, forming and form removal, purchase and placement of concrete, finishing and curing of concrete, grading, compaction and any other items of work involved in construction and all other items of work involved in construction of concrete sidewalk.

500-51080 CURB AND GUTTER TYPE 1 (LF)

a. Measurement

The quantity of Curb and Gutter Type 1 (8" Curb Head) to be paid for will be determined by measurement of the number of lineal feet actually constructed

and accepted by the Engineer as complying with the plans and specifications. Curb and gutter will be measured along the face of the curb. Deduction in length will be made for drainage structures, such as catch basins, drop inlets, etc., installed in the curb and gutter.

Curb and Gutter Type 1 shall be in accordance with Section 500 of the City of Colorado Springs Standard Specifications.

b. Payment

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work. Payment for curb and gutter type 1 shall include all materials such as concrete, forming and form removal, finishing and curing of concrete, grading, compaction and all other items of work involved in construction of curb and gutter.

540-01200 METAL HANDRAIL (LF)

a. Measurement

The quantity of Metal Handrail (including metal gate) to be paid for will be determined by measurement of the number of linear feet actually constructed and accepted by the Engineer as complying with the plans and specifications. Metal Handrail shall be in accordance with Section 514 of the CDOT Standard Specifications for Road and Bridge Construction and Revision to Section 514 – Safety Railing.

b. Payment

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all fabrication, labor, equipment, tools, and materials including anchor bolts and painting necessary to complete the work.

600-03040 8 FT W X 4 FT H REINFORCED CONCRETE BOX CULVERT (EA)

a. Measurement

The quantity of 8 FT W x 4 FT H Reinforced Concrete Box Culvert to be paid for will not be measured, but will be per each unit constructed, completed and accepted by the Engineer as complying with the plans and specifications. 8 FT W x 4 FT H Reinforced Concrete Box Culvert to include concrete headwalls, reinforcing and bedding. Plan quantity exceptions for each class for each structure will be: (1) when field changes are ordered, or (2) when it is determined that there are discrepancies on the plans in an amount plus or minus 2 percent of the plan quantity for the structure.

Acceptance and pay factors described in the CDOT Standard Specifications for Road and Bridge Construction section 601.17 may apply.

8 FT W x 4 FT H Reinforced Concrete Box Culvert shall be in accordance with Section 601 of the CDOT Standard Specifications for Road and Bridge Construction, and with the Revision to Section 601 – Structural Concrete.

b. Payment

Payment shall be made at the applicable contract unit price for Bid Item, subject to the pay factors described in the CDOT Standard Specifications for Road and Bridge Construction section 601.17, and shall include full compensation for all labor, equipment, tools, and materials, including forms, joint seals and waterproof membrane necessary to complete the work. Dewatering will be measured and paid for separately.

601-00001 STRUCTURAL CONCRETE (REINFORCED) (CY)

a. Measurement

The quantity of Concrete (Reinforced) to be paid for will not be measured, but will be the quantities shown on the plans in cubic yards, completed and accepted by the Engineer as complying with the plans and specifications. Plan quantity exceptions for each class for each structure will be: (1) when field changes are ordered, or (2) when it is determined that there are discrepancies on the plans in an amount plus or minus 2 percent of the plan quantity for the structure.

Acceptance and pay factors described in the CDOT Standard Specifications for Road and Bridge Construction section 601.17 apply.

Concrete plan quantities were determined by calculating the cubic yards in accordance with the dimensions shown on the plans.

Concrete (Reinforced) shall be in accordance with Section 507 of the CDOT Standard Specifications for Road and Bridge Construction.

b. Payment

Payment shall be made at the applicable contract unit price for Bid Item, subject to the pay factors described in the CDOT Standard Specifications for Road and Bridge Construction section 601.17, and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work including reinforcing steel and expansion joint material.

603-50008 8-INCH PVC (AWWA C900) (LF)

a. Measurement

The quantity of 8-Inch PVC to be paid for will be determined by measurement of the number of lineal feet actually constructed, including fittings, valves, valve boxes, steel sleeves, concrete thrust blocks, pipe restraints, and pipe adapters accepted by the Engineer as complying with the plans and specifications. Water line construction shall be in accordance with Colorado Springs Utilities Line Extension and Service Standards.

b. Payment

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work. Payment of 8-Inch PVC shall include, but is not limited to, excavation, bedding, backfill, temporary and permanent line connections, marking, tracer wire, hydrotesting, disinfection, bacteria test and off-site disposal of construction debris.

619-10160 16-INCH STEEL SLEEVE (LF)

a. Measurement

The quantity of 16-Inch STEEL SLEEVE to be paid for will be determined by measurement of the number of lineal feet actually constructed, including fittings, welding, concrete thrust blocks, pipe restraints, and pipe adapters accepted by the Engineer as complying with the plans and specifications. Water line construction shall be in accordance with Colorado Springs Utilities Line Extension and Service Standards and Standard Detail A7-2, A7-3, A7-4.

b. Payment

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work. Payment of 16-Inch steel sleeve shall include, but is not limited to, excavation, bedding, backfill, temporary and permanent line connections, welding, marking, tracer wire, and off-site disposal of construction debris.

