INVITATION FOR BID (IFB)

BID # B16-139MZ

September 29, 2016

CAMP CREEK CHANNEL AT 31ST STREET (FEMA CS-031)

FOR
CITY OF COLORADO SPRINGS

PUBLIC WORKS
ENGINEERING/STORMWATER DEPARTMENT

PRE-BID CONFERENCE

NO PRE-BID CONFERENCE

OFFERS DUE:

2:00 P.M., TUESDAY OCTOBER 18, 2016

Contact
Michael Zeller
Contracts Specialist
30 S. Nevada Avenue, Suite 201
Colorado Springs, CO 80903-2599
(719) 385-5264
FAX (719) 475-8477
mzeller@springsgov.com

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PROJECT DESCRIPTION

Storm damage caused undermining underneath and behind eight (8) concrete armoring panels in the natural channel between opposing lanes of traffic on 31st Street. Work to be accomplished:

Repair all trapezoidal channels including slide slopes and bottom by increasing the slab width to 6" and installing #6 and #7 rebar along with 4,500 PSI concrete with fiber mesh included for extra strength.

Install mitigation controls in the form of a toe wall to support new side panels and reduce the possibility of undermining or erosion in a future event.

All work to be accomplished according to specifications and plans.

SCHEDULE A - BID FORM

The undersigned declares that it has carefully examined the bid information and the complete Solicitation, (The term solicitation means the complete invitation for bid) in submitting a bid for **"CAMP CREEK CHANNEL AT 31ST STREET (FEMA CS-031)".** The Offeror's signature will be considered the offeror's acknowledgment of understanding and ability to comply with all items in this solicitation. If an offeror makes any changes or corrections to the bid documents (such as white out, or writing over a figure, etc.) such changes or corrections must be initialed and dated by the person signing the offer prior to its submittal.

TOTAL BID will be evaluated and awarded as follows: The City of Colorado Springs intends to award a contract to the lowest responsible and responsive bidder as specified in B.18. Each bidder will provide pricing for any or all items listed.

OFFER

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	EXT COST
202-00025	Removal of Slope & Ditch Paving	120	SY	**$**	**$**
203-00000	Unclassified Excavation	50	CY	**$**	**$**
203-00100	Muck Excavation	10	CY	**$**	**$**
208-00400	Water Flow Control	1	LS	**$**	**$**
506-00036	VH Riprap	30	CY	**$**	**$**
506-00412	Soil Riprap	30	CY	**$**	**$**
507-00100	Concrete Slope & Ditch Paving (Reinforced)	26	CY	**$**	**$**
614-00000	Traffic Control	1	LS	**$**	**$**
626-00005	Mobilization	1	LS	**$**	**$**
901-00300	Temporary Erosion Control	1	LS	**$**	**$**
				TOTAL	**$**

BID FORM
SIGNATURE PAGE

By signing in this space, the contractor hereby certifies that this company is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from bidding/proposing on any federal, state, county or municipal Invitations for Bids or Requests for Proposals.

_____ _____
Signature Date

_____
Title

THE CONTRACTOR hereby Certifies that at the time of this certification, the Contractor does not knowingly employ or contract with an illegal alien and that the contractor has participated or attempted to participate in the basic pilot program in order to verify that the Contractor does not employ any illegal aliens. "Basic pilot program" means the basic pilot employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, that is administered by the United States department of homeland security.

If awarded the contract, the undersigned hereby agrees to sign said Contract, and furnish the necessary bonds within ten (10) days of receipt of the "Notice of Award", of said contract, and to begin work within ten (10) days from the date of receipt of the "Notice to Proceed".

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

_____ _____
(Name of Company) (Signature)

_____
(Address)

_____ _____
(City, State and Zip) (Telephone Number)

_____ _____
(Name typed/Printed) (Title) (Facsimile Number)

FEDERAL TAX ID #_____

This Company Is: Corporation___ Individual____ Partnership____ LLC____

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

AMENDMENT #1_____ DATED: _____

AMENDMENT #2_____ DATED: _____

SCHEDULE B - INSTRUCTIONS TO BIDDERS

GENERAL INFORMATION

City Contracting no longer maintains a bidders' list. All projects subject to formal competition are posted on Rocky Mountain E Purchasing (www.rockymountainbidsystem.com) or in the lobby of our office at 30 S. Nevada Ave., Ste. 201, Colorado Springs, CO 80903.
The City of Colorado Springs Contracting now utilizes Rocky Mountain E Purchasing which can be accessed here. This system will provide you with convenient access to all bid information for the City of Colorado Springs as well as 106 other local agencies throughout Colorado. To receive email alerts of open bids in your field please register with Rocky Mountain E Purchasing System and complete your online registration. All vendors are encouraged to register in order to access RFP's, IFB's, addenda, and awards.

B.1 BID ISSUE DATE

Invitation for Bid (IFB) Number B16-109MZ is being posted on the web-site on September 29, 2016.

B.2 PROCUREMENT RULES AND REGULATIONS

All formal Invitation for Bids (IFB) 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 Contracting web-site www.springsgov.com. Any discrepancies or conflicting statements, decisions regarding bidding irregularities, clauses or specifications will be rectified utilizing the City's Procurement Rules and Regulations. It is the bidder's responsibility to advise the Contracting Specialist listed in these bidding documents of any potential discrepancies, conflicting statements, clauses or specifications prior to the bid opening date and time.

B.3 PREPARATION OF BID OFFER

B.3.1 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.3.2 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.

B.3.3 All items, (unless the invitation specifically states otherwise) including any additive or deductive alternates on the bid schedule, must be completely filled out or the bid will be determined non-responsive and ineligible for consideration for award.

B.3.4 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 solicitation.

B.3.5 The bidder certifies that no person or firm other than the bidder or as otherwise indicated has any interest whatsoever in this bid/offer or the Contract that may be entered into as a result of this bid/offer and that in all respects the offer is legal and firm, submitted in good faith without collusion or fraud.

B.3.6 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 a bidder responsive and responsible and awarding contracts in the best interest of the City.

B.3.7 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.

B.4 EXPLANATIONS TO PROSPECTIVE OFFERORS

Any prospective bidder desiring an explanation or interpretation of the solicitation documents, drawings, specifications, etc., must request it in writing soon enough to allow 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 bid offers or if the lack of it would be prejudicial to other prospective bidders.

B.5 QUESTIONS AND OTHER REQUESTS FOR INFORMATION

All questions shall be submitted in writing to the following specified individual. The preferred method of submitting written questions is via e-mail. All questions must be received no later than five calendar days prior to bid opening date.

All questions shall be directed to:	Michael Zeller - mzeller@springsgov.com

B.6 PRE-BID CONFERENCE

No Pre-Bid Conference will be held

B.7 AMENDMENTS TO THE SOLICITATION

Amendments are also referred to as addendum or addenda; and these terms shall be considered synonymous. The City of Colorado Springs will post all addenda on the web-site. It is the bidder's responsibility to check the web-site for posted addenda or contact the Contracting Specialist listed in B.5 to confirm the number of Amendments which have been issued.

B.7.1 If this solicitation is amended, then all specifications, terms and conditions, which are not amended, remain unchanged.

B.7.2 Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting a bid offers, or (3) by letter or facsimile.

B.7.3 Acknowledged amendments must be received prior to bid opening. Bidders are encouraged to include signed addenda or initialed acknowledgment with returned bids.

B.8 BID BOND REQUIREMENTS

A Bid bond IS required for this bid.

B.9 ESTIMATED QUANTITIES

If the bid schedule herein contains estimated quantities this provision is applicable. The quantities listed for each of the items in the bid schedule are only estimated quantities. Contractors are required to bid a firm unit cost 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 schedule such as overhead, profit, mobilization, de-mobilization, bonding, etc. shall be distributed throughout the bidder's unit prices for the items listed in the bid schedule.

B.10 SALES TAX

The contractor shall apply with 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 (3.12%) which shall be applicable and included in your bid or proposal in all cases. 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 in 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 of 8.25% (City-3.12%, County-1.23%, PPRTA-1%, and State-2.9%).

The Contractor and all subcontractors shall include in their bid City of Colorado Springs Sales and Use Tax (3.12%) 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 (3.12%) 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 unless already included in the bid price. Any outstanding

taxes due may be withheld from the final payment due the contractor and may result in suspension from bidding on City projects.

Forms and instructions can be downloaded at Coloradosprings.gov, search "Sales Tax Applications and Forms") 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.: 84-6000574
Federal Excise: A-138557
State Sales Tax: 98-03479

B.11 IDENTIFICATION OF BID

Bids must be returned in a sealed envelope; solicitation number and date for submission of offers must be clearly marked on the outside in the lower left hand corner: Any offer that is submitted without being properly marked may be opened for identification prior to the deadline for receipt of offers and then resealed.

BID # B16-139MZ CAMP CREEK CHANNEL AT 31ST STREET (FEMA CS-031)
OCTOBER 18, 2016 – 2:00 PM
COMPANY NAME: _____

B.12 SUBMISSION OF BIDS

B.12.1 Bids are to be submitted in a sealed envelope to City Contracting Office, 30 S. Nevada Ave., Suite 201, Colorado Springs CO. 80903.

B.12.2 Date/Time: Bids shall be received on or before: 2:00 PM, OCTOBER 18, 2016

B.12.3 BID SUBMITTAL DOCUMENTS:

The following listed documents must be submitted with your bid in order for your bid submittal to be considered responsive. Use this list as a checklist to make sure all required documents are submitted.

Schedule A - Bid Form
Bid Bond – Exhibit 1
Representations and Certifications – Appendix 1
Minimum Insurance Requirements – Appendix 2
Certification Regarding Debarment – Appendix 3
Restriction on Lobbying Certification – Appendix 4
Non-Collusion Affidavit – Appendix 5
Equal Employment Status- Appendix 6
Addendums if issued

**********LATE BIDS WILL NOT BE ACCEPTED**********

B.13 NUMBER OF COPIES

Bidder shall submit in its sealed and marked envelope, one (1) copy of its bid, signed in ink, and, one (1) original copy of the Bid Bond as defined in B.8.

B.14 LATE BIDS/LATE MODIFICATIONS OF BIDS

B.14.1 Bids received in the office designated in B.12 above, after the exact time set for opening are considered "late bids", and will not be accepted by the Bid Opening Official. Bidders are solely responsible for insuring their bids arrive on time and to the place of bids specified in the Invitation for Bid.

B.14.2 The City of Colorado Springs will not consider a late bid or late modification of bid unless:

There is conclusive evidence that the bid was submitted to the office designated in B.12 above, on time and was mishandled by the City of Colorado Springs (i.e. lost or misplaced) City Contracting personnel responsible for handling/receiving bids. Mishandling by other units or offices of the City of Colorado Springs does not constitute City Contracting personnel.
Or – it was the only bid received.

B.15 MISTAKES IN BIDS - CONFIRMATION OF BID

When it appears from a review of the bid that a mistake has been made, the bidder may be requested to confirm their bid. Situations in which the confirmation may be requested include obvious, apparent errors on the face of the 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.

B.16 MINOR INFORMALITIES/IRREGULARITIES IN BIDS

B.16.1 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 services being acquired.

B.16.2 If the City Procurement Services determines that the bid submitted contains a minor informality or irregularity, then the Manager shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid, 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;

B.16.2.1 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 bond, or signed cover letter which references the bid # and amount of bid).

B.16.2.2 Bidder fails to acknowledge an Amendment - 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.

B.17 REJECTION OF BIDS

Any bid that fails to conform to the essential requirements of the Invitation for Bids will be rejected.

B.17.1 Any bid that does not conform to the applicable specifications shall be rejected unless the invitation authorizes the submission of alternate bids and the items or services offered as alternates meet the requirements specified in the Invitation for Bids.

B.17.2 A bid shall be rejected when the bidder imposes conditions that would modify requirements of the invitation 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:

B.17.2.1 Protects against future changes in conditions, such as increased costs, if total possible costs to the City cannot be determined.

B.17.2.2. Fails to state a price and indicates that price shall be "price in effect at time delivery".

B.17.2.3 States a price but qualifies it as being subject to "price in effect at time of delivery".

B.17.2.4 Takes exceptions to the Invitation for Bids terms and conditions.

B.17.2.5 Inserts the bidder's terms and conditions.

B.17.2.6 Limits the rights of the City under any contract/invitation for bid clause.

B.18 BASIS OF AWARD

The City of Colorado Springs intends to award a contract resulting from this solicitation to the lowest, responsive, responsible bidder, whose offer conforming to the solicitation, will be most advantageous to and in the best interest of the City of Colorado Springs, cost or price and other factors considered.

B.18.1 In addition to other factors, bid/offers will be evaluated on the basis of advantages and disadvantages to the City that might result from offers received.

B.18.2 The City reserves the right to reject any or all proposals and to waive informalities and/or irregularities in the bid offer.

B.19 RESERVED

B.20 PERIOD OF ACCEPTANCE

The bidder agrees that its bid offer shall remain open for acceptance by the City for a period of sixty (60) calendar days from the date specified in the solicitation for receipt of bids. Additionally the City reserves the right to extend any resultant contract or previously approved contract extension for up to six months whiles products or services are being rebid.

B.21 BID RESULTS

The City of Colorado Springs does not mail bid results or tabulations. However, bid tabulations are posted and can be downloaded from the web-site.

Bid tabulations will also be faxed upon request. To request bid tabulation, call (719) 385-5264.

B.22 CONTRACT AWARD

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

B.23 TYPE OF CONTRACT

It is the intent of this Invitation for Bids (IFB) to award a fixed unit price contract based on the prices offered by the lowest responsive and responsible bidders. Contract prices shall remain firm and fixed throughout the contract performance period.

B.24 ADDITIONAL BOND REQUIREMENTS

B.24.1 Performance, Labor and Materials Payment, and Maintenance Bonds

The Contractor shall furnish to the City of Colorado Springs one copy of each; Performance Bond, Labor and Materials Payment Bond, and a Maintenance Bond in the amount of 100% of the total contract within ten (10) calendar days after notification of award of a contract. The cost of all bonds shall be included in Contractor’s bid offer.

Bonds shall:

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

B.25 F.O.B. DESTINATION

Unless otherwise specified in the invitation for bid, all goods, materials, supplies, equipment or services covered by this solicitation shall be delivered F.O.B. destination, all freight charges prepaid and allowed, within the city limits of the City of Colorado Springs, Colorado, at the location indicated in the awarded contract or purchase order.

B.26 TERMS, CONDITIONS AND SPECIAL PROVISIONS

Bidders are advised to pay special attention to Schedules C, Terms and Conditions, Schedule D, General Provisions, Schedule F, Technical Provisions, and Schedule G, Clauses for Federal Requirements. These schedules may contain requirements that will have an impact on all potential bidders, such as Liquidated Damages, Indemnification, DBE participation, type of contract, and delivery schedule.

B.27 FISCAL OBLIGATIONS OF CITY

This Agreement 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 Agreement, 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 Agreement 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 Agreement, 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 Agreement.

B.28 EQUAL EMPLOYMENT OPPORTUNITY

B.28.1 In connection with this procurement, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, marital status or disability. The contractor will take affirmative action to ensure that all applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, age, marital status or disability. 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 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 race, color, religion, sex, age, or national origin.

The Contractor will comply with all equal employment opportunity provisions, rules, regulations and executive orders issued by the City of Colorado Springs, State of Colorado and the Secretary of Labor.

The Contractor will furnish all information and reports required by any equal employment opportunity provisions, rules, regulations and executive orders and will permit access to its books, records, and accounts for purposes of investigation to ascertain compliance with such Rules, Regulations, and Orders.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such Rules, Regulations, or Orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further City contracts.

B.29 PERIOD OF PERFORMANCE

The Requirements Contract Period of Performance will be 90 Calendar Days from Notice to Proceed. The bid prices shall remain firm fixed for the entire initial contract period.

B.30 NOTICE TO PROCEED

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

SCHEDULE C - CONTRACT TERMS AND CONDITIONS

C.1 INTEGRATION

This Contract, its Exhibits, and other documents incorporated by reference contain the entire Agreement between the parties. Prior written or oral agreements, if any, shall be deemed of no effect and shall not be binding upon either party.

C.2 KEY PERSONNEL

The Contractor's key personnel listed in the Contractor's proposal shall be the individuals used in the performance of the work. If any of the key personnel leave the Contractor's employment or are otherwise not utilized in the performance of the work, approval to substitute must be obtained in writing from the City prior to implementing the change. Any substitute shall have the same or a higher standard of qualifications that the key personnel possessed at the time of Contract award, subject to the approval of the City. The Contractor shall inform the Project Manager immediately upon the Contractor's proposed change in key personnel.

C.3 F.O.B. DESTINATION

Unless otherwise specified in the invitation for bid, all goods, materials, supplies, equipment or services covered by this solicitation shall be delivered F.O.B. destination, all freight charges prepaid and allowed, within the city limits of the City of Colorado Springs, Colorado, at the location indicated in the awarded contract or purchase order.

C.4 TERMS, CONDITIONS AND SPECIAL PROVISIONS

Bidders are advised to pay special attention to Schedules C, Terms and Conditions, and Schedule D, Special Provisions. These schedules may contain requirements that will have an impact on all potential bidders, such as Liquidated Damages, Indemnification, DBE participation, type of contract, and delivery schedule.

C.5 FISCAL OBLIGATIONS OF CITY

This Agreement 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 Agreement, 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 Agreement 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 Agreement, 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 Agreement.

C.6 GRANT FUNDED PROJECT

Uniform Grant Guidance Procurement Language, 2 CFR 200, is applicable to this solicitation and included in Schedule G.

C.7 SMALL BUSINESS REQUIREMENTS

The City of Colorado Springs encourages all qualified Offerors to submit proposals or bids in response to this solicitation. For evaluated proposals, Offerors who are registered with the Small Business Administration as a Small Disadvantaged Business (SDB), a Woman-Owned Small Business (WOSB), or a HUB Zone Small Business will receive one additional evaluation point. For evaluation of bids, SDBs, WOSBs, and HUB Zone businesses will be given a 1% preference in price. That is, 1% will be reduced from the price of an SDB, WOSB, or HUB Zone business in the evaluation of the proposals for the purpose of determining lowest offeror. Subcontracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

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

Affirmative steps must include:

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

C.8 CONFIDENTIAL MATTERS

All data and information gathered by the Contractor and its subcontractors, and all reports, recommendations, drawings, documents, and data shall be treated by the Contractor and its subcontractors as confidential. The Contractor and its subcontractors must agree not to communicate and disclose the aforesaid matters to a third party or use them in advertising, publicity, or propaganda and/or in another job or jobs, unless prior written consent is obtained from the City.

SCHEDULE D - CONTRACT GENERAL PROVISIONS

D.1 DEFINITIONS AND TERMS

The definitions included in the City's Procurement Rules and Regulations shall apply to this Contract, unless this Contract contains an alternative definition, which shall supersede the definition in the Procurement Rules and Regulations. See the City of Colorado Springs, Colorado Procurement Rules 1-103 "Terms Defined in These Regulations".

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 either sex.

The titles or headings of the sections and subsections herein are intended for convenience of reference.

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	City of Colorado Springs, Colorado.
Contract Documents	Contract Documents include the Contract and associated Exhibits, Attachments, and Addenda, including any incorporated documents from the City's Request for Proposals, or the Offeror's proposal, and modifications incorporated prior to execution of the Contract.
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, and any written amendments to such documents, 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	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 the Project Manager assigned by the City.

Notice to the Contractor will be to the Chief representative of the Contractor at the site of the project in person; or by registered mail to the place stated in the papers prepared by the Contractor to accompany its proposal as the address of its permanent place of business.

Notice to the Surety on the performance bond by registered mail to the Surety at the home office of such Surety.

Project Manager	An individual representing the City responsible for managing and oversight of the Contract. This person is determined after award.
Project	The entire improvement proposed by the City to be constructed in whole or in part pursuant to the Contract.
Cost Proposal Form	The unit cost proposal submitted to the City by Contractor as part of Contractor's Proposal.
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 Performance, Payment and Maintenance Bonds.
Work	The entire scope of activities related to construction and the various separately identifiable parts thereof required to be performed or furnished under the Contract Documents, or necessarily implied therefrom. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce the construction, and furnishing, installing, and incorporating all materials and equipment into the construction, all as required by the Contract Documents.

D.2 INTERPRETATION OF QUANTITIES IN UNIT PRICING COST SCHEDULE

Except as otherwise provided in this subsection (and the method of measurement for individual items), the quantities appearing in the Unit Pricing Cost Schedule are estimates prepared for the comparison of proposals prior to Contract award. The estimated quantities of Work to be performed and materials to be furnished may be increased, decreased or omitted.
Payment to the Contractor will be made on the basis of the unit costs provided in the Unit Pricing Cost Schedule, in accordance with the following procedures for determining actual quantities:

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

D.3 MATERIAL GUARANTY

If requested by the City, the Contractor shall furnish a complete statement of the origin, composition, and manufacture of materials used in the construction of the work together with samples, which will be tested for conformance with Contract requirements.

D.4 EQUAL OPPORTUNITY

The City's Procurement Services Division shall be responsible for ensuring the procurement of products, commodities, and services are in a manner that affords all responsible businesses a fair and equal opportunity to compete.

D.5 CONTRACT DOCUMENT INTERPRETATION

D.5.1 INTENT OF CONTRACT DOCUMENTS

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, plant, 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 ORDER OF PRECEDENCE subsection C.5.3 below.

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 shall 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.

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 Contract 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.

D.5.2 SPECIAL PROVISIONS, SPECIAL SPECIFICATIONS

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

D.5.3 ORDER OF PRECEDENCE

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

Contract Terms and Conditions
Contract Special Provisions
Contract General Provisions
Contract Form
Plans
Detailed Plans
Standard Drawings
Calculated dimensions will govern over scaled dimensions.
Contractor's Proposal

D.5.4 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 opening of bids, 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 opening bids shall, prima facie, be deemed to have been engaged in such business for a reasonable length of time.

D.5.5 "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.

D.5.6 TIME OF ESSENCE

In as much as the Contract concerns a needed improvement, the provisions of the Contract relating to the time of performance and completion of Work are of the essence of this Contract. The Contractor should be prepared to begin work on the day specified in the Notice to Proceed 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.

D.5.7 PARTIAL WAIVER OR WAIVER BY ACQUIESCENCE

Partial waiver or waiver by acquiescence of any term or condition of this Contract shall not constitute waiver of any term, condition, or privilege contained in the Contract Documents, whether of the same or similar type.

D.6 COMPLIANCE WITH LAWS AND REGULATIONS

D.6.1 LAWS AND REGULATIONS

This Contract is subject to and shall be interpreted under the laws 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 Jurisdiction shall exclusively be in the District Court for El Paso County. The Contractor shall insure that the Contractor and the Contractor's employees, agents, and officers are familiar with, and comply with, applicable Federal, State, and Local laws and regulations as now written or hereafter amended.

D.6.2 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 hereby inserted and incorporated herein by this reference. 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.

D.6.4 SEVERABILITY

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

D.6.5 ILLEGAL ALIENS - PUBLIC CONTRACTS FOR SERVICES

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 the public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall notify the subcontractor and the City within three (3) 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 (3) 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 (3) 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 that the department, pursuant to the authority established in Section 8-17.5-102 C.R.S., or a City or federal 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.

D.6.6 LICENSES AND PERMITS

The Contractor shall obtain, at its expense, all necessary licenses and permits to perform the Work, 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 (R.O.W) and easements i.e. (curb and gutter, sidewalks, pedestrian ramps and cross pans).

Permits and licenses necessary for the prosecution of the Work shall be secured and paid for by the Contractor. The Contractor shall be responsible for all water and wastewater tap fees and water and wastewater connection fees as set forth in the Code of the City of Colorado Springs, as amended. Projects that involve Building Permits and sprinkler systems will require water or wastewater connection fees or both.

Licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the City, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the Work as drawn and specified. If the Contractor observes that the Plans and Specifications are at variance therewith, he shall promptly notify the Project Manager in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the Work.

Prior to the start of construction, the Contractor shall procure all permits and licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the Work. Copies of the fully executed permits shall be furnished to the Project Manager. It is the responsibility of the Contractor to be aware of the terms and conditions of all permits, and it is the Contractor's responsibility that the terms and conditions are satisfied.

The City inspectors monitor compliance with this clause and will utilize checklists to ensure all necessary permits have been acquired and fees have been paid.

D.7 EXECUTION OF CONTRACT

D.7.1 CONTRACT EXECUTED

A single original contract to include the Contractor's Performance, Labor and Material Payment and Maintenance Bonds shall 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 Contracting 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:

Contractor
Project Manager
City Finance Department
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 as Exhibits of the Contract.

D.7.2 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 Contract Documents.

D.7.3 CONTRACT SECURITY

The Contractor shall furnish good and sufficient Performance, Labor and Material Payment and Maintenance Bonds on the forms found in the Exhibits 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, the City shall have the right to require additional and sufficient assurances 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.

D.7.4 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.

D.8 THE CONTRACT: FOLLOWING EXECUTION

D.8.1 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.

D.8.2 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 that shall be used for coordination, for evaluation of progress, and for the evaluation of changes to the Contract. The 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 proposed in the Contract Documents. Days scheduled as no work days shall be indicated. The Schedule shall consist of a Methods Statement as defined below, and a progress schedule consisting of (1) a Critical Path Method (CPM) schedule as defined 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 be capable of being read and manipulated by Suretrak Project Manager software. The Schedule shall show all Work completed within the contract time. 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 at no additional cost to the City.

Upon Notice to Proceed on individual street projects released by the Project Manager, 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 Critical Path Method 90-day schedule shall be submitted at least 10 working days (non-weekend days and City holidays) prior to the start of the Work. The Project Manager's review of the Schedule will not exceed 5 working days. Work shall not begin until the Schedule is accepted in writing, unless otherwise approved by the Project Manager.

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:

Feature:	Name of the feature;
Responsibility:	Contractor, subcontractor, supplier, utility, etc. responsible for the feature;
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;
Production Rates:	The planned quantity of work per day for each feature;
Labor Force:	The labor force planned to do the Work;
Equipment:	The number, types, and capacities of equipment planned to do the Work;
Work Times:	The planned time for the Work to include: number of work days per week number of shifts per day 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.

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, may 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 5 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 1 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.

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 contract time. This submittal shall include a Time Scaled Logic Diagram.

Project Schedule. The Project Schedule submittal shall consist of a Time Scaled Logic Diagram and Schedule Report. It shall be prepared in full and submitted to the Project Manager within 45 Calendar Days after the Project Manager's acceptance of the 90-day Schedule. The Project Manager's review of the Project Schedule will not exceed one calendar week. Revisions required as a result of the Project Manager's review shall be submitted within one week. Work shall not continue beyond the initial 90 days until the Project Schedule is accepted in writing, unless otherwise approved by the Project Manager.

The Project Schedule shall cover the time from the day of Notice to Proceed on the individual street projects released by the Project Manager, to the predicted completion date.

The Schedule Report shall tabulate for each activity the activity ID, description, duration, earliest start and finish date, latest start and finish date, total float time, and responsibility. Other reports and scheduling documentation may be requested by the Project Manager

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.

Bar Chart. The Bar Chart shall be time scaled and shall show the following:

The prominent features, as listed in the Contract Documents.

Any feature not listed in the Contract Documents that the Contractor considers a controlling factor for timely completion.

The number of days required to complete each feature and its relationship in time to other features.

Sufficient space for each feature to permit two additional plots parallel to the original time span plot.

The anticipated delivery dates for equipment or materials in any feature that could affect timely completion of the project.

Critical completion dates for any activity within any feature that could affect timely completion of the project.

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.

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. The Contractor shall include the Contractor's utility lowering, relocations and placement in the Contractor's project schedule. 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:

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

A Job Progress Narrative Report shall be submitted bi-weekly as a minimum and with all 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 proposed minor revisions to the Schedule. If the Job Progress Narrative Report indicates problem areas and impacts to job milestones or project completion, a revised Schedule Update shall also be submitted as specified below.

Revision of the 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 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 plant, and to submit such changes and revisions to the 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 Schedule is required, it shall be provided to the Project Manager for review within 15 Calendar Days of written notification. 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 updated and City-approved 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 Schedule. The City shall be entitled to rely on the Contractor's Schedule for planning and coordination.

Acceptance of the Contractor's Schedule by the Project Manager is not to be construed as relieving the Contractor of its 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 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 shall 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.

D.8.3 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 performed on property other than the City's.

The Project limits of construction shall be within the public right-of-way and/or 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.

D.8.4 ASSIGNMENT OF CONTRACT

No assignment or transfer by the Contractor of this Contract or any part hereof or of the funds to be received hereunder 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 incurred by it under the terms of this Contract. In addition to the usual recitals in assignment contracts, the following language must be set forth:

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

D.8.5 SUBCONTRACTS

The Contractor will be permitted to sublet 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 subcontract. The cost of "specialty items" so performed by subcontract 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 Contractor or subcontract. However, when a firm both sells material to the 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 for work 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 City. The Contractor shall notify the Project Manager of each subcontract it awards, giving:

Name, address, and telephone number of the subcontractor
Branch of work covered
Total price of subcontract
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 shall not release the Contractor of liability under the Contract and bonds.

D.8.6 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.

D.9 CONSTRUCTION SITE

D.9.1 LANDS TO BE USED FOR WORK

The Contractor shall confine the Work activities to the area defined by the Project Manager. The Project Manager will furnish the Contractor copies of executed Right of Way (R.O.W) and easement documents for the Work. The established work zone shall be marked and secured with orange safety fence. Any additional work area required within adjoining private properties shall 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 their 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 included in the proposal by the Contractor. 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 each written permission. The Contractor shall indemnify and hold the City harmless from any claims or losses related to Contractor trespassing.

D.9.2 STORAGE OF MATERIALS

The Contractor shall confine their 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(s) with materials or equipment not necessary for the Project.

D.9.3 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 Health Department. All portable toilet facilities for this Project shall be kept on City or State Right of Way (R.O.W) as directed by the Project Manager. Refer to Exhibit E – SPECIFICATIONS for additional requirements.

D.9.4 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 municipal authorities for temporary connections and payment of service charges. (Use most current City Code of the City of Colorado Springs). Upon completion of the 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. Refer to Exhibit E – SPECIFICATIONS for additional requirements.

D.9.5 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.

D.9.6 SAFETY AND PROTECTION OF PROPERTY

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.

D.9.6.1 CONTRACTOR'S SAFETY REPRESENTATIVE

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.

D.9.6.2 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 themselves or the City on account of damage inflicted by their 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.

D.9.6.3 PUBLIC ROADS

The Contractor in executing the work 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 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 during the daylight or dark. 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:

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

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

D.9.6.4 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.

D.9.6.5 PROTECTING AND REMOVING PLANTING

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. Unnecessary damage to plants or trees will subject the Contractor to cash penalties 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. Refer to Exhibit E – SPECIFICATIONS for additional requirements.

D.9.6.6 PUBLIC CONVENIENCE AND COORDINATION WITH PROPERTY OWNERS

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 proposal 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.

D.9.6.7 FAILURE TO MAINTAIN SAFE SITE

If the City becomes aware of failure to comply with applicable safety regulations, the Project Manager or his/her designated representatives may inform the Contractor who shall take immediate steps to remedy the noncompliance. The Project Manager or designee shall give written notification to the Contractor directing them to correct the unsafe acts or conditions. If the Contractor fails to comply with such a notification, the Project Manager or designee may issue a Stop Work order in accordance with the General Provisions of this Contract, and work shall only be resumed after adequate corrective actions have been taken to comply with the safety deficiencies the Contractor has been notified of. Stoppage of work because of noncompliance with prescribed accident precaution measures shall not be subject to claim for changed condition or changes in work, nor 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 of negligence 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 as a waiver of its right to indemnity under the this Contract.

D.9.7 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 1 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).

D.9.8 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 determined by the Project Manager.

D.10. INSURANCE AND INDEMNITY

D.10.1 CONTRACTOR'S INSURANCE

The Insurance Forms submitted by the Contractor as part of its Proposal shall be incorporated into this Contract.

For the duration of the Contract, Contractor shall, at his own expense, procure and maintain insurance and shall require all subcontractors of all tiers to provide and maintain insurance of the type and in the limits as set forth below, on all operations, in companies authorized to do business in the State of Colorado and rated by A.M. Best's Rating as A:VIII or better, or in companies acceptable to City of Colorado Springs, as follows:

Workers' Compensation and Employer's Liability Insurance.

Workers' Compensation insurance shall be provided as required by an applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than $500,000 each accident for bodily injury by accident, $500,000 policy limit for bodily injury by disease, and $500,000 each employee for bodily injury by disease. The Contractor shall require each subcontractor similarly to maintain Workers' Compensation and Employer Liability insurance.

General Liability Insurance.

Commercial General Liability insurance covering all operations by or on behalf of Contractor providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:
Reserved premises and operations liability; products liability completed operations liability shall be provided for two years following substantial
Completion of the work; contractual liability insuring the obligations assumed by Contractor in this agreement; property in the care, custody and control of the Contractor; X.C.U. Coverage – If the contract requires any work procedures involving blasting, excavating, tunneling, or other underground work, the liability coverage shall include coverage commonly referred to as X.C.U. for explosion, collapse and underground hazards.
Personal injury liability; and
Railroad liability within 50' of railroad, if working within the vicinity of any railroad, bridge, trestle, track, roadbed, tunnel, underpass or crossing.

Except with respect to bodily injury and property damage included within the products and completed operations, the aggregate limits, where applicable, shall apply separately to Contractor's work under this Contract.

The limits of liability shall not be less than:

$1,000,000 each occurrence (combined single limit for bodily injury and property damage)
$1,000,000 for Personal Injury Liability
$2,000,000 Aggregate for Products-Completed Operation
$2,000,000 General Aggregate

Automobile Liability Insurance.

The Contractor shall carry Automobile Liability Insurance (Bodily Injury and Property Damage Liability) including coverage for all owned, hired and non-owned automobiles. The limits of liability shall not be less than $1,000,000 Combined Single Limit for each accident. Contractor's Automobile Liability insurance policy shall include coverage for Automobile Contractual Liability.

Professional Liability.

If the agreement requires any work for professional services, Contractor, must carry Professional Liability insurance including errors and omission coverage in an amount not less than $1,000,000 per occurrence or claims made and aggregate.

Pollution Liability.

In the event the Services involve any excavation, subsurface, underground, or dewatering work, Contractor must carry at all times during the term of this Agreement, and for twenty-four (24) months following termination of this Agreement, a Pollution Liability policy with limits not less than $1,000,000 per occurrence (or claims made) and not less than $1,000,000 aggregate for Bodily Injury, Personal Injury and Property Damage. This coverage must include any losses arising from transit exposures and also include all costs associated with clean-up, containment, and disposal of any hazardous liquids or materials.

Umbrella/Excess Liability.

In the event the value of this Agreement is $50,000 or more, Contractor shall maintain umbrella/excess liability insurance in an amount of not less than $1,000,000 with respect to coverage required under the Commercial General Liability, Automobile Liability and Employer's Liability. This coverage must be Umbrella coverage, offering coverage "at least as broad as all underlying coverages."
In the event the value of this Agreement exceeds $50,000, Contractor shall maintain umbrella/excess liability insurance in an amount of not less than $5,000,000 with respect to coverage required under the Commercial General Liability, Automobile Liability and Employer's Liability. This coverage must be Umbrella coverage, offering coverage "at least as broad as all underlying coverages." Subcontractors shall be required to maintain umbrella/excess liability insurance limits of at least $1,000,000.

Deductible or Self-Insured Retention.

Any deductible or self-insured retention must be declared to the City. Any and all deductibles or self-insurance retentions in the foregoing insurance policies shall be assumed by and be for the account of, and at the sole risk of the Contractor and its subcontractors.

Contractor shall verify its subcontractors' compliance with the requirements of sections (a) through (g), and cause their certificates of insurance to be provided to Contractor, and upon request, to be made available to the City.

On all policies except for Workers' Compensation and Employer's Liability, and Professional Liability, the certificates shall also contain a specific endorsement adding the City as additional insured's, as well as specifically stating that all coverage furnished by Contractor is primary, and that any insurance held by the City is excess and non-contributory. Certificates of insurance shall be furnished by Contractor to the City before any Services are commenced hereunder by Contractor. The certificates of insurance shall provide that there will be no cancellation, reduction or modification of coverage without thirty (30) days' prior written notice to the City except for 10 days' notice with respect to non-payment of premium. If Contractor does not comply with this section, the City may, in addition to any other remedies it may have, terminate this Agreement, subject to any provision of this Agreement. Alternatively, the City may, at its option, provide insurance coverage to protect the City and charge Contractor for the cost of that insurance. The required insurance shall be subject to the approval of the City, but any acceptance of insurance certificates by the City shall not limit or relieve the Contractor of the duties and responsibilities assumed by it under this Agreement.

The insurance coverage required within this entire subsection shall not minimize, limit, nor eliminate the Contractor's responsibility for any uninsured or uncovered claims, losses, or expenses occurring during or after completion of construction of this project.

The foregoing requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by the City, or their insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liability and obligations otherwise assumed by Contractor pursuant to this agreement, including but not limited to the provisions concerning indemnification.

The City reserves the right to withhold payments to Contractor in the event of material noncompliance with the insurance requirements outlined above.

D.10.2 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.

D.10.3 THIRD PARTY LIABILITY

It is specifically agreed between the Parties executing this Contract that this Contract is not intended by any of the provisions to create in the public or any member thereof any third party beneficiary rights whatsoever, or to authorize anyone not a Party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract.

D.10.4 RISK INSURANCE

Unless otherwise set forth in the Contract Documents, the City shall not maintain risk insurance on the Project.

D.11 ROYALTIES AND PATENT INFRINGEMENTS

D.11.1 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 shall 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.

D.12 WORK PROVISIONS AND RULES

D.12.1 COMMENCEMENT AND COMPLETION OF WORK

Preconstruction Conference. After issuance of the Notice to Proceed, or as otherwise established by the City, a preconstruction conference shall be held for review of the construction schedule, Contractors written list of subcontractors and suppliers, written list of all required permits, Project contracts, utility support plan, water control plan, Contractor's Traffic Control Supervisor name and telephone number, gradations, test results, certifications, review procedures for handling submittals, processing applications for payment, and other pertinent items.

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.

The Contractor shall commence work within ten (10) calendar days after 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 identified in the Proposal Form are Calendar Days.

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 shall fix

the period of extension, if any. The Project Manager's decision shall be binding upon the Parties. 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.

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 shall 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.

D.12.2 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 for elsewhere 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

D.12.3 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. The Contractor's total proposal price includes the costs for such weather delays as can be reasonably anticipated. The Project Manager will be the sole judge as to the reasonableness of delays for inclement weather.