630-01180 18 INCH CLASS III REINFORCED CONCRETE PIPE (COMPLETE IN PLACE) (LF)

a. Measurement

The quantity of 18 Inch Class III Reinforced Concrete Pipe (Complete In

Place) to be paid for will be determined by measurement of the number of lineal feet actually constructed to face of structure accepted by the Engineer as complying with the plans and specifications. Concrete collar closures that may be required to join pipes together shall be incidental to the linear foot installation of pipe. 18 Inch Class III Reinforced Concrete Pipe (Complete In Place) shall be in accordance with Section 630 of the City of Colorado Springs Standard Specifications and Revision to Section 630 – Storm Drains and Culverts.

b. Payment

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work. Concrete collar closures that may be required to join pipes together shall be incidental to the linear foot installation of pipe and will not be paid for separately.

630-01240 24 INCH CLASS III REINFORCED CONCRETE PIPE (COMPLETE IN PLACE) (LF)

a. Measurement

The quantity of 18 Inch Class III Reinforced Concrete Pipe (Complete In Place) to be paid for will be determined by measurement of the number of lineal feet actually constructed to face of structure accepted by the Engineer as complying with the plans and specifications. Concrete collar closures that may be required to join pipes together shall be incidental to the linear foot installation of pipe. 18 Inch Class III Reinforced Concrete Pipe (Complete In Place) shall be in accordance with Section 630 of the City of Colorado Springs Standard Specifications and Revision to Section 630 – Storm Drains and Culverts.

b. Payment

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work. Concrete collar closures that may be required to join pipes together shall be incidental to the linear foot installation of pipe and will not be paid for separately.

630-01300 30 INCH CLASS III REINFORCED CONCRETE PIPE (COMPLETE IN PLACE) (LF)

a. Measurement

The quantity of 18 Inch Class III Reinforced Concrete Pipe (Complete In

Place) to be paid for will be determined by measurement of the number of lineal feet actually constructed to face of structure accepted by the Engineer as complying with the plans and specifications. Concrete collar closures that may be required to join pipes together shall be incidental to the linear foot installation of pipe. 30 Inch Class III Reinforced Concrete Pipe (Complete In Place) shall be in accordance with Section 630 of the City of Colorado Springs Standard Specifications and Revision to Section 630 – Storm Drains and Culverts.

b. Payment

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work. Concrete collar closures that may be required to join pipes together shall be incidental to the linear foot installation of pipe and will not be paid for separately.

636-0000 CONCRETE JUNCTION BOX (PRECAST)

a. Measurement

The quantity of Concrete Junction Box (Precast) to be paid for will be determined by measurement of the number boxes actually installed complying with the plans and City of Colorado Springs Standard Specifications 635.02.

b. Payment

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work.

636-04000 CITY INLET D-10 R (L=12 FT) (EA)

a. Measurement

The quantity of inlet to be paid for will be determined by measurement of the number of inlets actually constructed, including and accepted by the Engineer as complying with the plans and specifications.

b. Payment

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work. Payment for inlet shall include excavation, backfill, local depression and subdrain connections.

636-04001 CITY INLET D-10 R (L=4 FT) (EA)

a. Measurement

The quantity of inlet to be paid for will be determined by measurement of the number of inlets actually constructed, including and accepted by the Engineer as complying with the plans and specifications.

b. Payment

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work. Payment for inlet shall include excavation, backfill, local depression and subdrain connections.

637-00001 EXISTING 54-INCH PIPE CONCRETE LINER (LF)

a. Measurement

The intent of this item is similar to a “cast-in-place” liner, but hand formed. The quantity of concrete to repair the first 50 feet of each existing 54” pipe leaving the junction box (Complete In Place) to be paid for will be determined by measurement of the number of lineal feet actually installed. Repair of 54” pipe using concrete shall be in accordance with Section 637.04 of the City of Colorado Springs Standard Specifications.

b. Payment

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work.

902-00006 SEEDING AND MULCHING (SY)

a. Measurement

The quantity of Seeding and Mulching to be paid for will be the quantity specified in the bid form. No further measurement will be made. Seeding and Mulching must be accepted in the field by the Engineer as complying with the plans and specifications.

In the event that the seeding quantity must be revised to accommodate changing project conditions, the contractor shall submit a revised as-built seeding diagram and revised seeding quantities to the Engineer for approval. The Engineer will verify the revisions to the seeding area quantity in the field if necessary. To verify installation of appropriate seed quantities, Contractor will

provide delivery slips for seed as provided by the seed supplier. Seeding and Mulching work shall be in accordance with Section 02920 of the City of Colorado Springs Parks and Recreation Specifications, and the revisions to Section 02920 in these specification.

b. Payment

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials, soil preparation and protection of seeding areas necessary to complete the work.

990-60010 CONSTRUCTION SURVEY (LS)

a. Measurement

The quantity of Construction Surveying to be paid for shall be lump sum. Construction surveying shall include all items of work involved in conducting construction surveying. Construction Surveying shall be in accordance with Section 625 of the CDOT Standard Specifications for Road and Bridge Construction, and with the Revision to Section 625 – Construction Surveying.

b. Payment

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work.

Payment for construction surveying will be the contract lump sum bid and will be full compensation for all surveying work necessary to complete the project as shown on the plans, to include all resetting of stakes, marks, monuments Secondary and Primary Control points, and preparing supplemental or amended Project Control Diagrams.

Partial payment for construction surveying, as determined by the Engineer, will be made as the work progresses. The Contractor shall submit a schedule of estimated contractor construction surveying time before the first partial payment is made. Copies of the Survey Records for all completed survey work shall be submitted to the Engineer prior to payment of the monthly estimate.