D.12.4 EXCUSABLE DELAYS

The Contractor’s right to proceed will not be terminated nor the Contractor charged with damages for delay in completing the work that arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include:

Acts of God or of the public enemy,
Acts of the government in either its sovereign or contractual capacity,
Acts of another contractor in the performance of a contract with the government,

Fires,
Floods,
Epidemics,
Quarantine restrictions,
Strikes of employees other than Contractor's employees,
Freight Embargos,
Unusually severe weather, or
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.

D.12.5 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.

These categories represent the only costs that are recoverable by the Contractor. All other costs or categories of costs are not recoverable:

Actual wages and benefits, including FICA, paid for additional non-salaried labor;
Costs for additional bond, insurance and tax;
Increased costs for materials;
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;
Costs of extended job site overhead;
Subcontractor's claims (the same level of detail as specified herein is required for all subcontractors' claims)
An additional 5 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 and home office overhead.
In adjustment for costs as allowed above, the City will have no liability for the following items of damages or expense:
Profit in excess of that provided in (a) above;
Loss of profit;
Additional cost of labor inefficiencies in excess of that provided in (a) above;
Home office overhead in excess of that provided in (a) above;
Consequential damages, including but not limited to loss of bonding capacity, loss of bidding opportunities, and insolvency;
Indirect costs or expenses of any nature in excess of that provided in (a) above;
Attorney's fees, claim preparation fees, and expert fees.

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

D.12.6 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 compensation claimed by the Contractor on account of emergency work shall be determined by agreement or in accordance with the Changes in Work Provision of this Contract.

D.12.7 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 Contract Documents; and the acceptable fulfillment of the Contract. The Project Manager, or his designated City representative, 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 issue a Notice to Stop 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 fifteen (15) 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.

In accordance with the Safety and Protection of Property subsection above, 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 shall, 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.

D.12.8 DUTIES OF THE INSPECTOR

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

D.12.9 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 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 cost of labor and material necessarily involved in the examination and replacement, plus fifteen (15) 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 shall point 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 at once discontinued.

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 the responsibility of this Contract, or be any warrant for the furnishing of bad material or poor workmanship.

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.

D.12.10 CONTRACTOR COOPERATION

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

Discrepancies: If the Contractor, as the work progresses, finds any discrepancies between the Plans and physical conditions or any errors in the Plans or layout as given by the stakes or instructions, it shall be the Contractor's duty to inform the Project Manager in writing and the Project Manager shall address such discrepancy in a reasonable period of time. Any work done after such discovery until authorized will be done at the Contractor’s risk.

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 City to accept work which does not comply with the Contract.

The Contractor shall enforce the Project Manager's instructions regarding signs, advertisements, fires, and smoke.

D.12.11 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.

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.

D.12.12 PROTECTION OF UTILITIES

All reference to coordination with Colorado Springs Utilities shall apply to the utilities provider if not Colorado Springs 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 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 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 its 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 the 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, 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 or the cost of protecting utilities where alteration or relocation is not required to permit construction of the Project shall be included in the original contract price for the Project.

Except for the raising and lowering of utilities associated with the Work, 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.

Existing Utilities

Existing Gas Lines: As of April 1, 1983, Federal law requires anyone who uncovers a gas line to report it to the gas facility owner and allow it to be inspected by the gas company personnel before it is backfilled. Colorado Springs Utilities is to be notified prior to any excavation around gas lines. A Colorado Springs inspector is to be notified and present on site prior to construction activities around gas lines.

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 Standard Specifications. Minimum 48 hours' notice must be given to the Colorado Springs Utilities prior to any related work.

The Contractor shall adjust sanitary sewer manhole rims to an elevation acceptable to the Colorado Springs Utilities. The Contractor shall contact the Colorado Springs Utilities twenty-four (24) hours prior to manhole rim adjustments.

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 Standard Specifications and the Colorado Springs Utilities Standard Specifications. Minimum 48-hour notice must be given to the Colorado Springs Utilities prior to any related work. The 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 Project Manager will coordinate with the Colorado Springs Utilities and receive their approval prior to performance of the work.

Utility Support Systems:

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. 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.

Electric Utility Installation:

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

Light Pole Installation or Relocation:

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. 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.

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.

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.

Cablevision: The television utilities are to be relocated by Cablevision. The Contractor shall coordinate the work with Cablevision.

D.12.13 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 Contractor's employee who refuses or neglects to observe any of the provisions of the Contract, 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.

D.12.14 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.

D.12.15 EQUAL EMPLOYMENT OPPORTUNITY

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

In accord 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.

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.

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.12.16 RESERVED

D.12.17 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 utility company 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 Contract Documents, 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, his superintendent and foreman can be reached at any time. The assigned Superintendent must adhere to the cooperation requirements specified above and is subject to removal if so ordered in writing by the Project Manager.

D.12.18 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.

D.12.19 STAKING WORK

The Project Manager shall 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 is judged by the Project Manager to be incompetent shall be removed from the work and replaced by a competent individual.

D.12.20 DEVIATION ALLOWED

Finished surfaces in all cases shall conform to lines, grades, cross sections and dimensions shown on the approved drawings or described in the Specifications. Deviations from the approved drawings and working drawings as may be required by the expediencies of construction will, in all cases, 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 Project Manager.

D.12.21 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 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.

D.12.22 SUBMITTALS

The Contractor shall submit to the Project Manager all submittals and schedules required for the work within fifteen (15) Calendar Days from the date of the Notice to Proceed. The Contractor shall make any corrections in the submittals required by the Project Manager, and resubmit the same without delay.

Three (3) 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.

D.12.23 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.

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.

D.12.24 MATERIAL INSPECTION AT PLANT

If the Project Manager inspects the materials at the source, the following conditions shall be met: The Project Manager shall have the cooperation and assistance of the Contractor and the materials producer.

The Project Manager shall have full entry to all parts of the plant necessary for the manufacture or production of the materials being furnished.

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.

D.12.25 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.

D.12.26 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 included in the contract price for the item.

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.

D.12.27 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.

D.12.28 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:

Soil Compaction Control
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.

Requirements for Independent Testing Consultants.

Comply with "Recommended Requirements for Independent Laboratory Qualifications", latest edition, published by the personnel, facilities, equipment and other qualification data, including; Report of inspection of facilities made 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.

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. Certificate of calibration of applicable testing equipment made by an accredited calibrated agency within 12 months prior to submittal date.

Test Reports

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.

Contractor Responsibilities

Furnish access to the work, materials, equipment and labor required to accommodate inspections and test 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.

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:

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

Other data, interpretations, opinions, and information contained in the reports or shown or indicated in such drawings; or

Any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

D.12.29 DIFFERING SITE 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 condition or 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 or changed condition, the Contractor shall not disturb the conditions and immediately contact the Project Manager. Within five (5) Calendar 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 changes in time which 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 know or unknown by disturbing the condition before notifying the Project Manager and by failing to provide detailed written notice as required herein within five (5) Calendar Days of discovering the condition. 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 Form A 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.

D.12.30 CHANGED CONDITIONS

When additional information regarding foundation or other conditions becomes available as a result of the excavation work, further testing, or otherwise, it may be found desirable and the City shall have the right to change the location, alignment, dimensions, or design of the work to meet such conditions.

During the progress of the Work, the City may find it advisable, and it shall have the right to omit portions of the Work and to increase or decrease any items as may be deemed necessary or desirable without changing the unit prices in the proposal, provided, if it is a decrease, such decrease does not exceed twenty five percent (25%) of the total monetary value of the original contract. Increases of any value shall not result in increase of cost. If the material or labor involved in such a 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 advertising for 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 the Contractor to proceed with such alterations and additions. The Contractor will not, however, be required to perform such extra work and furnish such extra materials without a written Change Order from the Project Manager. The Parties hereto shall agree upon any sum to be paid for said work in advance of performing it. The Contractor shall make no claims for extra work unless the work was performed as authorized by a properly executed Change Order. Additional compensation or credit for work covered by a Change Order must be determined by one or a combination of the following methods:

Unit proposal prices previously approved.
An agreed lump sum.
The actual cost of:
Labor (including foremen and extra supervision if required).
Materials entering permanently into the Work.
Rental cost of construction plant and equipment used for the Work.

Power and fuel required for the operation of power equipment used for change order work.
The Contractor shall furnish a breakdown of cost including but not limited to bills, payrolls, invoices and vouchers covering the cost of the work. To this cost there shall be added a fixed fee to be agreed upon, but not to exceed fifteen percent (15%) of the cost of work. The fee shall be compensation to cover the cost of management, insurance, benefits, bond, profit and any other general expenses. All fee, profit, and markup shall be disclosed.

The cost of subcontractor's work shall be determined according to methods, above, to which the Contractor may add a maximum of fifteen percent (15%), which amount shall be compensation for the cost of the Contractor's management, insurance, benefits, bond, profit, and any other general expenses.

The price of mobilization or demobilization for any change order shall not exceed 3% of the total price of the change order.

D.12.31 CHANGES IN THE WORK

The City may make written changes in the Plans and Specifications or scheduling of the Contract within the general scope of this Contract at any time by a written order. If such changes add to or deduct from the Contractor's cost of the Work, the contract prices shall be adjusted accordingly. All such work shall be executed under the conditions of the original contract except that any claim for an extension of time caused thereby shall be allowed and adjusted at the time of ordering such change or at such time as it can be ascertained.

In giving instructions, the Project Manager shall have authority to make minor changes in the Work not involving additional cost, and not inconsistent with the purpose and scope of the Work.

No claim for additional work or change shall be made unless so ordered by a properly executed Change Order, and no claim for an addition to the Contract sum shall be valid unless the additional work or change was so ordered by a properly executed change order.

The Contractor shall proceed with the Work as changed and the value of any additional work or change shall be determined as provided for in the Contract.

It shall be expressly understood and agreed to by the Contractor that no claim for additional work or money will be recognized by the City unless same has been so ordered by a properly executed Change Order.

D.12.32 PROTESTS

If the Contractor considers any work demanded of him to be outside the requirements of the Contract, or considers any decision, record or ruling of the Project Manager, or Inspectors to be unfair, he shall upon such work being demanded or such decision, record or ruling being made, proceed without delay to perform the work or to conform to the decision, record or ruling, and, within five (5) days of receiving said decision, record or ruling request that such decision, record or ruling be provided in writing, if not already provided. The Contractor shall then within ten (10) days after receipt of the written instructions or decisions, file a written formal protest with the Project Manager, stating clearly and in detail the basis of his objection. Except for such protests or objections as are made of record in the manner herein specified and within the limit stated, the written records, rulings, instructions, or decisions of the Project Manager shall be final and conclusive. Instructions and decisions of the Project Manager contained in letters transmitting drawings to the Contractor shall be considered as written instructions or decisions subject to protest or objections as herein provided. In the event of a formal protest, the formal protest shall be presented to the Project Manager and the City Procurement Services Manager; their decision shall be considered final and conclusive for the City. Nothing in this section precludes a Contractor from pursuing any other remedies afforded by the laws of the State of Colorado once the remedies afforded under this Contract have been complied with and exhausted.

Subcontractors shall follow the above instructions with the exception that the protest is filed with the General Contractor and a copy of the protest immediately copied to the Project Manager.

D.12.33 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.

D.12.34 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. In case of dispute, 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 found satisfactory.

D.12.35 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 or 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.

D.12.36 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 Municipal, State or Federal regulation 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.

D.12.37 PERSONAL LIABILITY OF PUBLIC EMPLOYEES

The Project Manager or authorized representatives 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.

D.12.38 NO WAIVER OF LEGAL RIGHTS

Upon written notice that the Contractor considers all Work complete, the Project Manager shall make a pre-final inspection with the Contractor and shall 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 shall 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. A waiver on the part of the City any breach of any part of the Contract shall not be held to be a waiver of any other breach.

The Contractor without prejudice to the terms of the Contract shall be liable to the City, for latent defects, fraud, or such gross 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:
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.

In placing orders for equipment, the Contractor shall purchase same 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.

D.13 PAYMENTS AND ACCEPTANCE OF WORK

D.13.1 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 Title 24, Article 91, C.R.S., 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 Contractor's 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. The quantities listed in the RFP are estimated quantities, and are listed only for convenience in comparing proposals. Payment will be made for the actual quantities constructed or installed, unless otherwise noted in the 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.

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 and subcontractors, and shall release to the Contractor all the remaining funds associated with completed and acceptable work.

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. Once the City determines that satisfactory progress is being made in all phases of the Contract, then no retainage will be held on successfully completed work.

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 its 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 information. 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.

D.13.2 CORRECTION OF WORK BEFORE FINAL PAYMENT

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.

D.13.3 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.

D.13.4 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:

Defective work not remedied.

Claims filed or reasonable evidence indicating probable filing of claims by other parties against the Contractor.

Failure of the Contractor to make payments properly to subcontractors or for material or labor. Damage to another contractor.

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

D.13.5 ACCEPTANCE

Partial Acceptance. If, during the prosecution 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.

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 of final acceptance by issuing a Certificate of Completion 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 Contract Documents.

D.13.6 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 shall receive or be paid for the Project Manager's final statement, the City Procurement Services Office shall post a notice on the web-site www.coloradosprings.gov 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 Office 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 project shall constitute a waiver of all claims by the Contractor but acceptance 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 of Colorado Springs and said forms have been reviewed and approved by the City Sales Tax Office.

D.14 TERMINATION OF CONTRACT

D.14.1 THE CITY'S RIGHT TO TERMINATE CONTRACT

In accordance with the City Charter and as stated in the Contract Form, performance of the City's obligations under this Contract is expressly subject to appropriation of funds by the City Council. 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 City Charter spending limitations, then the City may terminate this contract without compensation to the Contractor.

D.14.2 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 the Contract 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 or other economic loss, 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.

D.14.3 TERMINATION FOR CAUSE

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

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.

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

Contractor's disregard of the authority of Project Manager.

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

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.

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.

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.

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

14.3.2. If one or more of the events identified in Paragraph 14.3.1 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.

14.3.3. 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.

D.14.4 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.14.5 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.

SCHEDULE E
TECHNICAL SPECIFICATIONS

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

E.1.0 STANDARD SPECIFICATIONS

E.1.01 STANDARD SPECIFICATIONS

The Standard Specifications for this project shall be "CITY OF COLORADO SPRINGS ENGINEERING DIVISIONS STANDARD SPECIFICATIONS", (revised March 2005), except as modified hereinafter, which are incorporated in the contract documents by reference as though embodied herein in their entirety.

All Contractors on this project are required to have on the job site and utilize the current updated copy of the City of Colorado Springs Engineering Divisions Standard Specification.

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

E.1.02 UTILITY SPECIFICATIONS

Listed below are utility department specifications that should be utilized (current issue or revision) in the construction and/or protection of the respective utility lines. No work involving water, wastewater, or gas lines is planned to be executed with this project.
Hard copies of these specifications are available at Colorado Springs Utilities Development Services, 111 S. Cascade Avenue, Suite 105, Colorado Springs, Colorado 80903. The specifications can also be accessed online at www.csu.org/pages/standards-bulletins.aspx.

UTILITY SPECIFICATIONS

Colorado Springs Utilities
Wastewater Line Extension
And Service Standards

Colorado Springs Utilities
Water Line Extension
And Service Standards

Colorado Springs Utilities
Natural Gas Line Extension
And Service Standards

Colorado Springs Utilities
Electric Line Extension
And Service Standards

E.2.0 PROJECT SPECIFIC SPECIAL CONDITIONS

E.2.01 GENERAL

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

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

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

E.2.02 PROJECT DESCRIPTION

General

The primary element of the project is to remove and replace failed concrete ditch paving and eroded channel bottom of the existing channel along N. 31st Street at Westmoor Drive in Colorado Springs, CO.

E.2.03 CONTROL OF WORK

In case of any discrepancies in any of the Drawings, Specifications, Special Conditions, and Technical Specifications, the order of precedence is as follows:
a) Project Specific Special Conditions
b) Special Technical Specifications
c) Plans
i) General Plans
ii) Field Markings and Construction Oversight
(Figure dimensions will govern over scaled dimensions on all plans)
d) General Provisions
e) City of Colorado Springs Engineering Division Standard Specifications
f) Colorado Springs Utilities Specifications

E.2.04 OWNER

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

E.2.05 ENGINEER

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

E.2.06 DRAWINGS

The drawings for this project are separate from the Contract Documents book and are entitled ***"Camp Creek Channel"*** (hereinafter referred to as ***The Construction Plans or The Plans***).

E.2.07 CONSTRUCTION LIMITS

The ***Contractor*** shall limit construction activities to the "Approximate Limits of Disturbance" as shown in the construction plans and details and as described in these special provisions. Even within the designated limits of disturbance there are existing native trees, shrubs and grasses that are desirable to maintain. To the full extent practical, the contractor shall perform the work in a manner that minimizes damage to the existing vegetation.

E.2.08 INSPECTION

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

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

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

E.2.09 MATERIAL TESTING

The ***Contractor*** shall give the ***Owner or Owner's Representative*** two (2) days notice before placing earthen fill so that the ***Owner or Owner's Representative*** may arrange for material tests and or observation. The ***Owner or Owner's Representative*** reserves the right to reject any request for placing fill with less than two (2) days notice. The ***Contractor*** agrees to pay any minimum call-out charges or standby time for the tester due to his failure to place on schedule for any reason except by the action of the ***Owner or Owner's Representative***. **The *Owner or Owner's Representative*** shall **pay for all materials tests taken with the exception of retesting and as specified in the City General Provisions, Section 108.22**

E.2.10 EXISTING UTILITIES

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

the start of construction. This section is supplemental to the ***City General Provisions, Section 108.09.***

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

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

If the ***Contractor*** requests that utility companies relocate their utilities for his convenience in construction of any portion of the work, the cost of such shall be at the ***Contractor's*** expense. Contract time will not be extended to account for repair of utilities that are damaged by the ***Contractor*** due to his negligence.

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

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

E.2.11 FEES AND PERMITS

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

The ***Owner*** will acquire authorization to utilize a Regional 404 permit and a floodplain development permit for the project. The ***Contractor*** shall perform the work in conformance with the terms of these permits.

The ***Contractor*** shall obtain at a minimum a ***Traffic Control/Access Permit and an approval of an Erosion and Stormwater Quality Control Plan from the City and a Construction Dewatering Permit and CDPS Stormwater Discharge Permit from the Colorado Department of Public Health and Environment***. The ***Contractor*** shall comply with all requirements of the permits.

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

E.2.12 WASTE MATERIALS

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

E.2.13 OPERATIONS WITH OTHERS

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

E.2.14 CONSTRUCTION STAGING AND ACCESS

Staging areas shall be limited to those shown in the plans. The ***Contractor*** shall restore the staging areas to the pre-project condition at the completion of construction.

The ***Contractor*** shall be responsible for: establishing and maintaining the access route during construction; limiting disturbances from vehicles and equipment to the width and length of the access route that is described in these special provisions and shown on the plans; and restoring the temporary access route to vegetated parkland at the completion of construction. The ***Contractor*** shall install adequate temporary culverts at the temporary access route crossings of Camp Creek. Access to work areas along the creek beyond the extents of the access routes shown on the plans shall be along the bed of the creek.

Access to the project areas shall be as shown in the plans. The ***Contractor*** shall be responsible for: establishing and maintaining the access routes during construction; limiting disturbances from vehicles and equipment to the width and length of the access route that is described in these special provisions and shown on the plans; and restoring the temporary access routes to vegetated parkland and or gravel surfaced trails to match the pre-project condition at the completion of construction. The ***Contractor*** shall perform temporary removal and in-kind replacement of portions of fences as required.