Before final payment is made, the following two items shall be completed, bear the seal and signature of the responsible PLS or PE identified in CDOT subsection 625.01, and have copies submitted to the Engineer for review:

- (1) All survey records
- (2) Supplemental or amended Project Control Diagram

990-70010 F/A MINOR CONTRACT REVISIONS (FA)

a. Measurement

For work items required by the project and not identified as incidental to the work, a Minor Contract Revision may be initiated by and at the sole discretion of the Engineer. The intent of the MCR is to provide a mechanism for payment for minor work required to complete the project not identified elsewhere in the contract documents. If not deemed minor by the Engineer, the Contractor may be required to prepare a formal change order through the City process identified in the contract documents. Contractor may not submit Minor Contract Revisions without prior approval of the Engineer. The MCR should be completed and signed by the Contractor and Engineer prior to the start of the added or changed work. The Engineer is responsible for approving all change orders.

b. Payment

Payment will be made for Minor Contract Revisions at the agreed upon price for the work completed and shall include full compensation for all labor, equipment, tools, materials, and warranty necessary to complete the work.

990-90010 EROSION CONTROL (LS)

a. Measurement

Erosion Control is a lump sum pay item, and shall not be measured, except to verify that it has been furnished installed, maintained and accepted by the Engineer as complying with the plans, specifications and any required CDPHE work area permits. See Grading and Erosion Control Plans for quantities.

b. Payment

Payment will be made for Erosion Control at the agreed upon price for the work completed and shall include full compensation for all labor, equipment, tools, materials, and warranty necessary to complete the work.

990-90020 TRAFFIC CONTROL (LS)

a. Measurement

Traffic Control is a lump sum pay item, and shall not be measured, except to verify that it has been furnished installed, maintained and accepted by the Engineer as complying with the plans and specifications.

This item includes preparation of an adequate plan for Construction Phasing/Maintenance of Traffic (MOT) including motorized, pedestrian and bicycle traffic and adequate implementation of the same during construction of the project.

Traffic Control shall be in accordance with the City of Colorado Springs Supplement to MUTCD for Traffic Controls for Street Construction, Utility Work, and Maintenance Operations (October 2009) and Section 800 of the City of Colorado Springs Engineering Division Standard Specifications

b. Payment

Payment for Traffic Control shall be made at the unit price to include placement and removal of temporary pavement, temporary striping, embankment material, unclassified excavation material, temporary shoring, design and placement of Temporary retaining walls, contractor preparation, submittal, revision, and execution of traffic control plans and all other items of work involved in Construction Phasing/MOT. Payment shall also include but not be limited to traffic control supervisor, traffic control devices, concrete barrier or plastic water filled barrier, impact attenuators, temporary signals, temporary lighting, channelizing drums, advanced signage, variable message signs, uniformed traffic control, construction area signs, cones, flaggers and adequate ongoing advanced notice to the traveling public regarding lane or street closures.

Partial payment for Traffic Control, as determined by the Engineer, will be made as the work progresses. The Contractor shall submit a schedule of estimated Construction Phasing/MOT costs prior to the first partial payment.

SCHEDULE G – SCOPE OF WORK

G.1 BACKGROUND AND GENERAL INFORMATION

The culverts beneath Verde Drive are part of a storm drain network that serves the Spring Creek neighborhood. The storm drain network generally consists of inlets and pipes, a concrete lined channel (running north along the east side of Capulin Drive), a transitional inlet configuration, and 3 - 54" Corrugated Metal Pipes (CMPs) that begin at the upstream side of Verde Drive and continue north beneath the parking lot of the Market Square Shopping Center to a point of discharge into the Spring Creek Channel.

The City has identified that the existing 54" CMPs beneath Verde Drive are at the end of their design life. Inspection reports document corrosion and abrasion which have resulted in severely deteriorated inverts. In some cases the pipe has worn completely through and stormwater is scouring into the bedding and subgrade below the pipes.

The City is proposing to replace the portion of the CMPs that lie beneath Verde Drive with two, precast 4'x8' Reinforced Concrete Box Culverts (RCBC). Replacement of the pipes will require rebuilding the inlet segment that transitions the concrete channel into RCBC. It will also require removal of the junction box at the downstream end of the RCBCs and installation a precast junction box. In addition, the project proposes to remove and replace the storm drain pipes and inlets that are connected to the inlet transition and the junction box. The inverts of the CMPs downstream of the junction box will be lined with a concrete lining for 50 feet. Following installation of the drainage elements, the road surface and curb and gutter will be restored to approximate their existing lines and grades.

It is anticipated the City of Colorado Springs will provide Construction Management (CM) services and quality assurance testing of materials.

G.2 SCOPE OF SERVICE

A. GENERAL

The work to be done by the Contractor shall consist of removal and replacement of sidewalks, pedestrian ramps, curb and gutter, curb returns, driveways, pipes, inlets, concrete channel, asphalt paving, and removal of trees. The work shall include invert lining, restoration of all areas disturbed by the construction activities to a condition better than the pre-construction condition, and the protection or replacement of fencing, retaining walls, landscaping, removal of obstructions, minor utility relocation and/or adjustment, grading, soil scarification, moisture control, and backfill and compaction.

B. PAVING

The project shall be paved in accordance with the Pikes Peak Region Asphalt Paving Specifications. The typical pavement section for Verde Drive will be 9.0" HMA over 4"

CDOT Class 5 or 6 aggregate base course on a minimum 8" scarified and compacted subgrade. Areas identified for mill and overlay shall be milled to minimum depth of 2" HMA.

C. UTILITIES

Utilities will be encountered during execution of this project. Known utilities are shown on the attached design drawings. Utilities to be encountered include but are not limited to: water distribution, fiber optic, electrical, and gas lines. Known utilities were examined on a case-by-case basis and are avoided when feasible or relocated. Relocation of underground power will be coordinated with Colorado Springs Utilities and the City prior to construction start. Any relocation of other utilities shall be coordinated with the respective utility contact and shall be a continued effort throughout the duration of the project.