All areas affected by construction shall be cleaned, and restored to the pre-project condition or better at the completion of the project work. All work and costs associated with the use and restoration of staging and access areas shall be considered to be included in the bid price for Site Preparation and Reclamation and no additional compensation will be provided.

E.2.15 SANITARY FACILITIES

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

The ***Contractor*** shall maintain the facilities so that any offensive odor is controlled. The construction personnel ***will not*** be permitted to use Garden of the Gods Park or Rock Ledge Ranch facilities.

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

E.2.16 CONTRACTOR'S AND OWNERS REPRESENTATIVES

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

E.2.17 DUST AND EROSION CONTROL

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

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

The ***Contractor*** shall clean off any soil, dirt, or debris tracked onto any adjacent streets. When notified by the ***Owner*** that the adjacent streets require cleaning, the ***Contractor*** shall clean the streets within **2 hours** of such notification, or the ***Owner*** shall arrange to have the streets cleaned and shall deduct the cost of such cleaning from the ***Contractor's*** payments.
All work and materials associated with installation and maintenance of temporary erosion control facilities until permanent stabilization is achieved will be paid for in the lump sum price bid for temporary erosion and sediment control.

E.2.18 TRAFFIC CONTROL AND PEDESTRIAN BARRICADES

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

The ***Contractor*** shall provide a temporary construction fencing closure across the ends of trail segments that are included in the designated temporary access routes. In addition, the ***Contractor*** shall provide adequate temporary construction fencing around active work zones and access routes when hazards to pedestrian traffic exist. The ***Contractor*** shall provide proper warning

signs on existing trails, driveways, and roadways that cross or are a part of temporary access routes, staging areas or work zones.

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

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

E.2.19 WATER CONTROL

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

The ***Contractor*** shall be responsible for the project and shall take such precautions as may be necessary to construct the project in a dry condition and provide for drainage, dewatering, and control of all surface and subsurface water. The ***Contractor*** shall erect any necessary temporary structures or other facilities at his expense to control surface water and groundwater. ***The Contractor is advised that he is working in a major drainage course subject to continuous low flow and intermittent flow of significant magnitude. As such, proper management and control of water through the project area will be required to avoid localized flooding, damage to the work and adjacent facilities and properties and/or extensive soil erosion.*** *At or prior to the Preconstruction Conference* and prior to beginning any work, the ***Contractor*** shall submit three (3) copies of a plan for ***Water Control and Dewatering*** to the ***Owner*** for review**.** The ***Owner***, at his option, may require the ***Contractor*** to update the **Water Control Plan** as conditions warrant. The ***Contractor*** shall acquire a ***Construction Dewatering Permit from the Colorado Department of Public Health and Environment***.

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

The ***Contractor***, at his expense, shall furnish all necessary equipment and materials required to control the surface and subsurface water in all the areas from start of work through the completion of the total project work. The ***Contractor*** shall perform all work associated with "Project Water Control" in accordance with the ***Section 920 "Water Control and Dewatering"*** included in the special technical specifications.

E.2.20 PROGRESS

If the completion of any part of the work or the delivery of materials is behind the approved schedule, the ***Contractor*** must submit a plan acceptable to the ***Owner*** for bringing the work up to

schedule. The ***Owner*** shall have the right to withhold progress payments for the work if the ***Contractor*** fails to update and submit the progress/manpower schedule and reports as specified.

E.2.21 PRE-CONSTRUCTION CONFERENCE RESPONSIBILITIES

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

Traffic Control and Pedestrian Safety Plan
Water Control and Dewatering Plan
Construction Dewatering Permit
CDPS Stormwater Discharge Permit
Stormwater Management Plan
Construction Schedule and Manpower Report
Detailed Construction Method and Phasing Plan for Construction (Refer to 2.30)

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

E.2.22 SHOP DRAWINGS

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

Test results for any imported topsoil, riprap, aggregate bedding, and boulders
Geotextiles
Seed, mulch, temporary erosion control blanket

E.2.23 COORDINATION WITH PRIVATE PROPERTY OWNERS

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

E.2.24 MOBILIZATION

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

E.2.25 DISPOSAL SITE

The ***Contractor*** is responsible for the removal of all debris, unsuitable material, asphalt, concrete, bushes, portions of trees not used in the work, stumps, remains from clearing and

grubbing, and all other materials not used for the construction of the improvements. Disposal of these materials shall not be measured separately but included in the unit price bid for each applicable item on the bid schedule. The ***Contractor*** shall designate in writing a disposal site acceptable to the ***Owner***. Further, the ***Contractor*** shall consider the following for hauling suitable or disposing of unsuitable materials:

Access to the project beyond the immediate confines of the work area shall be over suitable roadways without violation of any City, County, State, or Federal restrictions for vehicle and truck weights or any other limitation on movement of heavy equipment hauling materials to and from the site.

Violation costs, including fines and repairs to either public or private roadways or appurtenance structures, above or below ground level, shall be at the Contractor's expense.

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

E.2.26 EXCAVATION AND REPLACEMENT OF UNSUITABLE MATERIAL

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

E.2.27 WORK HOURS

Normal work hours are 7:30 AM to 5:30 PM Monday through Friday. Work outside normal hours may be allowed but must be approved in advance in writing by the ***Owner.*** Work within Rock Ledge Ranch (work south of Gateway Road) must be accomplished on Mondays and Tuesdays unless the work can be coordinated with the management of Rock Ledge Ranch to be performed during a period that is not in conflict with scheduled events on the Ranch.

E.2.28 ARCHAEOLOGICAL AND HISTORICAL DISCOVERIES

The ***Contractor*** is required to inform the ***Owner*** of any evidence which might suggest to a lay person that archaeological or historic materials may be present in the work area. Upon making such a discovery, the ***Contractor*** shall do whatever is necessary to avoid disturbing the work area. This could require that the ***Contractor's*** activities be redirected or stopped until the ***Owner*** or ***Engineer*** determines how to proceed. Some areas of the project area will be monitored for historic material by the City and or NRCS personnel during excavation activities.

E.2.29 CONSTRUCTION DOCUMENTATION

Photographs

Construction photographs will be required on the project.
Photographs shall be 3" X 5" size or larger, matte finish, in color and mounted in 3-ring binders. Each photograph shall be marked with date description and identification number.

Each photograph must indicate a station reference to work as shown on the plans.
The preconstruction photographs shall be delivered to and approved by the ***Owner or Owner's Representative***, prior to the beginning of construction.

Include progress photographs with each pay request. The photos will be a requirement for payment.

Digital pictures on a disk may be substituted for the above. However, the pictures must be labeled as described above.

Red-line Drawings

The ***Contractor*** shall maintain a ***red-line set of drawings indicating field changes*** to the design, existing facilities not shown, pertinent construction data, etc. The ***Contractor*** shall submit a current set of red-line plans to the ***Owner*** with each pay estimate. The ***Contractor*** shall submit a complete set of red-line plans to the ***Owner*** at the completion of the project.

Construction photographs and red-line drawings will not be paid for separately, but will be considered incidental to the work.

E.2.30 SPILL KIT

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

The spill kit will not be paid for separately, but will be considered incidental to the bid item for Temporary Erosion and Sediment Control.

E.2.31 CONSTRUCTION METHOD AND PHASING PLAN

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

Control of base flows, flood flows, and groundwater.
Pedestrian, bicycle, and motorized vehicle Traffic Control as it relates to work phasing.
Establishment, maintenance and restoration of access routes
Construction of boulder structures
Slope Shaping, seeding, and planting

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

E.2.32 REQUESTS FOR INFORMATION (RFI)

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

E.2.33 CONSTRUCTION COORDINATION MEETINGS

The ***Contractor will conduct weekly construction progress meetings*** with the attendance of all pertinent project related personnel. The ***Contractor*** shall coordinate with the ***Owner*** as to the location where the meetings are to be held.

E.2.34 CONSTRUCTION STAKING

The ***Contractor*** shall be responsible for providing grade and horizontal control for the project elements. The ***Contractor*** shall protect all existing control points, property corners and monuments. The ***Contractor*** shall be responsible for replacing any damaged or destroyed monument, property corner or control point. Any cost associated with providing surveying or grade control is to be included in the items to be constructed.

E.2.35 CLEAN UP AND REMOVAL OF SEDIMENT DEPOSITS

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

E.2.36 MEASUREMENT AND PAYMENT

The provisions for measurement and payment contained in this section replace and take precedence over the measurement and payment provisions contained in the standard specifications.

Payment for work performed by the ***Contractor*** under these Contract Documents will be made at the approved unit price or lump sum price for each of the items as listed in the bid proposal and measured as hereinafter specified. Such payment shall compensate the ***Contractor*** for all costs in connection with furnishing all labor, equipment and material required and performing the operations necessary to complete the item in accordance with the contract documents.

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

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

The estimated quantities shown in the bid form are estimates only, being given only as the basis for tabulation and evaluation of the bid, and the City does not warrant, expressly or by implication, that the actual amount of work will correspond therewith. The right to increase or decrease the amount of any class or portion of the work or to make changes in the work required as may be deemed necessary is reserved by the City as provided elsewhere in these specifications. Unless otherwise noted in the following bid items descriptions, the basis of payment will be the plan/bid form quantity. The contractor should perform an independent estimate of quantities and bring large discrepancies to the attention of the Engineer before completion of their bid. It should be noted that certain bid items may be included in the Bid Form to establish a unit price should the use of those items become necessary during construction. Allowance will not be made for loss of anticipated profits of additional compensation should the use of these items be deemed unnecessary.

BID ITEMS DESCRIPTIONS:

Bid Item No. 202-00026: Removal of Slope and Ditch Paving

a. Item Description

This work consists of the removal and disposal of slope and ditch protection, curb, gutter, pipes, sidewalk, structures, bridges or parts of bridges, guardrail, fences, pavements, pavement markings, and all other obstructions that are not designated or permitted to remain. It shall also include salvaging, stockpiling and loading salvable materials, sawing and cutting to facilitate controlled breaking and removal of concrete and asphalt to a neat line. Except in areas to be excavated, the resulting trenches, holes, and pits shall be backfilled. This work also consists of plugging and abandoning water wells as designated in the Contract.

Materials removed and not designated in the Contract to be salvaged or incorporated into the work shall become the property of the Contractor.

b. Measurement

The quantity of Removal of Slope and Ditch Paving to be paid for will be determined by measurement of the number of square yards actually removed and accepted by the Engineer as complying with the plans and specifications. Removal of Concrete Pavement shall be in accordance with Section 202 of the CDOT Standard Specifications.

c. 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 slope and ditch paving shall include removal and off-site disposal of any foundations, reinforcing steel and all other features of the slope and ditch paving. Payment shall be full compensation for sawing, excavation and subsequent backfill of materials removed.

Bid Item No. 203-00000: Unclassified Excavation

a. Item Description

Unclassified excavation shall consist of the excavation of all materials of whatever character required for the work, obtained within the right of way, including surface boulders and excavation for ditches and channels that is not removed under some other item. Overhanging rock or other rock considered dangerous shall be removed when ordered, and will be classified "Unclassified Excavation".

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

b. 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 typically based on average end area calculations on cross sections spaced out not greater than 50 feet.

c. 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. Completion of the work shall include compaction of the Unclassified Excavation where that is required.

Water shall not be measured and paid for separately but shall be included in the work.

Compaction shall not be measured and paid for separately but shall be included in the work.

Bid Item No. 203-00100: Muck Excavation

a. Item Description

Muck excavation shall consist of the removal and disposal of mixtures of soils and organic matter not suitable for foundation or embankment material.

b. Measurement

Much excavation shall be measured by the actual number of cubic yards excavated. This measurement shall be typically be made by the volume of muck excavation placed in a truck or container.

When the muck excavation conforms to the staked lines and grades, the original cross-sections and the staked sections shall be used for the determination of volumes excavated. Volumes will be computed from the cross-sections by the average end area or other acceptable method.

c. Payment

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

Excavated materials which, when specified or approved by the Engineer, require more than one handling prior to final placement will be paid for at the contract unit price for muck excavation for the first approved handling. This includes all labor, equipment, and tools necessary to complete the work. Payment for the second approved handling will be made at the same unit price as the first handling, except that material used in conjunction with another pay item will be paid for in that pay item.

Bid Item No. 208-00400: Water Flow Control

a. Item Description

This work consists of the construction of water and erosion control devices in accordance with these specifications, details shown on the plans and to the lines and grades established.

b. Measurement

The quantity of Water Flow Control to be paid for shall be lump sum. Water Flow Control shall be in accordance with Section 615 of the CDOT Standard Specifications for Road and Bridge Construction.

c. Payment

Payment shall be made as a percentage of the overall project completion for the contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work.

Bid Item No. 506-00224 VH Riprap

a. Description

Type VH Rip Rap having a mean particle size (d50) of 24 inches shall be in conformance with the standard specifications

b. Measurement

This item will be measured for payment by the number of cubic yards

c. Payment

The accepted quantities will be paid for at the Contract unit price for this item. Payment will be full compensation for all materials and labor necessary to furnish and install the riprap including equipment, subgrade preparation, excavation, and trenching complete in place.

Bid Item No. 506-00412 Soil Riprap

a. Description

These items include the soil riprap to be placed as indicated by the details as directed by the Project Manager. This work shall be performed in accordance with Section 624 of the Standard Specifications as modified by the Special Technical Specifications.

b. Measurement

The quantity of soil riprap per the various size classes to be paid for will be measured in the field as the length multiplied by the average width of constructed riprap on the finished face of the riprap. The face area will be multiplied by the specified depth to determine the pay quantity.

c. Payment

Payment shall be made at the applicable Contract unit price for the proposed item multiplied by the field measured quantity and shall include full compensation for all labor, equipment, hauling, tools, and materials necessary to complete the work. Payment shall include all materials, labor and equipment required to place and install the soil riprap as shown in the contract documents including, but not limited to subgrade preparation, soil and rock materials, mixing, mechanical and hand placement, backfill, compaction and bringing surrounding ground to finished grades.

Bid Item No. 507-00100: Concrete Slope and Ditch Paving (Reinforced)

a. Description

This work consists of the construction of slope and ditch paving in accordance with these specifications and in conformity with the lines and grades shown on the plans or established.

b. Measurement

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

c. 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.

Bid Item No. 614-00000: Traffic Control

a. Description

This work consists of furnishing, installing, moving, maintaining and removing temporary traffic signs, advance warning arrow panels, flashing beacon (portable), barricades, channelizing devices, delineators, temporary traffic signals, mobile pavement marking zones, masking and unmasking existing signs in construction zones, and concrete barriers as required by the Manual on Uniform Traffic Control Devices for Streets and Highways and the Colorado Supplement thereto, in accordance with the Contract. Devices shall comply with NCHRP 350 criteria requirement. Devices temporarily not in use shall, as a minimum, be removed from the shoulder area. Moving will include devices removed from the project and later returned to use.
This work also includes Traffic Control Management, flagging and pilot car operation.

b. Measurement

The quantity of Traffic Control to be paid for shall be lump sum. Traffic Control shall be in accordance with Section 630 of the CDOT Standard Specifications for Road and Bridge Construction.

c. Payment

Payment shall be made as a percentage of the overall project completion for the contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work.

Bid Item No. 626-00005: Mobilization

a. Description

This work consists of the mobilization of personnel, equipment and supplies at the project site in preparation for work on the project. This item shall also include the establishment of the Contractor’s offices, buildings and other necessary facilities, and all other costs incurred or labor and operations which must be performed prior to beginning the other items under the Contract.

b. 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.

c. Payment

Payment will be according to the following schedule:
When 5% of the original contract amount is earned, 20% of the amount bid for mobilization will be paid.
When 20% of the original contract amount is earned, 50% of the amount bid for mobilization will be paid.
When 35% of the original contract amount is earned, 60% of the amount bid for mobilization will be paid.
When 75% of the original contract amount is earned, 100% of the amount bid for mobilization will be paid.
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, 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.

Bid Item No. 901-00300: Temporary Erosion Control

a. Description

This work consists of constructing, installing, maintaining, and removing when required, Best Management Practices (BMPs) during the life of the Contract to prevent or minimize erosion, sedimentation, and pollution of any state waters as defined in subsection 107.25, including wetlands.

The Contractor shall coordinate the construction of temporary BMPs with the construction of permanent BMPs to assure economical, effective, and continuous erosion and sediment control throughout the construction period.

When a provision of Section 208 or an order by the Engineer requires that an action be immediate or taken immediately, it shall be understood that the Contractor shall at once begin effecting completion of the action and pursue it to completion in a manner acceptable to the Engineer, and in accordance with the Colorado Discharge Permit System Stormwater Construction Permit (CDPS-SCP) requirements.

b. Measurement

The quantity of Temporary Erosion Control to be paid for shall be lump sum. The temporary erosion control plan will be paid based on the percentage of the contract that has been completed as shown in the payment section. Temporary erosion control plans will be required for each major phase of construction. The plans will be available to the engineer prior to the implementation of the phase for review. The temporary erosion control shall be prepared in

accordance with Section 208 of the CDOT Standard Specifications for Road and Bridge Construction, Revisions of sections 101, 107 and 208, and the City of Colorado Springs Drainage Criteria Volume 2.

c. Payment

Payment will be according to the following schedule:

When 5% of the original contract amount is earned, 10% of the amount bid for Temporary Erosion Control will be paid.
When 15% of the original contract amount is earned, 20% of the amount bid for Temporary Erosion Control will be paid.
When 25% of the original contract amount is earned, 25% of the amount bid for Temporary Erosion Control will be paid.
When 30% of the original contract amount is earned, 30% of the amount bid for Temporary Erosion Control will be paid.
Beyond 30%, payment of Temporary Erosion Control shall be paid in increments of 10% to match the original contract amount earned through 100%.

SCHEDULE F – TECHNICAL PROVISIONS

The Technical Specifications for this project shall be the City of Colorado Springs; Engineering Division "Standard Specifications" (herein referenced as Standard Specifications) revised March 2005. The following Special Technical Specifications take precedence over, supplement, or modify the Standard Specifications.

INDEX OF REVISIONS AND ADDITIONS

SECTION REVISED OR ADDED

620	Drainage Channels
626	Boulder Vane and Bank Protection
627	Mobilization
900	Seeding, Fertilizer, Blanket, and Mulching
901	Transplanting and Planting
910	Erosion and Sediment Control during Construction
920	Water Control and Dewatering
925	Clearing and Grubbing
950	Construction Surveying

SPECIAL TECHNICAL SPECIFICATIONS

REVISION OF SECTION 620 DRAINAGE CHANNELS

Section 620 of the Standard Specifications is hereby revised as follows:

In Subsection 621.02, delete the Surface Tolerance Table and replace with the following:

Surfaces	Tolerance
Side Slopes	± 10%
Profile of invert of channel	± 0.2 foot

Revise Subsection 621.04 to delete the words "at no additional cost to the owner" and replace with "all of the costs for dewatering shall be included in the Lump Sum bid price for Water Control and Dewatering".

UNDER SUBSECTION 621.05 ADD THE FOLLOWING:

Excavation and Trench Construction

Excavations into the on-site soils will likely encounter relatively shallow groundwater and caving soils. The contractor is responsible for designing and constructing stable, temporary excavations as required to maintain stability of both the excavation sides and bottom. All excavations should be sloped or shored in the interest of safety following local, and federal regulations, including current OSHA excavation and trench safety standards.

Under Subsection 621.05 Modify the Following:

In Paragraph B modify the compaction standard for cohesionless soils to be 95% maximum Standard Proctor dry density (ASTM D698) at +-3% optimum moisture content.

Add Subsection 621.055 "Muck Excavation and Replacement"

Where excavation to the finished grade or subgrade results in a subgrade consisting of unsuitable saturated soil, the *Engineer* may require the *Contractor* to remove and replace the unsuitable material with approved material compacted in a maximum of 8 inch loose lifts to a minimum of 95% maximum dry density Standard Proctor (ASTM D698) at +-3 optimum moisture content to re-establish the finished grade or sub-grade. Unstable/unstable material shall be removed from the project site and disposed of by the *Contractor*. Muck Excavation and Replacement not be paid for separately but will be considered incidental to the bid item that it is associated with.

Under Subsection 622.03 Add the Following:

Frozen materials shall not be used in construction of embankments.

Excavation or Embankment (Fill) work either completed or in a stage of completion that is either eroded or washed away or becomes unstable due to either rains, snow, snow melt, channel flows or lack of proper water control shall be either removed and replaced, re-compacted or reshaped as directed by the *Engineer* and in accordance with the Drawings and Specifications at *Contractor's* sole expense. Removed unsuitable materials shall be hauled away and disposed of

at *Contractor's* expense. Placing of replacement materials for removed unsuitable materials shall be purchased, placed and compacted at *Contractor's* expense. All embankment fill material shall be compacted in a maximum of 8 inch loose lifts to a minimum of 95% maximum dry density standard proctor per ASTM D698. Moisture content shall be within a range of ±3% optimum moisture content.

Proof rolling with a heavy rubber tired roller or probing with a steel rod will be required to verify stable foundations material, if designated on the Drawings or when ordered by the *Engineer*. Proof rolling shall be done after specified compaction has been obtained. Areas found to be weak and those areas which failed shall be ripped, scarified, wetted if necessary, and re-compacted to the requirements for density and moisture at *Contractor's* expense.

Proof rolling or probing shall be done with equipment and in a manner acceptable to the *Engineer*. Proof rolling and probing as shown on the Drawings or as ordered by the *Engineer* shall not be measured and paid for separately, but shall be included in the unit prices bid for the work.

ADD SUBSECTION 624.015 "SOIL RIP RAP"

Material

Rock requirements are to comply with the standard specifications section 624.01 except that concrete rubble is not allowed to be used.

The soil material shall be native or topsoil and mixed with sixty-five percent (65%) riprap and thirty five percent (35%) soil by volume.

Soil riprap shall consist of a uniform mixture of soil and riprap without voids.

Construction

Adjacent stockpiles of riprap and soil shall be created and mixing done at the stockpile location, not at the location where soil riprap is to be placed.

Mix thirty-five percent (35%) soil by volume with stockpiled riprap, using additional moisture and control procedures that ensure a homogenous mixture; where the soil fills the inherent voids in the riprap without displacing riprap.

With prior approval of ENGINEER, layering the riprap and soil instead of premixing may be allowed if the native soil is granular.

Place a first layer of smaller soil riprap of approximate d_{50} thickness. Then place the top layer with surface rocks that are largely d_{50} or greater, filling voids as necessary with smaller planted riprap. The top layer shall be placed in a manner that creates a smooth plane surface.
.
The mixture shall be consolidated by large vibratory equipment or backhoe bucket to create a tight, dense interlocking mass.

The soil shall be further wetted to encourage void filling with soil.

Any large voids shall be filled with rock and small voids filled with soil.

Excessively thick zones of soil prone to washing away shall not be created (for example, no thicknesses greater than six (6) inches).

For buried soil riprap, the top surface shall be covered with four (4) inches of topsoil such that no rock points are protruding.

The final surface shall be thoroughly wetted for good compaction, smoothed and compacted by vibrating equipment; the surface shall then be hand raked to receive planting or seeding.

ADDITION OF SECTION 626 – BOULDER VANES AND EDGE TREATMENT

Section 626 is hereby added to the Standard Specifications and shall include the following:
626.01 Description

This work shall consist of construction of Boulder Cross Vanes and Boulder Edge Treatment along the toe of the creek banks at select locations as shown on the plans.

Material

The materials used shall conform to the following:

A. The specific gravity of the boulders shall be 2.5 or greater.

B. Minimum density for acceptable boulders shall be 156 pounds per cubic foot. The specific gravity shall be according to the bulk-saturated, surface-dry basis, AASHTO T85.

C. The boulders shall have a percentage loss of not more than 10 percent after 5 cycles when tested in accordance with AASHTO Test T104 for ledge rock using sodium sulfate.

D. The boulders shall have a percentage loss of not more than 10 percent after 12 cycles of freezing and thawing when tested in accordance with AASHTO Test T103 for ledge rock, procedure A.

E. Boulders shall be free of calcite intrusions.

The color of the boulders shall be similar to the colors of the rock prevalent in the Garden of the Gods.

Limestone boulders will not be acceptable.

Boulders shall be blocky and angular, and meet the minimums dimensions indicated on the plans to facilitate interlocking for stability.

Geotextile Filter Fabric shall be Mirafi 180M or Engineer approved equal.

626.02 Construction

The boulders cross vanes and edge treatment shall be placed at the locations shown on the Drawings or as refined in the field and installed with the following requirements:

Installation of the structures shall be accomplished in a manner that minimizes loss of existing vegetation during construction.
The sub-grade for boulders shall be free of un-suitable materials and compacted to achieve a firm base. If present, unsuitable/unstable material shall be removed and replaced with approved material compacted to achieve a firm and stable base for the boulders. Unsuitable/unstable material shall be removed from the project site and disposed of by the *Contractor*.
Boulders for construction of the improvements shall be carefully selected and arranged so that adjacent rock surfaces match within 2 inches in top elevation. Boulders shall be placed such that adjacent boulders "touch" each other and voids do not exceed 4 inches. The surface of the structures shall be finished to a smooth and compact surface. All voids though the structures shall be chinked with smaller rocks locked into the structure to prevent displacement. The importance of the chinking is to prevent the migration of soil through the structures and to hide filter fabric.

Boulders shall be stacked in a manner that maximizes contact between adjacent boulders and eliminates all looseness of all boulders.

Proper installation of the filter on the upstream side of all structures is very important. The geotextile filter fabric shall cover the entire back of the structures and shall terminate 2” below the top of the upper course of boulders so that it is covered by the stream bed material. A minimum of 6” of granular material shall be placed behind the geotextile filter fabric. No portions of the filter fabric shall be visible in the completed structures.

ADDITION OF SECTION 627 – MOBILIZATION AND DEMOBILIZATION

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

Mobilization and Demobilization shall consist of the preparatory work and operations in mobilizing for beginning work on the Project and demobilizing at the end of contraction. 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 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."

Subsection 900.02 is revised as follows:

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

The grass seed mix for this project is a High Plains/Foothills Seed Mix available from Western Native Seed which includes the following:

35% Side Oats Grama
20% Western Wheatgrass
10% Slender Wheatgrass
5% Bottlebrush Squirreltail
5% Blue Grama
5% Indian Ricegrass
5% Big Bluestem
5% Little Bluestem
5% Yellow Indiangrass
5% Sand Dropseed

Unless otherwise indicated, the minimum thickness of topsoil in seeded areas shall be 3". Topsoil shall meet the requirements of the City of Colorado Springs Drainage Criteria Manual, Volume 1, Chapter 14.

Seed shall be planted by Drill Seeding in all accessible areas by means of a Brillion mechanical power-drawn drill seeders, or equal, to a maximum depth of 1/4-inch followed by packer wheels or drag chains to provide smooth finish. Seed at the rates given below. Provide markers or other means to assure that the successive seeded strips will overlap or be separated by a space no greater than the space between the rows planted by the equipment being used. Do not seed during windy weather

In areas inaccessible to a drill seeder, broadcast seed by hand in two opposite directions. Rake in seed after broadcasting. Do not broadcast seed during windy weather.

Seeding Rates: Seeding rates shall be 2 lbs per 1,000 sf for drill seeded areas. Hand and broadcast seeded areas shall receive two times (2x) the seeding rate indicated.

Do not seed areas in excess of that which can be mulched on same day.

Do not sow immediately following rain, when ground is too dry, frozen or during windy periods.

Roll seeded area with roller not exceeding 100 lbs.

Apply mulch immediately following seeding and compaction.

FERTILIZER

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.

HYDROMULCHING

Hydromulch all dormant seeded areas with a slurry mix containing additional tacifier. Utilize hydraulic equipment with nozzle adapted for hydraulic mulching with storage tanks having means of estimating volume used or remaining in the tank.

Hydromulch shall consist of tacifier applied at a rate of 100 lbs. per acre and a cellulose fiber mulch mixed to form a homogeneous slurry; spray applied to seeded area at a rate of 2,200 lbs. per acre. Hydromulch applied to dormant seeded areas shall consist of tacifier applied at a rate of 150 lbs. per acre and a cellulose fiber mulch mixed to form a homogeneous slurry; spray applied to seeded area at a rate of 2,200 lbs. per acre.

SEED ESTABLISHMENT ON SLOPES

Install erosion control matting (North American Green SC150 BN or approved equal) on all seeded slopes steeper than 25%.

Roll matting onto slopes without stretching or pulling.

Lay matting smoothly on surface in direction of water flow. Bury top end of each section in 6 inch deep excavated topsoil trench. Provide six (6) inch overlap of adjacent rolls. Backfill trench and rake smooth, level with adjacent soil.

Secure outside edges and overlaps at 24 inch intervals with 12” long wooden stakes.

Lightly dress slopes with topsoil to ensure close contact between fabric and soil.

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

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.

ADDITION OF SECTION 901 – PLANTING AND TRANSPLANTING

Section 901 is hereby added to the Standard Specifications and shall include the following:
901.01 Description

The work covered under this section includes planting live stakes and planting or transplanting shrubs and trees.

Live Staking

Willow or cottonwood stakes for planting in along the toe of the channel banks should be obtained from healthy shrubs growing within the site or from commercial sources. Only native species will be allowed for planting. Stakes should be a minimum of 0.5 inches in diameter and 30 to 36 inches in length. No more than 15 percent of any individual shrub should be removed in the cutting process if the stakes are harvested on-site. The bottom end of the stakes shall be cut at a 45 degree angle. Stakes shall be soaked in water for up to two days before planting, and must be planted before root and buds begin to emerge. Planting holes can be made using a piece of

rebar or similar device, and then the stakes driven into the soil at least 80 percent of the stake height. The plantings will be made at a maximum 3 foot center to center spacing within the specified areas.

Shrub and Tree Transplanting

The objective is to utilize viable shrubs and small trees from the future detention facility site to vegetate areas disturbed by construction activities. The contractor will extract these materials from the future detention pond construction area and plant them at the vane structures and along the temporary access drives.

Native plants eligible for transplant include: cottonwood, chokecherry, boulder raspberry, rose, three-leaf sumac, and currant. Average plant sizes include: Trees (1.5 caliper and less than 10'tall) Shrubs (36" height and spread).

The Owner will flag existing plants to be transplanted and the planting locations in the field. Contractor shall contact the Engineer 3 days prior to schedule transplanting to allow time for flagging.

Contractor shall excavate planting holes prior to extracting plant material. Soil from planting holes may be stockpiled at a location in the future detention facility site at location determined by the Engineer

Contractor shall extract plant material with a backhoe, tree spade or by hand including a minimum 36"x36"x24" rootball for trees and a 24'x24"x18" rootball for shrubs.

Planting holes shall be excavated 1.5 times larger than the rootball that will be planted in them. Prior to placing the plant material in the planting hole, fill the hole 3/4 with water. Place the plant material in the hole and hand work the rootball and soil edges to ensure no air pockets remain in the planting hole around the plant roots.

Plant material shall not be out of the ground more than 4 hours.

The contractor shall fill and stabilize the holes that the plants are extracted from incidental to the Shrub or Tree Transplanting Bid item.

Shrub and Tree Furnish and Planting

It is expected that the plant material that is available for transplanting may fall short of the goal for tree and shrub planting. Work under this item will cover the need for additional plants as needed or can be covered by the project budget.

The contractors bid price for this item shall assume that equal quantities of cottonwood, chokecherry, boulder raspberry, rose, three-leaf sumac, and currant will be provided in the 5 gallon container size.

Planting holes shall be excavated 1.5 times larger than the rootball that will be planted in them. Prior to placing the plant material in the planting hole, fill the hole 3/4 with water. Place the plant material in the hole and hand work the rootball and soil edges to ensure no air pockets remain in the planting hole around the plant roots.

Native Sod Transplanting

The goal of Native Sod Transplanting is to establish grass with fibrous roots in select areas of the creeks banks where green protection is needed but growing grass from seed may be difficult. In order to increase the chance for survival of the sod in the sometimes very dry conditions of the creek at least 4" of topsoil and root mass shall be attached to the transplanted sod.

The Engineer will provide direction in the field as to the areas where the native sod can be harvested and the areas where native sod is to be placed. At least 2" of un-compacted topsoil shall be present in areas to receive sod and the soil shall be moistened before the sod is placed.

The sod shall be protected from drying out and shall be planted within 4 hours of cutting. The sod shall be laid in pieces not less than 4 square feet in size. The sod shall be laid smoothly, edge to edge with staggered joints where practical. Sod edges shall be betted tightly together. The sod shall be rolled with a light roller once laid to improve ground contact and seal joints. Moist soil should be placed around the edges of the sodded areas, to prevent edge dry out. The sod should be watered thoroughly with a fine spray immediately after planting.

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 sheets for erosion and sediment control during construction. *Contractor* has the ultimate responsibility for providing adequate sediment and erosion control and water quality throughout the duration of the project. 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. The Contractor shall divert flows so construction equipment, materials, and earthwork are not exposed to flow to the extent practical.

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

910.2 PERMITS AND COMPLIANCE

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

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

In addition to permit requirements, *Engineer* shall also monitor *Contractor's* erosion control and work methods. If the overall function and intent of erosion control is not being met, then

Engineer shall require *Contractor* to provide additional measures as required to obtain the desired results. Costs for any additional erosion control measures shall be the responsibility of *Contractor*, since 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

Temporary sediment control measures shall be established within 5 days from time of exposure/disturbance. Permanent erosion protection measures shall be established within 21 days after final grading of areas.

910.4 PROTECTION OF ADJACENT PROPERTIES

Properties adjacent to the site of a land disturbance shall be protected from sediment deposition. In addition to the erosion control measures required on the Drawings, perimeter controls may be required if damage to adjacent properties is likely. Perimeter controls include, but are not limited to, a vegetated buffer strip around the lower perimeter of the land disturbance, sediment barriers such as straw bales and silt fences; sediment basins; or a combination of such measures. Vegetated buffer strips may be used only where runoff in sheet flow is expected and should be at least 20 feet in width.

910.5 TIMING AND STABILIZATION OF SEDMENT AND EROSION CONTROL MEASURES

Sediment barriers, perimeter dikes, and other measures intended to either trap sediment or prevent runoff from flowing over disturbed areas must be constructed as a first step in grading and be made functional before land disturbance takes place. Earthen structures such as dams, dikes, and diversions must be stabilized within 5 days of installation. Stormwater outlets must also be stabilized prior to any upstream land disturbing activities.

910.6 WORKING IN OR CROSSING WATERCOURSES

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. When work must occur in a live (wet) watercourse, extra care must be exercised by the Contractor to avoid contamination of the water from petroleum products and other pollutants and to minimize the movement of sediment downstream.

910.7 CONSTRUCTION ACCESS ROUTES

Wherever construction vehicles enter or leave a construction site, a Stabilized Construction Entrance is required. Where sediment is transported onto a public road or parking lot surface, the pavement shall be cleaned thoroughly at the end of each day. Sediment shall be removed from roads or parking lots by shoveling or sweeping and be transported to a sediment controlled disposal area. Street washing shall be allowed only after sediment is removed in this manner.

910.8 DISPOSITION OF TEMPORARY MEASURES

All temporary erosion and sediment control measures shall be disposed of within 30 days after final site stabilization is achieved or after the temporary measures are no longer needed as determined by *Engineer*. Trapped sediment and other disturbed soil areas resulting from the disposition of temporary measures shall be permanently stabilized to prevent further erosion.

910.9 MAINTENANCE

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

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, and pumps 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.

Surface Water Control: Surface water control generally falls in to the following categories:

Normal low flows along Camp Creek
Storm/flood flows along Camp Creek and

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 the Camp 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.

Groundwater Control: Groundwater is expected to 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 925 – CLEARING AND GRUBBING

Section 925 is hereby added to the Standard Specifications and shall include the following:

925.01 Description

This work consists of clearing, grubbing, removing, and disposing of vegetation and debris as needed to construct the proposed improvements as shown on the Drawings and as required by the Work. Vegetation and objects designated to remain shall be preserved free from injury or defacement.

925.02 Construction Requirements

All trees shrub, grass, weeds and debris located within approximate limits of disturbance as shown on the plans and details that must be removed to accomplish the work shall be removed and properly disposed of offsite, unless otherwise specified on the plans or by the owner. Removal of any vegetation shall be reviewed and approved by the Owner prior to removal. Trees

and significant shrubs to be removed shall be marked by the contractor and approved by the owner prior to removal. Any object including trees, shrubs, plants, not designated for removal by the *Owner*, that are damaged shall be repaired or replaced as directed by the *Owner*, at the *Contractor's* expense.

Except in areas to be excavated, all holes resulting from the removal of obstructions shall be backfilled with suitable material and compacted in accordance with the Standard Specifications.

Except as otherwise noted in the plans and special provisions, all cleared timber shall be moved from the project and shall become the property of the *Contractor*. Branches on trees or shrubs shall be removed as directed. All trimming shall be done in accordance with good tree surgery practices as recommended by *City Parks and Recreation Department*.

SECTION 930 – Gravel Paved Trail

Section 930 is hereby added to the Standard Specifications and shall include the following:

930.01 Description
This work consists of reconstructing the crusher fine surfaced trail if needed to repair damage caused by construction activities. Reconstruction of the crusher fine trail shall be considered incidental to the Site Preparation and Reclamation Item and will not be paid for separately.

930.02 Materials

Trail surfacing shall be crusher fines of a color matching existing adjacent trail surfacing. The material shall meet the following gradation:

Sieve size	% passing
3/8"	100
#4	90-100
#8	55-80
#16	40-70
#30	25-50
#200	6-15

930.03 Construction Requirements

Cut earthwork to width of proposed trail and approximate depth of 4". Ensure that subgrade is free of organic materials. Proof roll subgrade. Where soft spots are detected, scarify subgrade beneath crusher fines trail to a minimum of 6" depth, moisture treat and compact the subgrade to a minimum 95% proctor density as determined by ASTM D698. Prepared subgrade shall be approximately 4" below proposed finished grade.

Spread crusher fines onto trail. Rake the crusher fines smooth, roll and compact to meet proposed grade. Establish cross-slope for drainage across the trail. If ground is level, crown the trail to have positive drainage off both sides. If trail is part of a cross slope it should drain in the direction of the slope. Do not create low spots where water will puddle. The minimum thickness of compacted the crusher fine surface shall be 4".

SECTION 950 - CONSTRUCTION SURVEYING

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

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. This work will be considered incidental to the construction of the items listed in the bid form and will not be paid for separately.

All construction surveying provided by the *Contractor* shall be completed under the Supervision of a Colorado Registered Land Surveyor.