The proposed work in this contract includes the replacement and/or removal/ abandonment of potable water infrastructure within the CITY limits, including trench backfill, compaction and asphalt patch back. The Contractor shall furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, permits, equipment and all other necessary services needed to complete the work in a timely, high quality and cost-effective manner. Work completed shall meet the plans, specifications, contractual provisions, and UTILITIES/WSD Line Extension & Service Standards (LESS) and CITY Standards:

G.3 CONSTRUCTION TRAFFIC CONTROL

The Project drawings contain proposed project construction phasing plans that provide a feasible approach to the work while maintaining access to the adjacent properties. The Contractor is ultimately responsible for determining project phasing. Changes to the phasing shall be submitted to the Engineer for approval prior to commencing work.

The Contractor shall coordinate all closures – full and partial - with the Project Engineer, Mountain Metro Transit of Colorado Springs (Transit), and Harrison School District 2.

The City will allow full closure of Verde Drive from the east curb line of Capulin Drive to the leasing office drive of the Hidden Garden Apartments to install the new box culverts in Verde Rd. for a maximum period of 2 weeks, assuming no unknown items are discovered that could extend the time frame of the closure. Time extensions for the road closure must be approved by the Project Engineer and City Traffic Engineering Department.

The Contractor shall maintain limited/local access to the driveway identified on the plans as Alikar Gardens Drive for the duration of the project. The closure will likely disrupt normal traffic patterns to the Pikes Peak Elementary School which is located on Verde Drive approximately ½ mile southeast of the Project. The Contractor shall notify the school of the closure at least two weeks in advance.

Partial closures may be allowed on Capulin Drive. Temporary periods of full closure may be allowed during short periods when the contractor is working on the site and with concurrence of Transit. Capulin Drive is part of the Transit Route 15 service corridor. At no time shall full closures be allowed to occur on Capulin Drive and Verde Drive at the same time.

The temporary driveway to the Market Square Shopping Center shall be installed prior to closing the existing driveway as shown in the plans.

Pedestrian traffic shall be maintained through or around the site for the duration of the Project. The Contractor shall be responsible for all additional signs and markings required to route pedestrians.

G.4 ACCESSIBLE PEDESTRIAN FACILITIES

New and/or revised standard details for Accessible Pedestrian Facilities have been issued by the City following completion of these construction plans and specs. The Contractor shall be responsible for installing all pedestrian facilities in compliance with the latest City details.

G.5 DRAINAGE

The Contractor is CAUTIONED that work involves construction in and around drainage channel, and areas of local drainage. These areas are subject to frequent periodic inundation. The Contractor shall control all aspects of drainage including controlling groundwater, site drainage, and storm flows during construction.

G.6 PROPERTY RESTORATION

The Contractor shall be responsible for restoring adjacent properties disturbed as a part of this project. All Work will occur in right-of-way or easements obtained by the City with the explicit understanding that all disturbances will be restored to a condition equal to or better than the existing conditions. The Contractor shall be responsible for documenting the condition of the property prior to construction, coordinating with the adjacent property owners (or designated representative), and obtaining signed agreements with each property owner (or designated representative). The agreements must be reviewed and accepted by the Engineer prior to beginning the Work.

G.7 GRADING, EROSION, AND SEDIMENT CONTROL PLAN

Grading, Erosion, and Sediment Control (GESC) Plans are not included in the Verde Bridge Construction Plan Set, but are provided as a separate attachment. Similarly, a Grading and Erosion 'Control' Narrative (may also referred to as a Stormwater Management Plan or SWMP) is provided as a separated document. Both the Plan and Narrative are developed to be a reasonable and feasible approach to accomplishing the Work. However, both documents are intended to be 'living documents' and regardless

of the plan or narrative provided by the City, the Contractor is responsible for implementing the GESC Plans and SWMP in a manner that complies with all federal, state, and local laws; and all permitting requirements.

G.8 UTILITIES' WATER LINE EXTENSION AND SERVICE STANDARDS

https://www.csu.org/extrx/util_dev_svcs/svc_standards/water/chapter/2014_Water_Line_Extension_and_Service_Standards.pdf

G.9 CITY OF COLORADO SPRINGS STANDARD SPECIFICATIONS:

<https://coloradosprings.gov/public-works/page/standard-specifications-manual>

The Contractor shall perform the Work in a manner that minimizes impacts to UTILITIES' customers and the general public. Communication to customers or the general public shall be pre-approved by UTILITIES. GCs shall adhere to Utilities Brand Standards in all work performed.

Inspection services: Contractors will be charged for inspection services that are required outside of UTILITIES' normal working hours and the following holidays during the project duration: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day and Christmas Day.

SCHEDULE H – CONSTRUCTION PLAN SET

SCHEDULE I – EROSION CONTROL PLAN SET

SCHEDULE J - LIST OF EXHIBITS

- Exhibit 1 Sample Contract
- Exhibit 2 Minimum Insurance Requirements
- Exhibit 3 Qualification Statement
- Exhibit 4 Representations and Certifications
- Exhibit 5 Bid Bond
- Exhibit 6 Notification of Utilities

EXHIBIT 1 SAMPLE CONTRACT

CONSTRUCTION CONTRACT

Contract Number:		Project Name/Title	
Vendor/Contractor			
Contact Name:		Telephone:	
Email Address:			
Address:			
Federal Tax ID #		Please check one:	<input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Partnership
City Contracting Specialist	Name & Phone#	City Dept Rep	Name & Phone# & Department Name
NOT TO EXCEED Contract Amount:		City Account #	Acct Code (5) Fund (3) Dept (4) Project (7)
Contract Type:		Period of Performance:	

1. INTRODUCTION

THIS TYPE CONTRACT ("Contract") is made and entered into this ___ day of _____, 2018 by and between the City of Colorado Springs, a Colorado municipal corporation and home rule city, in the County of El Paso, State of Colorado, (the "City"), and _____ (the "Contractor").