The construction plans for the project provide the elevations and descriptions of permanent and temporary project monuments. The *Contractor* shall check all control points provided by the *Engineer* and verify and document their accuracy, prior to using them for construction surveying.

Supervision: The *Contractor* shall have supervision, knowledge of the project requirements and proper installation, and construction procedures, available in the field at all times that work is progressing.

SCHEDULE G

CLAUSES FOR CONTRACTS SUBJECT TO FEDERAL REQUIREMENTS

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

Clauses for Contracts Subject to Federal Requirements

1. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

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

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

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

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

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

2. EQUAL EMPLOYMENT OPPORTUNTY REPORTS AND OTHER REQUIRED INFORMATION

(a) *Requirements for prime contractors and subcontractors.*

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

Each person required by § 60-1.7(a)(1) to submit reports shall file such a report with the contracting or administering agency within 30 days after the award to him of a contract or subcontract, unless such person has submitted such a report within 12 months preceding the date

of the award. Subsequent reports shall be submitted annually in accordance with § 60-1.7(a)(1), or at such other intervals as the Deputy Assistant Secretary may require. The Deputy Assistant Secretary may extend the time for filing any report.

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

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

(b) *Requirements for bidders or prospective contractors—*

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

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

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

3. CONSTRUCTION WAGE RATE REQUIREMENTS (DAVIS BACON) (From FAR 52.222-6)

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

Definition.-“Site of the work”-
Means-
The primary site of the work. The physical place or places where the construction called for in the contract will remain when work on it is completed; and

The secondary site of the work, if any. Any other site where a significant portion of the building or work is constructed, provided that such site is-

(A) Located in the United States; and
(B) Established specifically for the performance of the contract or project;

Except as provided in paragraph (3) of this definition, includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided-

(A) They are dedicated exclusively, or nearly so, to performance of the contract or project; and
(B) They are adjacent or virtually adjacent to the "primary site of the work" as defined in paragraph (a)(1)(i), or the "secondary site of the work" as defined in paragraph (a)(1)(ii) of this definition;
(C) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular Federal contract or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the Project site, are not included in the "site of the work." Such permanent, previously established facilities are not a part of the "site of the work" even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of a contract.

All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the contract was performed at that site and shall be incorporated without any adjustment in contract price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Construction Wage Rate Requirements statute on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (e) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.

Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this clause) and the Construction Wage Rate Requirements (Davis-Bacon Act) poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the primary site of the work and the secondary site of the work, if any, in a prominent and accessible place where it can be easily seen by the workers.

The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

(A) The work to be performed by the classification requested is not performed by a classification in the wage determination.
(B) The classification is utilized in the area by the construction industry.
(C) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the:

Wage and Hour Division
Employment Standards Administration
U.S. Department of Labor
Washington, DC 20210

The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

The wage rate (including fringe benefits, where appropriate) determined pursuant to paragraphs (c)(2) and (c)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Construction Wage Rate Requirements statute have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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

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

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

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

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

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

Payrolls and basic records.

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

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

representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

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

5. CLEAN AIR ACT

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

6. DEBARMENT AND SUSPENSION

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

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

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

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

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

7. RESERVED

8. SMALL BUSINESS REQUIREMENTS

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

(1) Placing qualified small and minority businesses and women's business enterprises on subcontract solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources for subcontracting;
(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

9. PROCUREMENT OF RECOVED MATERIALS

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

10. ANTI-KICKBACK PROCEDURES.

Definitions.

“Kickback,” as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

“Person,” as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

“Prime contract,” as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

“Prime Contractor” as used in this clause, means a person who has entered into a prime contract with the United States.

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

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

"Subcontractor," as used in this clause,

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

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

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

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

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

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

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

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

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

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

The Contracting Officer may

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

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

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

11. ENERGY EFFICIENCY IN ENERGY CONSUMING PRODUCTS

Definition. As used in this clause--

"Energy-efficient product"—

Means a product that—

Meets Department of Energy and Environmental Protection Agency criteria for use of the Energy Star trademark label; or

Is in the upper 25 percent of efficiency for all similar products as designated by the Department of Energy's Federal Energy Management Program.

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

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

Delivered;

Acquired by the Contractor for use in performing services at a Federally-controlled facility;

Furnished by the Contractor for use by the Government; or

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

The requirements of paragraph (b) apply to the Contractor (including any subcontractor) unless—

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

Otherwise approved in writing by the Contracting Officer.

Information about these products is available for—

ENERGY STAR® at http://www.energystar.gov/products; and

FEMP at http://www1.eere.energy.gov/femp/procurement/eep_requirements.html.

SCHEDULE H
EXHIBITS/APPENDICES

EXHIBITS

EXHIBIT 1 **BID BOND**

APPENDICES

APPENDIX 1 **REPRESENTATIONS AND CERTFICIATIONS**
APPENDIX 2 **MINIMUM INSURANCE REQUIREMENTS**
APPENDIX 3 **CERTFICATION REGARDING DEBARMENT**
APPENDIX 4 **RESTRICTION ON LOBBYING CERTIFICATION**
APPENDIX 5 **NON-COLLUSION AFFIDAVIT**
APPENDIX 6 **EQUAL OPPORTUNITY STATUS**

EXHIBIT 1 - 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 Obligee, hereinafter called the Obligee, in the sum of:
(Insert Proposal 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 Obligee,

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 Obligee and Principal is awarded the contract in whole or in part, and the Principal shall enter into the contract with the Obligee 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 Obligee 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:

_____ FOR: _____
(Witness) (Principals Name)

BY: _____

ITS: _____

(Seal) This _____ day of _____

_____ FOR: _____
(Witness) (Surety's Name)

BY: _____

ITS: _____

(Seal) This _____ Day of _____

Bond # _____ This Bond __(is) __ (is not) a SBA Guaranteed Bond.

ORIGINAL COPY

POWER OF ATTORNEY ON ALL BONDS.

EXHIBIT 2 SAMPLE CONTRACT

CONSTRUCTION CONTRACT

Contract Number:		Project Name/Title				
Vendor/Contractor						
Contact Name:			Telephone:		Email:	
Address:						
Federal Tax ID #		Please check one:	☐ Corporation ☐ Individual ☐ 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:				
Contract Value Amount:		Contract Funding Amount:				

1. INTRODUCTION

THIS *TYPE* CONTRACT ("Contract") is made and entered into this ___ day of _____, 2016 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 _____, 2016 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 Document

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. Reserved
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 $xxxxxxxx.

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 $xxxxxxxx.

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 **_____ 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 an acceptable Certificate of Insurance Policy(s) which includes Property, Liability and Professional Errors and Omissions coverage, as listed in Schedule F. The City of Colorado Springs shall be reflected as an additional insured on the Property and Liability policy(s).

Further, Contractor understands and agrees that Contractor shall have no right of coverage under any existing or future City comprehensive, self, or personal injury policies. Contractor shall provide insurance coverage for and on behalf of Contract that will sufficiently protect Contractor, or Contractor's agents, employees, servants

or other personnel, in connection with the services which are to be provided by Contractor pursuant to this Contract, including protection from claims for bodily injury, death, property damage, and lost income. Contractor shall provide worker's compensation insurance coverage for Contractor and all Contractor personnel. Contractor shall file applicable insurance certificates with the City and shall also provide additional insurance as indicated in this Contract. ***A CURRENT CERTIFICATE OF INSURANCE IS REQUIRED PRIOR TO COMMENCEMENT OF SERVICES LISTING THE CITY AS ADDITIONALLY INSURED.***

5. RESPONSIBILITY OF THE CONTRACTOR

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

B. The City's review, approval of, acceptance of, or payment for the services required under this Contract shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the City for any and all damages to the City caused by the Contractor's negligent performance of any of the services furnished under this Contract.

C. The rights and remedies of the City provided for under this Contract are in addition to any other rights and remedies provided by law.

D. If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

6. WORK OVERSIGHT

A. The extent and character of the work to be done by the Contractor shall be subject to the general approval of the City’s delegated Project Manager.

B. If any of the work or services being performed does not conform with Contract requirements, the City may require the Contractor to perform the work or services again in conformity with Contract requirements, at no increase in Contract amount. When defects in work or services cannot be corrected by re-performance, the City may (1) require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements and (2) reduce the Contract price to reflect the reduced value of the work or services performed.

C. If the Contractor fails to promptly perform the defective work or services again or to take the necessary action to ensure future performance is in conformity with Contract requirements, the City may (1) by Contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such work or service or (2) terminate the Contract for breach of contract.

7. SUBCONTRACTORS, ASSOCIATES, AND OTHER CONTRACTORS

A. Any subcontractor, outside associates, or other contractors used by the Contractor in connection with Contractor's work under this Contract shall be limited to individuals or firms that are specifically identified by the Contractor in the Contractor's proposal and agreed to by the City. The Contractor shall obtain the City's Project Manager's written consent before making any substitution of these subcontractors, associates, or other contractors.

B. The Contractor shall include a flow down clause in all of its subcontracts, agreements with outside associates, and agreements with other contractors. The flow down clause shall cause all of the terms and conditions of this Contract, including all of the applicable parts of the Contract Documents, to be incorporated into all subcontracts, agreements with outside associates, and agreements with other contractors. The flow down clause shall provide clearly that there is no privity of contract between the City and the Contractor's subcontractors, outside associates, and other contractors.

8. KEY PERSONNEL

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

9. START AND CONTINUANCE OF WORK

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

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 was 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, which change order was signed by the authorized City representative. The amount of compensation to be paid, if any, shall be deemed to cover any and all additional general, extended overhead, 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 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.

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 AND CONTROL ACT

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

26. LABOR

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

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

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

27. GRATUITIES

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

B. The terms "hospitality" and "gift" include, but are not limited to, any payment, subscription, advance, forbearance, acceptance, rendering or deposit of money, services, or anything of value given or offered, including but not limited to food, lodging, transportation, recreation or entertainment, token or award.

C. Contract termination under this provision shall constitute a breach of contract by the Contractor, and the Contractor shall be liable to the City for all costs of reletting the contract or completion of the project. Further, if the Contractor is terminated under this provision, or violates this provision but is not terminated, the Contractor shall be subject to debarment under the City's Procurement Regulations. The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

28. NON-DISCRIMINATION

A. In accord with section 24-34-402, C.R.S., 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 section107.27 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. APPENDICES

The following Appendices are made a part of this Agreement:

1. Schedule A - Price Sheet
2. Schedule B – General Construction Terms and Conditions
3. Schedule C – Reserved
4. Schedule D – General Specifications
5. Schedule E – Special Specifications

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 3 – SCOPE OF WORK

Storm damage caused undermining underneath and behind eight (8) concrete armoring panels in the natural channel between opposing lanes of traffic on 31st Street. Work to be accomplished:

Repair all trapezoidal channels including slide slopes and bottom by increasing the slab width to 6" and installing #6 and #7 rebar along with 4,500 PSI concrete with fiber mesh included for extra strength.

Install mitigation controls in the form of a toe wall to support new side panels and reduce the possibility of undermining or erosion in a future event.

The primary element of the project is to remove and replace failed concrete ditch paving and eroded channel bottom of the existing channel along N. 31st Street at Westmoor Drive in Colorado Springs, CO.

All work to be accomplished inn accordance with specifications and plan sets.

APPENDIX 1 PROPOSAL CERTIFICATION

Check or Mark the space after each number to indicate compliance.

1. _____ Address of Offeror's Principal Place of Business:

_____

_____

_____

Does Offeror have an established office or facility in Colorado Springs?

Yes _____ No _____

If yes, indicate address below if different than Principal Place of Business.

Colorado Springs Facility - Year established _____

Address of Colorado Springs Facility:

_____

_____

_____

Percent of Work to be Performed from Principal Place of Business? _____

Percent of Work to be Performed from Colorado Springs Facility? _____

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

Indicate your ability to comply with the following requirements:

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

Yes _____ No _____

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

Yes _____ No _____
Provide the name of your property and liability insurance company here:

Name: _____

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

Yes _____ No _____

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

Yes _____ No _____

3. _____ Provide one (1) copy of current financial statements (if required). Enclose financial information in a separate envelope; do not bind with the other proposal copies. If review of the information is to be restricted to the City's financial officer, it must be marked accordingly.

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

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

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

Telephone: (___) _____

Email: _____

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

_____	_____
(Name of Company)	(Signature)
_____	_____
(Address)	Date
_____	_____
(City, State and Zip)	(Telephone Number)
_____	_____
(Name typed/Printed)	(Title)

_____

(E-Mail Address)

FEDERAL TAX ID #_____

This Company Is: Corporation___ Individual____ Partnership____ LLC____

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

AMENDMENT #1_____ DATED:_____

AMENDMENT #2_____ DATED:_____

AMENDMENT #3_____ DATED:_____

Please Note the attached Representations and Certifications must be initialed by Offeror in the spaces provided and returned with this certification.

REPRESENTATIONS AND CERTIFICATIONS

Appendix 1 Continued

1. INSURANCE REQUIREMENTS

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

_____
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 proposal, the name of any officer, director, or agent who is also an employee of the City and any City employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Offeror's firm or any of its branches.
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, Provider 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 proposal and any awarded contract, including without

limitation such administrative matters as correction of problems modifications, and reduction of costs.

b) The Authorized Representative shall be the person identified in the Offeror's proposal, unless the Offeror provides written notice to the City naming another person to serve as its Authorized Representative. Communications received by the City Contracts Specialist from the Authorized Representative shall be deemed to have been received from the Offeror.

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 proposal.

e) By submitting an offer the Offeror certifies that it has complied and will comply with all requirements of local, state, and federal laws, and that no legal requirements have been or will be violated in making or accepting this solicitation.

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

_____
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 12

Name of Company:

Federal Tax ID Number:

DUNS Number:

Principle Place of Business:

_____
Signature of Authorized Representative

Printed Name: _____

Title: _____

Date: _____

APPENDIX 2 - MINIMUM INSURANCE REQUIREMENTS

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

1.	X	Workers' Compensation and Employers Liability as required by statute. Employers Liability coverage is to be carried for a minimum limit of $100,000.
2.	X	Automobile Liability covering any auto (including owned, hired, and non-owned autos) with a minimum of $1,000,000 each accident combined single limit.
3.	X	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.
4.	NA	Liquor Legal Liability Insurance: If the event producer is a business that manufactures, distributes, sells, or serves alcoholic beverages, and intends to serve or sell alcoholic beverages at an event, they must also submit a Certificate of Insurance providing proof of a liquor legal liability insurance policy or properly endorsed general liability policy. a. If this event producer hires a vendor to serve or sell alcoholic beverages, rather than providing the alcohol themselves, they must submit a Certificate of Insurance from the vendor providing proof of a liquor legal liability insurance policy or properly endorsed general liability policy. b. In either case, the minimum acceptable limit of liability per claim and aggregate is $1,000,000. This requirement applies to the business or group which serves or sells the alcohol.
5.	NA	Technology Errors and Omissions Liability including Network Security and Privacy Liability not less than $3,000,000 per loss with a $3,000,000 aggregate. a. The policy shall provide a waiver of subrogation. b. The insurance shall provide coverage for liability arising from theft, dissemination and/or use of confidential information stored or transmitted in electronic form. c. Network Security Liability arising from the unauthorized access to, use of or tampering to gain access to your services including denial of service, unless caused by a mechanical or electrical failure d. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs theron.
6.	X	Excess Liability for limits not less than $1,000,000 combined single limit for bodily injury and property damage for each occurrence.
7.	NA	Builders Risk or Installation Floater Insurance: Contractor shall purchase and maintain property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided

		in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the Owner has an insurable interest in the property.
8.	NA	Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts with limits of not less than $1,000,000 per occurrence and in the aggregate. The coverage shall have an extended reporting period of 2 years following the date of substantial completion of the project for reporting of claims.
9.	NA	Pollution Legal Liability Insurance for limits of not less than $1,000,000 for sudden and accidental incidents including on-site clean-up for new conditions, third party liability for bodily injury and property damage at on-site and off-site locations, and third party clean-up for new and pre-existing conditions.

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

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

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

_____
(Name of Company)

_____
(Signature) *(Date)*

APPENDIX 3 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

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

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

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

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

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

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

(Check One)

I DO CERTIFY (_____) **I DO NOT CERTIFY (_____)**

Date: _____

Signature: _____

Title: _____

APPENDIX 4 - RESTRICTIONS ON LOBBYING CERTIFICATION

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

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

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

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

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

Proposer: _____

Signature: _____

Title: _____

Date: _____

APPENDIX 5 - NON-COLLUSION AFFIDAVIT

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

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

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

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

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

Proposer: _____

Signature:_____

Title: _____

Date: _____

APPENDIX 6 - EQUAL EMPLOYMENT STATUS REPORT

Contractor's Name
_____

Street Address
_____

City _____State _____ Zip _____

This firm is:

_____Independently owned and operated

_____ An Affiliate Parent Company _____
or
_____ A Subsidiary of Address _____
or
_____ A Division City and State _____

Zip _____

1. Contractor ____ HAS ____ HAS NOT

Developed and has on file an affirmative action program in conformance with 41 CFR 60-2.

2. Contractor ____ HAS ____ HAS NOT

Participated in any previous contract or subcontract subject to the equal opportunity clause either with the City or any Federal agency.

3. Contractor ____ HAS ____ HAS NOT

Filed with the City, or where applicable, joint Reporting Committee, or other Federal Agency, all reports due under the applicable contract(s) or subcontract(s).

Contractor's Equal Employment Opportunity Program ____ HAS ____ HAS NOT been subject to a Federal Equal Opportunity Compliance Review. If so, then state date of Review below.