THE CITY AND THE CONTRACTOR HEREBY AGREE AS FOLLOWS:

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

The Contractor did on the ___ day of _____, 2018 submit to the City the Contractor's written offer and proposal to do the work therein described under the terms and conditions therein set forth and furnish all materials, supplies, labor, services, transportation, tools, equipment, and parts for said work in strict conformity with the accompanying Contract Documents, which are attached hereto and incorporated herein by this reference, including the following:

1. This Contract
2. Appendix A – Additional Terms and Conditions
3. Appendix B – Contractor's Proposal,
4. Appendix C – Statement of Work.
5. Schedule A – Proposal Price Sheet
6. Schedule B – General Construction Terms and Conditions
7. Schedule C – Special Construction Terms and Conditions

8. Schedule D – General Specifications
9. Schedule E – Special Specifications
10. Exhibit 1 – Performance Bond
11. Exhibit 2 – Labor and Material Payment Bond
12. Exhibit 3 – Maintenance Bond
13. Exhibit 4 – Notification of Utilities
14. Exhibit 5 – Project Schedule

2. COMPENSATION/CONSIDERATION

If FFP:

THIS FIRM FIXED PRICE CONTRACT is established at firm fixed amount of \$xxxxxxx.

Subject to the terms and conditions of the Contract Documents, Contractor shall provide all materials, supplies, labor, services, transportation, tools, equipment, and parts to perform _____ services for the City of Colorado Springs in a good and workmanlike manner to the satisfaction of the City for the total contract amount designated above and in the Notice of Award, to be paid by the City to the Contractor.

If T&M

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

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

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

provide the Contracts Specialist a revised estimate of the total cost of performing this Contract.

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

- (i) notifies the Contractor in writing that the estimated cost has been increased and
- (ii) provides a revised estimated total not to exceed price of performing this Contract.

IF FIXED UNIT PRICE

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 **256 Calendar Days** after the Notice-to-Proceed ("Period of Performance") as per the specifications and drawings. The Contractor shall provide a two-year guarantee on all work performed under this Contract after the job has been completed and accepted.

4. INSURANCE

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

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

The following provisions shall apply to this Contract and shall take precedence and control in the event of conflict with any other provisions of the Contract:

10. APPROPRIATION OF FUNDS

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

11. CHANGES

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

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

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

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

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

The Mayor of the City of Colorado Springs: Unlimited

12. ASSIGNMENT

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

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

13. CHOICE OF LAW

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

14. WORKERS' COMPENSATION INSURANCE

Contractor shall take out and maintain during the Period of Performance, Colorado Worker's Compensation Insurance for the Contractor and all employees of the Contractor. If any service is sublet by the Contractor, the Contractor shall require the subcontractor to provide the same coverage for the subcontractor and

subcontractor's employees. Workers' Compensation Insurance shall include occupational disease provisions covering any obligations of the Contractor in accord with the provisions of the Workers' Compensation Act of Colorado.

15. INDEMNIFICATION

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.

16. INDEPENDENT CONTRACTOR

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

17. APPLICABLE LAW AND LICENSES

In the conduct of the services or work contemplated in this Contract, the Contractor shall ensure that the Contractor and all subcontractors comply with all applicable state, federal and City and local law, rules and regulations, technical standards or

specifications. The Contractor shall qualify for and obtain any required licenses prior to commencement of work.

18. PRIOR AGREEMENTS

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

19. INTELLECTUAL PROPERTY

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

register, and file any such applications, and to do all other lawfully permitted acts to further the registration, prosecution, issuance, renewals, and extensions of copyrights or other protections with the same legal force and effect as if executed by the Contractor; further, the parties expressly agree that the provisions of this intellectual property rights section shall be binding upon the parties and their heirs, legal representatives, successors, and assigns.

20. WAIVERS

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

21. THIRD PARTIES

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

22. TERMINATION

A. Termination for Convenience.

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

the issuance of the Notice of Termination for convenience. Upon receipt of this notice the Contractor shall immediately: discontinue all services affected (unless the notice directs otherwise), and deliver to the City all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.

B. Termination for Cause

The occurrence of any one or more of the following events (“Event of Default”) will justify termination for cause:

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

discharged within sixty (60) Calendar Days after that appointment, or if Contractor shall consent to or acquiesces in that appointment.

viii. Contractor fails to commence correction of defective work or fails to correct defective work within a reasonable period of time after written notice.

If one or more of the events identified in Paragraphs i-viii above occur, City may give Contractor written notice of the event and direct the event be cured. Any such Notice to Cure will 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.

23. BOOKS OF ACCOUNT AND AUDITING

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

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

24. ILLEGAL ALIENS

Illegal Aliens - Public Contracts for Services - Compliance with Title 8, Article 17.5, Colorado Revised Statutes: The Contractor acknowledges, understands, agrees, and certifies that: In the performance of any work or the provision of any services by the Contractor under this Contract, the Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract; or enter into a contract with any subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or under the subcontract to this Contract. The Contractor certifies in accord with Section 8-17.5-102(1) C.R.S. that, on the date the Contractor signs this Contract, the Contractor does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that the Contractor shall participate in the e-verify program or Colorado Department of Labor and Employment program in order to confirm the employment eligibility of all employees who are newly hired for employment or to perform work under this Contract. The Contractor is expressly prohibited from using the e-verify program or Colorado Department of Labor and Employment program procedures to undertake pre-employment screening of job applicants while this Contract and any services under this Contract are being performed. If the Contractor obtains actual knowledge that a subcontractor performing work under this Contract for services knowingly employs or

contracts with an illegal alien, the Contractor shall notify the subcontractor and the City within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien, and terminate the subcontract with the subcontractor if within three days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the Contract with the subcontractor if during the three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. The Contractor shall comply with any request by the City, federal government, or the Colorado Department of Labor and Employment made in the course of an investigation. If the Contractor violates or fails to comply with any provision of C.R.S. 8-17.5-101 et seq, the City may terminate this Contract for breach of contract. If this Contract is so terminated, the Contractor shall be liable for any actual and consequential damages 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 accordance with section 24-34-402, C.R.S., the Contractor will not discriminate against any employee or applicant for employment because of disability, race, creed, color, sexual orientation, religion, age, national origin, or ancestry. But, with regard to a disability, it is not a discriminatory or an unfair employment practice for an employer to take into consideration disability if there is no reasonable accommodation that the employer can make with regard to the disability, the disability actually disqualifies the person from the job, and the disability has a significant impact on the job. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their disability, race, creed, color, sexual orientation, religion, age, national origin, or ancestry. Such actions 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.
- 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, sexual orientation, religion, age, national origin, or ancestry.

- D. Contractor will cooperate with the City in using Contractor's best efforts to ensure that Disadvantaged Business Enterprises are afforded the maximum opportunity to compete for subcontracts or work under this Contract.

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:
 - i. If either Party disputes or disagrees with a Contract term or the other Party's interpretation of a Contract term or has any other administrative or contractual dispute not addressed in the Unanticipated Circumstances provisions, such Party shall promptly give the other Party written notice of said dispute.
 - ii. The Parties shall hold a meeting as soon as reasonably possible, but in no event later than thirty (30) calendar days from the initial written notice of the dispute, attended by persons with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute; provided, however, that no such meeting shall be deemed to vitiate or reduce the obligations and liabilities of the Parties or be deemed a waiver by a Party of any remedies to which such Party would otherwise be entitled unless otherwise agreed to by the Parties in writing.
 - iii. If, within thirty (30) calendar days after such meeting, the Parties have not succeeded in negotiating a resolution of the dispute, they agree to submit the dispute to non-binding mediation and to bear equally the costs of the mediation.
 - iv. The Parties will jointly appoint a mutually acceptable mediator. If they fail to do so within twenty (20) calendar days from the conclusion of the negotiation period, they shall each select a mediator. The two mediators

will then appoint a third mediator who shall conduct mediation for the Parties as the sole mediator.

- v. The Parties agree to participate in good faith in the mediation and negotiations for a period of thirty (30) calendar days. The substantive and procedural law of the State of Colorado shall apply to the proceedings. If the Parties are not successful in resolving the dispute through mediation, then the Parties shall be free to pursue any other remedy afforded by the laws of the State of Colorado.
- vi. Until final resolution of any dispute hereunder, the Contractor shall diligently proceed with the performance of this Contract as directed by the City. For purposes of this Contract, termination for convenience shall not be deemed a dispute. The City of Colorado Springs and the Contractor agree to notify each other in a timely manner of any claim, dispute, or cause of action arising from or related to this Contract, and to negotiate in good faith to resolve any such claim, dispute, or cause of action. To the extent that such negotiations fail, the City of Colorado Springs and the Contractor agree that any lawsuit or cause of action that arises from or is related to this Contract shall be filed with and litigated only by the Colorado District Court for El Paso County, CO.

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.

IF T&M

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

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

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

34. INSPECTION OF SERVICES

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

- A. Definition of "services", as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City during Contract performance and for as long afterwards as the Contract requires.
- C. The City has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. The City will perform inspections and tests in a manner that will not unduly delay the work.
- D. If the City performs inspections or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to

furnish, at no increase in Contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

35. SECURITY

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

36. TIME IS OF THE ESSENCE

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

37. EMPLOYMENT OF LABOR

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

38. SALES TAX

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

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

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

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

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

Our Registration Numbers are as follows:
City of Colorado Springs
Federal I.D.: 84-6000573
Federal Excise: A-138557
State Sales Tax: 98-03479

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

39. SEVERABILITY

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

40. LIABILITY OF CITY EMPLOYEES

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

41. USE OF CITY NAME OR LOGO

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

42. TRAVEL

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

43. APPENDICES

The following Appendices are made a part of this Agreement:

1. Appendix A – Additional Terms and Conditions
2. Appendix B – Contractor's Proposal,
3. Appendix C – Statement of Work.
4. Appendix D – Project Schedule
5. Appendix E – Exhibits from the RFP
 - Performance Bond (Exhibit 8 of the RFP)
 - Labor and Material Payment Bond (Exhibit 9 of the RFP)
 - Maintenance Bond (Exhibit 10 of the RFP)
 - Notification of Utilities (Exhibit 11 of the RFP)
6. Schedule A – Proposal Price Sheet
7. Schedule B – General Construction Terms and Conditions
8. Schedule C – Special Construction Terms and Conditions
9. Schedule D – General Specifications
10. Schedule E – Special Specifications
11. Schedule F – Insurance Requirements

CONTRACT SIGNATURE PAGE

The Contractor certifies in accord with Section 8-17.5-102(1) C.R.S. that, on the date the Contractor signs this Contract, the Contractor does not knowingly employ or Contract with an illegal alien who will perform work under this Contract and that the Contractor shall participate in the e-verify program or Colorado Department of Labor and Employment program in order to confirm the employment eligibility of all employees who are newly hired for employment or to perform work under this Contract. The Contractor is expressly prohibited from using the e-verify program or Colorado Department of Labor and Employment program procedures to undertake pre-employment screening of job applicants while this Contract and any services under this Contract are being performed.

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

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

THE CITY OF COLORADO SPRINGS, COLORADO:

SECOND PARTY:	
Corporate Name	
Signature	Date
Title	

EXHIBIT 2 MINIMUM INSURANCE REQUIREMENTS

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.

<input type="checkbox"/>	Workers' Compensation and Employers Liability as required by statute. Employers Liability coverage is to be carried for a minimum limit of \$100,000.
<input type="checkbox"/>	Automobile Liability covering any auto (including owned, hired, and non-owned autos) with a minimum of \$1,000,000 each accident combined single limit.
<input type="checkbox"/>	Commercial General Liability for limits not less than \$1,000,000 combined single limit for bodily injury and property damage for each occurrence. Coverage shall include blanket contractual, broad form property damage, products and completed operations and contractors protective endorsements.

Except for workers' compensation and employer's liability insurance, the **City of Colorado Springs and PPRTA must be named as an additional insured.**

Certificates of Insurance must be submitted before commencing the work and provide 30 days' notice prior to any cancellation, non-renewal, or material changes to policies required under the contract.

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

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

(Name of Company)

(Signature)

(Date)

EXHIBIT 3 – QUALIFICATION STATEMENT

CITY OF COLORADO SPRINGS QUALIFICATION STATEMENT

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

(PRINT)

FIRM NAME: _____
ADDRESS: _____
CITY STATE ZIP: _____
AUTHORIZED REPRESENTATIVE: _____
TITLE: _____
AUTHORIZED SIGNATURE: _____
PHONE: _____ FAX: _____
E-MAIL ADDRESS: _____

1. TYPE OF BUSINESS

2. TYPE OF LICENSE & LOCATION

CORPORATION INDIVIDUAL
PARTNERSHIP JOINT VENTURE _____
OTHER: _____

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

4. NUMBER OF YEARS IN BUSINESS: _____

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

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

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

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

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

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

11. BANK REFERENCE: _____
ADDRESS: _____
CONTACT: _____ PHONE: _____

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

- 1. Location of Project: _____
Size of Project: _____
Contract Amount: _____
Contact Name and Title: _____
Contract Address: _____
Contact telephone and FAX Numbers: _____
- 2. Location of Project: _____
Size of Project: _____
Contract Amount: _____
Contact Name: _____
Contract Address: _____
Contact telephone and FAX Numbers: _____
- 3. Location of Project: _____
Size of Project: _____
Contract Amount: _____
Contact Name: _____
Contract Address: _____
Contact telephone and FAX Numbers: _____

13. LIST **CURRENT** SIMILAR PROJECTS (LOCAL OR STATE-WIDE) UNDER CONTRACT- INCLUDE LOCATION OF PROJECT, SIZE OF PROJECT (CONTRACT AMOUNT) CONTACT NAME, ADDRESS, TELEPHONE NUMBERS.

NOTE: DETAILED INFORMATION ON THESE PROJECTS MAY ALSO BE REQUESTED IN THE RFP PACKAGE.

- 1. Location of Project: _____
Size of Project: _____
Contract Amount: _____

Contact Name and Title:

Contact Address:

Contact telephone and FAX Numbers:

2. Location of Project: _____
Size of Project: _____
Contract Amount: _____
Contact Name and Title: _____
Contact Address: _____
Contact telephone and FAX Numbers: _____

3. Location of Project: _____
Size of Project: _____
Contract Amount: _____
Contact Name and Title: _____
Contact Address: _____
Contact telephone and FAX Numbers: _____

14. LIST OF SUB-CONTRACTORS TO BE USED FOR THIS PROJECT:
(INCLUDE NAME, ADDRESS, TELEPHONE NUMBER, TYPE OF WORK)

1. Name: _____
Address: _____
Telephone Number: _____
Type of Work: _____

2. Name: _____
Address: _____
Telephone Number: _____
Type of Work: _____

3. Name: _____
Address: _____
Telephone Number: _____
Type of Work: _____

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

EXHIBIT 4 -- 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 Bid.

Initials for 1

2. ETHICS VIOLATIONS

- a) The Offeror shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in this clause in its own operations and direct business relationships.
- b) Offeror certifies the Offeror has not violated or caused any person to violate, and shall not violate or cause any person to violate, the City’s Code of Ethics contained in Article 3, of Chapter 1 of the City Code and in the City’s Procurement Rules and Regulations
- c) When the Offeror has reasonable grounds to believe that a violation described in this clause may have occurred, the Offeror shall promptly report the possible violation to the City Contracts Specialist in writing.
- c) The Offeror must disclose with the signing of this Bid, the name of any officer, director, or agent who is also an employee of the City and any City employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Offeror’s firm or any of its branches.
- d) 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.
- e) 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.
- f) 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.
- g) The Offeror agrees to incorporate the substance of this clause (after substituting “Contractor” for “Offeror”) in all subcontracts under this offer.

Initials for 2

3. ILLEGAL ALIENS

If Offeror has any employees or subcontractors, Offeror shall comply with § 8-17.5-101, et seq., C.R.S. regarding Illegal Aliens – Public Contracts for Services, and this section of this Agreement. 8-17.5-102 includes, in part, that:

1. Offeror shall not:
 - a. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or
 - b. Enter into a contract with a subcontractor that fails to certify to Offeror that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
2. Offeror has verified or attempted to verify that Offeror does not employ any illegal aliens and, will participate in the E-Verify Program or State Department program in order to confirm eligibility of all employees who are newly hired to perform work under public contract for services.
3. Offeror will not use E-Verify Program or State Department program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.
4. If Offeror obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Offeror shall:
 - a. Notify the subcontractor and the City within three days that Offeror has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - b. Terminate the subcontract with the subcontractor if within three days of receiving such notice, the subcontractor does not stop employing or contracting with the illegal alien. However, the Offeror shall not terminate the contract with the subcontractor if during this three day period:
 - i. The subcontractor provides information which establishes that the subcontractor has not knowingly employed or contracted with an illegal alien, and
 - ii. The Offeror will not employ the illegal aliens in the performance of any City contract.
5. Offeror shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in §8-17.5-102(5), C.R.S.
6. If Offeror violates this provision, the City may terminate the contract for a breach of contract. If the Agreement is terminated, the Offeror shall be liable for actual and consequential damages.

Initials for 3

4. COOPERATION WITH OTHER CONTRACTORS

Other City activities/contracts may be in progress or start during the performance of this

contract. The Offeror shall coordinate the work harmoniously with the other contractors or City personnel, if applicable.

Initials for 4

5. 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.

Initials for 5

6. LITIGATION

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

Initials for 6

7. CONTRACTOR'S REGISTRATION INFORMATION

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

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

_____ Nonprofit

_____ Small Business

_____ Minority Owned Business/Small Disadvantaged Business

_____ Woman Owned Business

_____ Veteran Owned Business

_____ Service-Disabled Veteran Owned Business

_____ HUBZone Business

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

Initials for 7

8. CONTRACTOR PERSONNEL

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

The individual, _____ (Name)
with position, _____ (Title)
Can be reached at:
Work telephone number: _____
Home telephone number: _____
Cellular telephone number: _____
E-mail address: _____

Initials for 8

9. OFFEROR’S CERTIFICATION

The undersigned hereby affirms that:

- a) He/She is a duly authorized agent of the Offeror;
b) He/She has read and agrees to the City’s standard terms and conditions attached.

- c) The offer is presented in full compliance with the collusive prohibitions of the City of Colorado Springs. The Offeror certifies that no employee of its firm has discussed, or compared the offer with any other offeror or City employee and has not colluded with any other offeror or City employee.
- d) The Offeror certifies that it has checked all of its figures, and understands that the City will not be responsible for any errors or omissions on the part of the Offeror in preparing its Bid.
- e) By submitting an offer the Offeror certifies that it has complied and will comply with all requirements of local, state, and federal laws, and that no legal requirements have been or will be violated in making or accepting this solicitation.

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

Initials for 9

10. 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
 - a. Are (), Are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - b. 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
 - c. 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.

Initials for 10

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

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

Initials for 11

12. CITY CONTRACTOR SAFETY PROGRAM

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

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

Initials for 12

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

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

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

Initials for 13

14. 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 CityAuditManagement@springsgov.com. Any of these mechanisms allow for anonymous reporting. For more information, please go to the website <https://coloradosprings.gov/cityfraud>.

Initials for 14

Name of Company:

Federal Tax ID Number:

DUNS Number:

Principal Place of Business:

Signature of Authorized Representative

Printed Name:

Title:

Date:

EXHIBIT 5 CITY OF COLORADO SPRINGS BID BOND

1. KNOW ALL MEN BY THESE PRESENTS, THAT:

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

 (Address)

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

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

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

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

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

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

Signed and sealed on the dates set forth below:

 (Witness) FOR: _____
 (Principals Name)

BY: _____

ITS: _____

(Seal) This _____ day of _____

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

BY: _____

ITS: _____

(Seal) This _____ Day of _____

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

EXHIBIT 6 – NOTIFICATION OF UTILITIES

General Information

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

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

Telephone References

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

Standard Utility Color Code

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

Contractor Responsibilities

1. Contact Colorado Springs Utilities, and/or other applicable utilities company or provider, at least twenty four hours prior to starting the project so that our service inspector can make contact on the job site.
2. All replacement taps will have to be coordinated and notification must be given to Colorado Springs Utilities twenty four hours prior to scheduling.
3. Any water interruption to properties involved must be notified at least twenty-four hours prior to shut down and coordinated with a service inspector.
4. If in the event a property or business is involved that cannot be without water the Contractor will be responsible for keeping them in water while the shutdown is in effect.

5. If for any reason when water is restored after the shutdown that a property has no water and Colorado Springs Utilities is contacted to determine the problem, the Contractor will be responsible for digging, regardless of the time of day to restore service. Contractor must provide Colorado Springs Utilities with a name and telephone number of an after-hours contact in case of emergency.
6. All services which would be replaced will have to meet our water specifications and be approved by the Water service inspector.
7. All materials pertaining to lowering or replacing water service lines, regardless of size, will be the responsibility of the Contractor unless otherwise specified in Engineering Specifications and Plans.
8. If for any reason it would not be feasible to shut down and notify affected properties, it would be the responsibility of the Contractor to provide temporary water for the houses or businesses involved.

Pre-excavation Checklist

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