_____

Signature _____ Date _____

Title _____

ATTACHMENT 1

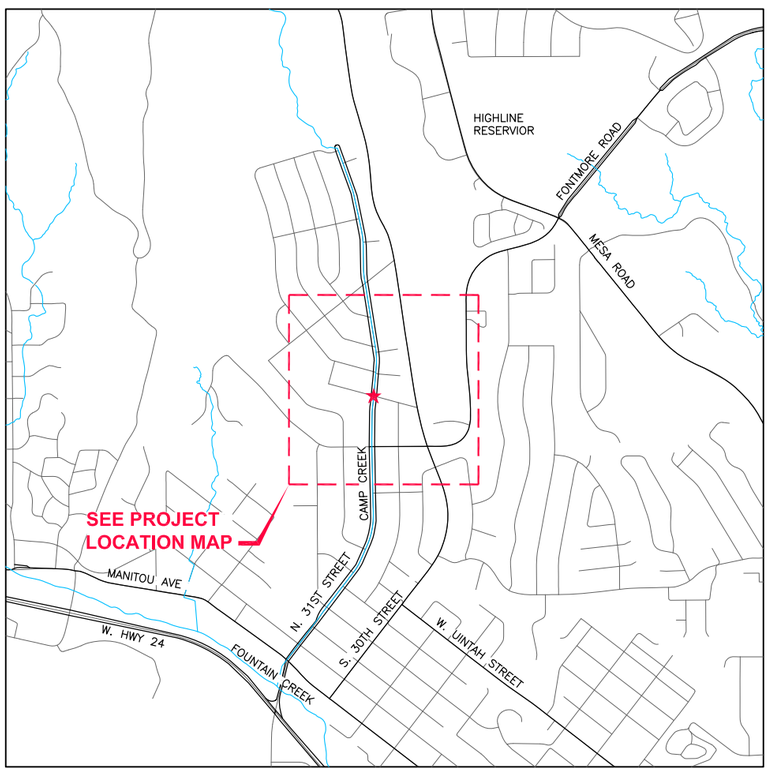
CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO

CONSTRUCTION PLAN SET

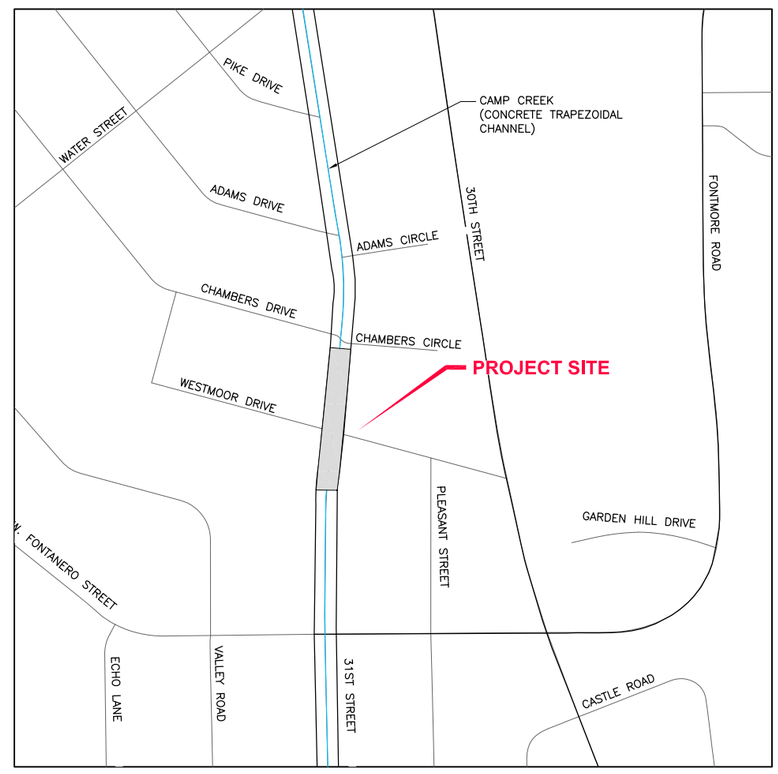
CAMP CREEK STABILIZATION PROJECT
CAMP CREEK IMPROVEMENTS ON N. 31ST ST. AND WESTMOOR DR.
CITY PROJECT NO: CS031
FEMA PROJECT NO: 4229-00040

PROJECT DRAWING LIST

SHEET NUMBER	SHEET NAME	SHEET DESCRIPTION
GENERAL SHEETS		
1	G000	COVER SHEET
2	G001	LEGEND AND ABBREVIATIONS
3	G002	GENERAL NOTES
4	G003	CONSTRUCTION NOTES
5	G004	SUMMARY OF APPROXIMATE QUANTITIES
CIVIL SHEETS		
PLAN AND PROFILE		
6	C300	PLAN AND PROFILE
7	C400	DETAILS



VICINITY MAP
SCALE: NTS



LOCATION MAP
SCALE: NTS

REVIEWED BY:

CITY ENGINEERING

BY: _____ DATE: _____

PEAK RESOURCE CONSERVATION, INC.

BY: _____ DATE: 07/28/2016
RAY PEREZ P.E. 37173

Know what's **below.** **Call before you dig.**

COLORADO REGISTERED RAYMOND E. PEREZ 37173 PROFESSIONAL ENGINEER

Peak Resource conservation

DATE: 09/14/16

NO.	REVISION	BY	DATE

PROJECT MANAGER: S. BURKE
DESIGNED BY: B. SHEETS
DRAWN BY: ISM
CHECKED BY: R. PEREZ
PROJECT NUMBER: N/A

VERIFY SCALES
BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

CAPITAL IMPROVEMENTS PROGRAM
CAMP CREEK STABILIZATION

COVER SHEET

SCALE
HORZ: –
VERT: –

FILENAME
00G000.dwg

SHEET
G000
1 OF 7 SHEETS

User: GAMING Sep 14, 2016 – 8:41am
Drawing: S:\PROJECTS\CAMP CREEK 31ST STREET\DWG\CD\31ST STREET – 01 – COVER – G000.DWG – Layout: COVER SHEET
Xrefs: 00G–VM–COVER.DWG 00G–BD–22X34_VERT.DWG – Images: 811_LOGO.JPG COLORADO_SPRINGS_LOGO_LG.JPG REP – SIGNATURE 072816.JPG REP–STAMPNSIGNATURE (2).JPG 811_LOGO.JPG COLORADO_SPRINGS_LOGO

CIVIL SYMBOLOGY

SYMBOL OR LINETYPE	DESCRIPTION
5255	HORIZONTAL CONTROL LOCATION AND CALLOUT
2	CONSTRUCTION NOTE
B-101	SOIL BORING
TP-101	SOIL TEST PIT
	WETLAND DELINEATION SAMPLE PLOT
P_SSB#	UTILITY POT HOLE
75.8	SURFACE SPOT ELEVATION
	DIRECTION OF SURFACE RUNOFF
	DITCH OR STREAM CENTERLINE
	CUT SLOPE
	FILL SLOPE
	CONTRUCTION ENTRANCE
	CONTRUCTION STAGING AREA
	DIVERSION CULVERT INLET PROTECTION
	PERMANENT EASEMENT
	TEMPORARY OR CONSTRUCTION EASEMENT
	PROPERTY LINES
	RIGHT OF WAY LINES
	RIGHT OF WAY CENTERLINE
X X	BARBED WIRE OR FIELD FENCE
	WOOD BOARD OR SILT FENCE
HVF	CONSTRUCTION HIGH VISIBILITY FENCE
	TREE PROTECTION OR CHAIN LINK FENCE
100 YEAR	100 YEAR WATER SURFACE ELEVATION
	GUARDRAIL
	PROFILE FINAL GRADE SURFACE
	PROFILE EXISTING GRADE SURFACE
20	MAJOR CONTOURS AND LABELS
21	MINOR CONTOURS
WTL	WETLAND BOUNDARY AND HATCHING
	CONSTRUCTION LIMIT
	WETLAND BUFFER
MHHW	MEAN HIGH WATER
EOP	EDGE OF PAVEMENT
	SHORELINE JURISDICTION
	STREAM BUFFER
OHW	ORDINARY HIGH WATER
	VEGETATION LINE
	CONIFER TREE
	DECIDUOUS TREE

SYMBOL OR LINETYPE	DESCRIPTION
	INUNDATED SCRUB SHRUB WETLAND
	SATURATED SCRUB SHRUB WETLAND
	PALUSTRINE EMERGENT
	RIPARIAN
	SALT WATER EDGE
	UPLAND UPLAND SEED MIX
	LOW GROW SEED MIX/ LAWN SEED MIX
	WET NATIVE SEED MIX
	ASPHALT OVERLAY
	EROSION CONTROL BLANKET OR MATT
	CONCRETE
	GRAVEL, DRAIN ROCK OR AGGREGATE BASE
	SANDBAG REVETMENT
	DEMOLITION
	CRUSHED GRAVEL SURFACING
MH	SANITARY SEWER MANHOLE
SS	SANITARY SEWER PIPELINE
CB	CATCH BASIN
	CATCH BASIN INSERT
	CULVERT
SD	STORM DRAIN PIPELINE
	WATER PIPE CENTERLINE
175+00	WATER PIPE STATIONING AND TICKS
W	WATER PIPE SINGLE LINE
	WATER PIPE DOUBLE LINE
	ISOLATION VALVE
	TRENCH PLUGS
	BLIND FLANGE
	PLUG VALVE
	ACCESS & VAULT CHAMBER

EXISTING CIVIL SYMBOLOGY

SYMBOL	DESCRIPTION
	MONUMENT
	MONUMENT IN CASE
	REBAR & CAP
	SCRIBED "X"
	PK NAIL
	METAL SIGN POST
	WOOD SIGN POST
	SANITARY SEWER MANHOLE
	STORM DRAIN MANHOLE
	CATCH BASIN
WM	WATER METER
	GAS VALVE
TR	TRAFFIC JUNCTION BOX
EL	ELECTRICAL JUNCTION BOX
PM	POWER METER
TC	TELECOMMUNICATION JUNCTION BOX
CT	CABLE TV JUNCTION BOX
	JUNCTION BOX
P	POWER VAULT
TELR	TELECOMMUNICATION RISER
P	UTILITY POLE
UG	UTILITY POLE W/CONDUITS TO UNDERGROUND
	GUY ANCHOR
GP	GUY POLE
	TRAFFIC SIGNAL POLE W/ LUMINAIRE
	LUMINAIRE (SINGLE FIXTURE)
UG	LUMINAIRE (SINGLE FIXTURE) W/CONDUITS TO UNDERGROUND

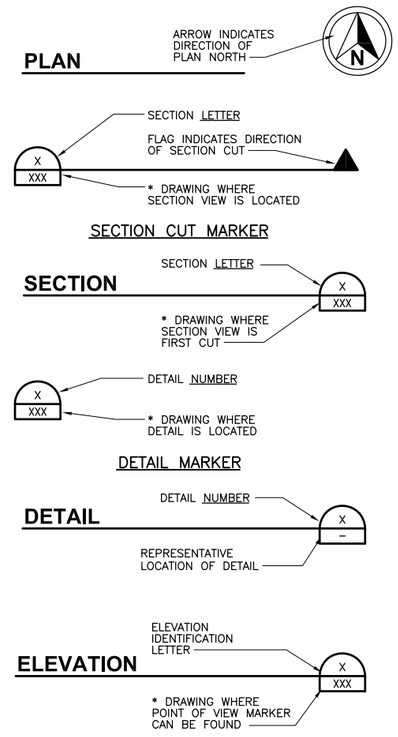
SYMBOL	DESCRIPTION
GTP	GATE POST
MB	MAIL BOX
	CONIFEROUS TREE
	DECIDUOUS TREE
	TEST HOLE (WITH FIELD IDENTIFIER)
	YARD LIGHT OR LUMINAIRE W/NO MAST
	GRATE INLET
CPEP	CORRUGATED POLYETHYLYNE PIPE
RCP	REINFORCED CONCRETE PIPE
CIP	CAST IRON PIPE
CMP	CORRUGATED METAL PIPE
DIP	DUCTILE IRON PIPE
W	WATER MANHOLE
	WATER VALVE
	FIRE HYDRANT

LINETYPE	DESCRIPTION
G	GENERIC GAS LINE
IRR	IRRIGATION
SD	STORM DRAIN
SS	SANITARY SEWER
FM	FORCEMAIN
W	GENERIC WATER LINE
UGE	UNDERGROUND POWER
UGF	UNDERGROUND FIBER OPTIC
UGT	UNDERGROUND TELEPHONE
OHTV	UNDERGROUND TELEVISION
OHE	OVERHEAD POWER
OHF	OVERHEAD FIBER OPTIC
OHT	OVERHEAD TELEPHONE
OHTV	OVERHEAD TELEVISION
20	MAJOR CONTOUR
21	MINOR CONTOUR

GENERAL NOTES:

1. THIS IS A STANDARD DRAWING SHOWING COMMON SYMBOLOGY. ALL SYMBOLS ARE NOT NECESSARILY USED ON THIS PROJECT.
2. SCREENING OR SHADING OF WORK IS USED TO INDICATE EXISTING COMPONENTS OR TO DE-EMPHASIZE PROPOSED IMPROVEMENTS TO HIGHLIGHT SELECTED TRADE WORK. REFER TO CONTEXT OF EACH DRAWING FOR USAGE.

GENERAL SYMBOLOGY



IDENTIFICATION SYMBOLOGY

FILE TYPE DESIGNATIONS (1ST TWO DIGITS)

00 GENERAL
01 CIVIL DESIGN (ROADWAY AND PEDESTRIAN IMPROVEMENTS)

DRAWING DISCIPLINE ABBREVIATIONS (1ST LETTER)

G GENERAL

C CIVIL

DRAWING SERIES DESIGNATIONS (2ND THREE DIGITS)

000 SURVEY CONTROL AND PROJECT KEY MAP

100 DEMOLITION OR REMOVAL PLANS

200 ROADWAY IMPROVEMENTS PLANS OR PLAN AND PROFILES AND SECTIONS

300 DRAINAGE AND GRADING PLAN AND PROFILES

400 ENLARGED PLAN, SECTIONS AND DETAILS

500 STANDARD DETAILS

ABBREVIATIONS

ASTM	AMERICAN SOCIETY OF TESTING AND MATERIALS
APPROX	APPROXIMATE OR APPROXIMATELY
BCR	BEGIN CURB RADIUS
CDOT	COLORADO DEPARTMENT OF TRANSPORTATION
C/L	CENTERLINE
CLR	CLEARANCE
CONC	CONCRETE
DWG	DRAWING
DR	DRIVE
EA	EACH
ECR	END CURB RADIUS
ELEV OR EL	ELEVATION
ESMT	EASEMENT
EW	EACH WAY
EX OR EXIST	EXISTING
FL	FLOWLINE
FT	FOOT/FEET
HBP	HOT BITUMINOUS PAVEMENT
HCL	HORIZONTAL CONTROL LINE
K	VERTICAL CURVE RATIO
LT	LEFT
MAX	MAXIMUM
MIN	MINIMUM
MUTCD	MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES
NTS	NOT TO SCALE
PC	POINT OF CURVATURE
PGL	PROFILE GRADE LINE
PI	POINT OF INTERSECTION
P/L	PROPERTY LINE
PT	POINT OF TANGENCY
PVC	POINT OF VERTICAL CURVE OR POLYVINYL CHLORIDE
PVI	POINT OF VERTICAL INTERSECTION
PVMT	PAVEMENT
PVT	POINT OF VERTICAL TANGENT
RAD	RADIUS, OR CENTER OF RADIUS
ROW	RIGHT-OF-WAY
RT	RIGHT
ST	STREET
STA	STATION
STD	CITY OF COLORADO SPRINGS STANDARD SPECIFICATION
SW OR S/W	SIDEWALK
TBC	TOP BACK OF CURB
TYP	TYPICAL
TER	TERRACE
WWF	WELDED WIRE FABRIC
SRPE	STEEL REINFORCED POLYETHYLENE
CMP	CORRUGATED METAL PIPE

MISC. ABBREVIATIONS

@	AT
ø	PHASE, DIAMETER
&	AND
'	FEET, MINUTES
"	INCHES, SECONDS
°	DEGREE
#	NUMBER
℄	CENTERLINE
(E)	EXISTING
WSE	WATER SURFACE ELEVATION

GENERAL NOTES:

1. THESE ABBREVIATIONS APPLY TO THE ENTIRE SET OF CONTRACT DRAWINGS.
2. LISTING OF ABBREVIATIONS DOES NOT IMPLY THAT ALL ABBREVIATIONS ARE USED IN THE CONTRACT DRAWINGS.
3. ABBREVIATIONS SHOWN ON THIS SHEET INCLUDE VARIATIONS OF A WORD. FOR EXAMPLE, "MOD" MAY MEAN MODIFY OR MODIFICATION; "INC" MAYMEAN INCLUDED OR INCLUDING AND "REINF" MAY MEAN EITHER REINFORCE OR REINFORCING.

Peak Resource conservation

DATE: 09/14/16

NO.	REVISION	BY	DATE

PROJECT MANAGER	S. BURKE
DESIGNED BY	B. SHEETS
DRAWN BY	ISM
CHECKED BY	R. PEREZ
PROJECT NUMBER	N/A

VERIFY SCALES
BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

COLORADO SPRINGS

CAPITAL IMPROVEMENTS PROGRAM
CAMP CREEK STABILIZATION

LEGEND AND ABBREVIATIONS

SCALE
HORZ: –
VERT: –

FILENAME
00G001.dwg

SHEET
G001
2 OF 7 SHEETS

User: GAMING Sep 14, 2016 – 8:04am
Drawing: C:_PRC\PROJECTS\CAMP CREEK 31ST STREET\DWG\CD\31ST STREET –LEGEND – NOTES G001-G004.DWG – Layout: LEGEND AND ABBREVIATIONS
Xrefs: 00G-BD-22X34_VERT.DWG – Images: REP-STAMPNSIGNATURE (2).JPG 811_LOGO.JPG COLORADO_SPRINGS_LOGO_LG.JPG PRC-LOGO.GIF REP – SIGNATURE 072816.JPG REP-STAMPNSIGNATURE (

GENERAL NOTES:

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF COLORADO SPRINGS, ENGINEERING DIVISION, GENERAL PROVISIONS, SPECIAL PROVISIONS, STANDARD SPECIFICATIONS, REVISIONS TO STANDARD SPECIFICATIONS AND SUPPLEMENTAL SPECIFICATIONS, CDOT STANDARD SPECIFICATIONS, LATEST REVISION.
2. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO INSURE THAT ALL WORK IS PERFORMED IN ACCORDANCE WITH APPLICABLE STANDARDS AND REGULATIONS AS SET FORTH BY THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (O.S.H.A.).
3. NO FIELD CHANGES SHALL BE MADE WITHOUT PRIOR WRITTEN APPROVAL OF THE PROJECT ENGINEER.
4. SUBMITTALS SHALL BE MADE FOR ALL MATERIALS TO BE INCORPORATED INTO THIS PROJECT.
5. UTILITY LINES ARE SHOWN ON THE PLAN SHEETS ARE PLOTTED FROM THE BEST AVAILABLE INFORMATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE VERIFICATION AND PROTECTION OF ALL UTILITIES IN PLACE.
6. THE CONTRACTOR SHALL CONTACT THE UTILITY NOTIFICATION CENTER OF COLORADO AT 1-800-922-1987 TWO BUSINESS DAYS IN ADVANCE OF ANY EXCAVATION OR GRADING. FOR A LIST OF SPECIFIC CONTACTS SEE SPECIFICATIONS.
7. THE CONTRACTOR SHALL PROJECT AND MAINTAIN ALL UTILITIES AND STRUCTURES AFFECTED BY THE WORK AND ANY DAMAGE SHALL BE REPAIRED AND RESTORED TO THE SATISFACTION OF THE CITY OF COLORADO SPRINGS. THE CONTRACTOR IS RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL UTILITIES DURING CONSTRUCTION. THE CONTRACTOR SHALL COORDINATE ALL UTILITY RELOCATIONS AS NECESSARY. THE CITY ENGINEERING INSPECTIONS AND UTILITY DEPARTMENTS SHALL BE NOTIFIED A MINIMUM OF 48 HOURS PRIOR TO COMMENCING WORK WHERE THESE DEPARTMENTS MAY BE AFFECTED.
8. THE CONTRACTOR SHALL NOTIFY THE GAS DIVISION INSPECTOR (636-5736) AT LEAST 48 HOURS IN ADVANCE OF CONSTRUCTION NEAR ANY GAS FACILITIES. THE GAS DIVISION WILL RELOCATE THE GAS SERVICES REQUIRED ON AN AS NEEDED BASIS.
9. EXCAVATION AT GAS LINES: TEMPORARY COVER DURING CONSTRUCTION SHALL BE AT LEAST 18 INCHES OVER THE GAS CONDUIT. FINISH GRADE MUST BE AT LEAST 2 FEET AND NO MORE THAN 6 FEET OVER THE GAS CONDUIT.
10. IN SOME OF THE PROPOSED AREAS OF CONSTRUCTION EXISTING UNDERGROUND TELEPHONE AND CABLE TELEVISION FACILITIES MAY BE LOCATED IN CLOSE PROXIMITY TO THE WORK. THE CONTRACTOR MAY, IF NECESSARY TEMPORARILY DISPLACE THE CABLES DURING CONSTRUCTION AND REINSTALL THEM IN ACCORDANCE WITH THE APPROPRIATE TELEPHONE OR CABLEVISION COMPANY'S GUIDELINES. COORDINATION WITH BOTH THE TELEPHONE AND THE CABLE TELEVISION COMPANY IS REQUIRED TO BE DONE BY THE CONTRACTOR.
11. THE CONTRACTOR SHALL OBTAIN AN APPROVED TRAFFIC CONTROL PLAN PRIOR TO COMMENCING CONSTRUCTION ACTIVITIES.
12. THE PHYSICAL FEATURES WITHIN THE LIMITS OF THE PROJECT HAVE BEEN SHOWN BASED ON THE BEST AVAILABLE INFORMATION AT THE TIME OF DESIGN. THE ENGINEERING ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE FEATURES SHOWN. THE CONTRACTOR SHALL REVIEW AND VERIFY EXISTING PHYSICAL FEATURES AND ELEVATIONS AND INFORM THE THEMSELVES OF THE CONDITIONS TO BE ENCOUNTERED DURING THE CONSTRUCTION.
13. THE CONTRACTOR SHALL LIMIT ALL WORK AND STORAGE AREAS TO THE PUBLIC RIGHT-OF-WAYS AND EASEMENTS. USE OF ANY PRIVATE AREAS FOR THIS PROJECT BY THE CONTRACTOR MUST BE APPROVED IN WRITING BY THE PROPERTY OWNER WITH A COPY OF THIS APPROVAL PROVIDED TO THE ENGINEER PRIOR TO USAGE.
14. ALL CONSTRUCTION IS TO INCLUDE COMPACTION AND FINISH GRADING IN THE UNIT PRICE OF RELATED WORK ITEM.
15. ALL WORK SHALL BE DONE TO THE LINES, GRADES, SECTIONS, AND ELEVATIONS SHOWN ON THE PLANS UNLESS OTHERWISE NOTED OR APPROVED BY THE ENGINEER.
16. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE CITY OF COLORADO SPRINGS AND THE ENGINEER.
17. THE ENGINEER SHALL BE NOTIFIED WITHIN 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.
18. PAYMENT, DIMENSIONS AND RADII ARE SHOWN TO THE FLOWLINE UNLESS OTHERWISE NOTED.
19. THE CONTRACTOR SHALL LIMIT CONSTRUCTION ACTIVITIES TO THOSE AREAS WITHIN THE LIMITS OF DISTURBANCE AND/OR TOES OF SLOPE AS SHOWN ON THE PLANS AND CROSS SECTIONS. ANY DISTURBANCE BEYOND THESE LIMITS SHALL BE RESTORED TO ORIGINAL CONDITIONS BY THE CONTRACTOR AT HIS/HER OWN EXPENSE. CONSTRICTION PARKING OF VEHICLES OR EQUIPMENT. DISPOSAL OF LITTER AND ANY OTHER ACTION WHICH WOULD ALTER EXISTING CONDITIONS.
20. THE CONTRACTOR SHALL NOT REMOVE AND SHALL PROTECT FROM DAMAGE ALL TREES, BUSHES, AND EXISTING IMPROVEMENTS INSIDE AND OUTSIDE OF THE LIMITS OF WORK. SPECIFIC PROVISIONS ARE SHOWN ON THE PLANS.
21. NO TREES SHALL BE REMOVED OR TRIMMED WITHOUT PRIOR ACKNOWLEDGMENT OF THE PROPERTY OWNER AND/OR PROJECT ENGINEER.
22. THE CONTRACTOR SHALL PROTECT THE EXISTING DRAINAGE STRUCTURES AND REROUTE ANY RUNOFF AS NECESSARY DURING CONSTRUCTION ACTIVITIES TO PREVENT EROSION AND DAMAGE.
23. THE CONTRACTOR SHALL PROVIDE SAFE PEDESTRIAN ACCESS AT ALL TIMES DURING THE PROJECT.
24. THE CONTRACTOR SHALL CLOSELY MONITOR ACCESS FOR HEAVY CONSTRUCTION EQUIPMENT THROUGH THE PROJECT AND RESIDENTIAL AREAS.
25. SHOULD THE CONSTRUCTION ACTIVITY CONTINUE PAST 7:00 P.M., THE CONTRACTOR SHALL ENSURE THAT THE NOISE LEVEL DOES NOT EXCEED THE LIMITS SPECIFIED IN THE CITY ORDINANCE.
26. WHERE PAVEMENT IS TO ABUT EXISTING PAVEMENT, THE EXISTING PAVEMENT SHALL BE REMOVED TO A NEAT VERTICAL LINE BY FULL DEPTH SAWING. SAWING WILL NOT BE PAID FOR SEPARATELY BUT SHALL BE INCIDENTAL TO "REMOVAL OF ASPHALT PAVEMENT". THE CONTRACTOR WILL BE REQUIRED TO PAINT THE EDGE OF CUT PAVEMENT WITH DILUTED EMULSIFIED ASPHALT (SLOW SETTING) PRIOR TO PAVING OPERATIONS. VERTICAL EDGES SHALL NOT REMAIN OVERNIGHT. DILUTED EMULSIFIED ASPHALT FOR TACK COAT SHALL CONSIST OF ONE PART EMULSIFIED ASPHALT AND ONE PART WATER.
27. WATER SHALL BE USED AS A DUST PALLIATIVE WHERE REQUIRED. LOCATION SHALL BE AS ORDERED. THE COST OF WATER SHALL BE INCIDENTAL TO OTHER BID ITEMS.
28. THE PHYSICAL FEATURES REQUIRING REMOVAL OR OBLITERATION WITHIN THE PROJECT SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND ASPHALT BE DISPOSED OF OFF-SITE. THE EXCEPTION IS TRAFFIC CONTROL DEVICES, WHICH SHALL BE SALVAGED FOR CITY MAINTENANCE.
29. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PRESERVING ANY MONUMENT, RANGE POINTS, TIES, BENCHMARKS AND/OR SURVEY CONTROL POINTS WHICH MAYBE DISTURBED OR DESTROYED BY CONSTRUCTION. SUCH POINTS SHALL BE REFERENCED AND REPLACED WITH APPROPRIATE MONUMENT BY A REGISTERED PROFESSIONAL LAND SURVEYOR AUTHORIZED TO PRACTICE LAND SURVEYING IN THE STATE OF COLORADO.
30. THE CONTRACTOR SHALL HAVE A COPY OF ALL APPLICABLE STANDARDS ON SITE FOR THE DURATION OF THE PROJECT.
31. THE CONTRACTOR SHALL NOT STOCKPILE MATERIAL WITHIN 10 FT. OF THE EDGE OF THE TRAVELED WAY.
32. THE FOLLOWING SHALL BE FURNISHED WITH EACH BITUMINOUS PAVER. THIS DEVICE SHALL BE USED ON ALL PASSES AND LIFTS OF BITUMINOUS PAVEMENT PLACE

    A. A SKI TYPE DEVICE AT LEAST 30 FEET IN LENGTH.
    B. SHORT SKI OR OR SHOE.
    C. CONTROL LINE AND STAKES, SUFFICIENT FOR EACH PHASE OF THE PROJECT.
33. ANY LAYER OF BITUMINOUS PAVEMENT THAT IS TO HAVE SUCCEEDING LAYER PLACED THEREON SHALL BE COMPLETED FULL WIDTH BEFORE SUCCEEDING LAYER IS PLACE.
34. BEFORE PLACEMENT OF THE TACK COAT, THE CONTRACTOR SHALL CLEAN THE PRESENT ROADWAY AS DIRECTED. CLEANING WILL NOT BE PAID FOR SEPARATELY, BUT SHALL BE INCLUDED IN THE COST OF THE PROJECT.
35. A TACK COAT OF EMULSIFIED ASPHALT (SLOW SETTING) IS TO BE APPLIED BETWEEN PAVEMENT COARSES TO IMPROVEMENT BOND. DILUTED EMULSIFIED ASPHALT FOR TACK COAT SHALL CONSIST OF 1 PART EMULSIFIED ASPHALT AND 1 PART WATER.
36. STORM INLET STATIONING AND ELEVATION REFERENCE TOP FRONT MIDDLE OF BOX. STORM MANHOLE STATIONING REFERENCE CENTER OF MANHOLE.
37. THE CONTRACTOR SHALL FURNISH, INSTALL, AND MAINTAIN TEMPORARY TRAFFIC CONTROL DEVICES NECESSARY THROUGHOUT THE DURATION OF CONSTRUCTION. THE CONTRACTOR SHALL CONTACT TRAFFIC ENGINEERING FORTY-EIGHT (48) HOURS IN ADVANCE FOR ANY REQUIRED MODIFICATION OF TRAFFIC SIGNALS WITHIN CONSTRUCTION AREA AS NECESSARY TO MAINTAIN SAFE OPERATIONS.
38. EXISTING AND PROPOSED JUNCTION BOX LIDS, WATER VALVES, SANITARY SEWER, OR STORM SEWER MANHOLE LIDS SHALL BE RAISED TO MATCH PROPOSED NEW GRADE. ALL ADJUSTMENTS OR MATERIALS REQUIRED FOR THE ADJUSTMENT SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT.
39. ALL WORK DONE ON OR AROUND WATER RESOURCES DEPARTMENT FACILITIES MUST BE INSPECTED BY A WATER RESOURCES DEPARTMENT INSPECTOR. THE CONTRACTOR IS REQUIRED TO NOTIFY THE WATER RESOURCES DEPARTMENT PIPELINE INSPECTION SECTION (638-5654) TWO WORKING DAYS PRIOR TO BEGINNING CONSTRUCTION. IF THIS PROJECT INVOLVES A TAP, DO NOT CALL TO SCHEDULE TAP UNTIL THE PIPELINE INSPECTION NOTIFICATION. INSPECTION REQUIRED AFTER WORKING HOUR MUST BE COORDINATED WITH THE PIPELINE INSPECTOR IN ADVANCE AND WILL BE SUBJECT TO OVER TIME CHARGES PER W.R.D. SPECIFICATIONS.
40. THE CONTRACTOR SHALL AT THEIR EXPENSE, SUPPORT AND PROTECT ALL WATER MAINS SO THAT THEY WILL FUNCTION CONTINUOUSLY DURING CONSTRUCTION EXCEPT THOSE DESIGNATED TO BE TEMPORARILY SHUT DOWN. TEMPORARY WATER SERVICE DISRUPTION SHALL BE DONE TO MINIMIZE THE EFFECTS ON COLORADO SPRING UTILITIES CUSTOMERS. SHOULD A WATER MAIN FAIL AS A RESULT OF THE CONTRACTOR'S OPERATIONS, IT WILL BE REPAIRED IMMEDIATE EITHER THE CONTRACTOR OR THE WATER RESOURCES DEPARTMENT AT THE FULL COST OF LABOR AND MATERIALS TO THE CONTRACTOR.
41. ANY DISCREPANCY WITHIN THESE PLANS SHOULD BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ENGINEER AND WORK SHALL STOP UNTIL THE DISCREPANCY IS DISCUSSED AND DECISIONS/AGREEMENTS HAVE BEEN MADE.
42. REFER TO PROJECT MANUAL FOR PAY ITEM DESCRIPTIONS AND MEASUREMENT. ALL WORK WITHOUT A SPECIFIC BID ITEM IS INCIDENTAL TO OTHER PAY ITEMS.
43. APPROVAL OF THESE PLANS BY THE CITY ENGINEER DOES NOT AUTHORIZE ANY WORK TO BE PERFORMED UNTIL ALL PERMITS HAS BEEN ISSUED.
44. THE APPROVAL OF THESE PLAN OR ISSUANCE OF A PERMIT BY THE CITY OF COLORADO SPRINGS DOES NOT AUTHORIZE THE OWNER OR CONTRACTOR TO VIOLATE ANY FEDERAL, STATE OR CITY LAWS, ORDINANCES, REGULATIONS, OR POLICIES.

EARTHWORK:

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

BENCHMARK AND SURVEY CONTROL:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION STAKING OF BOTH HORIZONTAL AND VERTICAL LAYOUT ON THIS PROJECT. COORDINATES ARE REFERENCED IN THE COORDINATE LIST SHOWN ON THESE PLANS. THE CONTRACTOR SHALL COORDINATE WITH THE PROJECT ENGINEER FOR INTERPRETATION AND INFORMATION IN STAKING OF THE PROJECT FOR CONSTRUCTION.
2. A TEMPORARY BENCHMARK HAS BEEN ESTABLISHED FOR THIS PROJECT UNLESS OTHERWISE NOTED.
3. PRIOR TO PROJECT COMPLETION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPLACEMENT OF ANY PROPERTY MONUMENTATION DISTURBED OR REMOVED BY CONSTRUCTION OPERATIONS. THIS WORK SHALL BE PERFORMED BY A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO. PROPERTY CORNERS WHICH FALL WITHIN NEW CONCRETE FLATWORK SHALL BE DURABLE AND SET FLUSH. THIS SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT.

TRAFFIC GENERAL NOTES:

1. BEFORE EXCAVATING, CONTRACTOR SHALL VERIFY LOCATION OF UNDERGROUND UTILITIES.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY MONUMENTATION AND/OR BENCHMARKS WHICH WILL BE DISTURBED OR DESTROYED BY CONSTRUCTION. SUCH POINTS SHALL BE REFERENCED AND REPLACED WITH APPROPRIATE MONUMENTATION BY A REGISTERED CIVIL ENGINEER AUTHORIZED TO PRACTICE LAND SURVEYING.
3. APPROVAL OF THESE PLANS BY THE CITY ENGINEER DOES NOT AUTHORIZE ANY WORK TO BE PERFORMED UNTIL A PERMIT HAS BEEN ISSUED.
4. THE APPROVAL OF THESE PLANS OR ISSUANCE OF A PERMIT BY THE CITY OF COLORADO SPRINGS DOES NOT AUTHORIZE THE SUBDIVIDER AND OWNER TO VIOLATE ANY FEDERAL, STATE OR CITY LAWS, ORDINANCES, REGULATIONS, OR POLICIES.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL NEW, TEMPORARY AND EXISTING TRAFFIC SIGNS FROM THE START OF THE CONSTRUCTION PROJECT UNTIL ACCEPTANCE BY CITY TRAFFIC ENGINEERING.
6. ALL TRAFFIC SIGNS, PAVEMENT MARKINGS, AND TRAFFIC SIGNALS SHALL MEET OR EXCEED M.U.T.C.D. STANDARDS.
7. THE CONTRACTOR SHALL NOT REMOVE ANY EXISTING SIGNS, PAVEMENT MARKINGS OR TRAFFIC SIGNALS DURING THE PROJECT WITHOUT SIGNED AUTHORIZATION OF THE CITY ENGINEERING INSPECTOR ASSIGNED TO THE PROJECT.
8. CONTRACTOR SHALL PREPARE A DETAILED TRAFFIC CONTROL PLAN, SUBMIT TO CITY TRAFFIC ENGINEERING FOR APPROVAL, AND OBTAIN APPROPRIATE PERMITS IN ACCORDANCE WITH THE "TRAFFIC CONTROLS FOR STREET CONSTRUCTION, UTILITY WORK AND MAINTENANCE OPERATIONS", MUTCD SUPPLEMENT FOR THE CITY OF COLORADO SPRINGS, AUGUST 1992.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL WORK ZONE TRAFFIC CONTROL. CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING, INSTALLING AND MAINTAINING THE TEMPORARY TRAFFIC CONTROL DEVICES THROUGHOUT THE DURATION OF THE PROJECT.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL NEW, TEMPORARY AND EXISTING TRAFFIC SIGNAL MODIFICATIONS.

NOTE:

1. THIS IS A STANDARD DRAWING SHOWING COMMON NOTES. ALL NOTES ARE NOT NECESSARILY APPLICABLE TO THIS PROJECT.

STRIPING AND SIGNAGE GENERAL NOTES:

1. THE CONTRACTOR SHALL LEVEL ALL DISTURBED AREAS WITH TOPSOIL AND HAND-RAKE TO A UNIFORM APPEARANCE. THE AREA SHALL BE SEEDED WITH PROTECTIVE STRAW MAT COVER DURING WINTER MONTHS OR SODDED ALL OTHER TIMES. THIS WORK IS TO BE CONSIDERED AN INCIDENTAL ITEM.INSTALLATION OF ALL STRIPING, SIGNS AND PAVEMENT MARKERS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL REMOVAL OF EXISTING PAVEMENT MARKINGS (SCARRING OF PAVEMENT IS NOT PERMITTED). AT NO TIME WILL IT BE ACCEPTABLE TO PAINT OVER EXISTING PAVEMENT MARKINGS.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR OVERLAYING OR CHIP SEALING ROADWAY, IF SCARRING OCCURS DURING REMOVAL OF EXISTING OR TEMPORARY PAVEMENT MARKINGS. THE CITY TRAFFIC ENGINEER WILL DETERMINE METHOD OF PAVEMENT REPAIR.
4. ALL STRIPING AND SIGNING SHALL CONFORM TO THE MOST RECENT ADOPTED EDITION OF THE FOLLOWING MANUALS AND THEIR SUPPLEMENTAL AMENDMENTS:
    A. MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD)
    B. CITY OF COLORADO SPRINGS SIGNS AND MARKING GUIDELINES
    C. CITY OF COLORADO SPRINGS STANDARD SPECIFICATIONS
    D. CITY OF COLORADO SPRINGS PUBLIC WORKS DESIGN MANUAL
5. ALL SIGNING AND STRIPING IS SUBJECT TO THE APPROVAL OF THE CITY TRAFFIC ENGINEER PRIOR TO INSTALLATION AND/OR REMOVAL.
6. CONTRACTOR SHALL REMOVE ALL CONFLICTING STRIPING, PAVEMENT MARKINGS AND LEGENDS BY HYDROBLASTING, SANDBLASTING AND/OR GRINDING. ANY DEBRIS SHALL BE PROMPTLY REMOVED BY THE CONTRACTOR.
7. SIGN POSTS SHALL BE INSTALLED WITH A MINIMUM OF 1 ¾" X 10' SQUARE PERFORATED STEEL TUBING WITH SLEEVE PER CITY OF COLORADO SPRINGS STANDARD.
8. ALL TRAFFIC SIGNS SHALL HAVE A MINIMUM OF HIGH INTENSITY GRADE SHEETING.
9. ANY DEVIATION FROM THE STRIPING AND SIGNING PLANS SHALL BE APPROVED BY THE ENGINEER OF WORK AND THE CITY TRAFFIC ENGINEER PRIOR TO ANY CHANGES BEING MADE IN THE FIELD.
10. ALL SIGNS SHOWN ON THE STRIPING AND SIGNING PLANS SHALL BE NEW SIGNS PROVIDED AND INSTALLED BY THE CONTRACTOR, EXCEPT FOR EXISTING SIGNS SPECIFICALLY INDICATED TO BE RELOCATED OR TO REMAIN.
11. STRIPED CROSSWALKS SHALL HAVE AN INSIDE DIMENSION OF 10 FEET AND CONTINENTAL CROSSWALKS SHALL HAVE A MINIMUM WIDTH OF 9 FEET UNLESS INDICATED OTHERWISE.
12. ALL LIMIT LINES/STOP LINES, CROSSWALK LINES, PAVEMENT LEGENDS, AND ARROWS (EXCEPT WITHIN BIKE LANES) SHALL BE A MINIMUM OF 90MIL THICKNESS THERMOPLASTIC OR PREFORM PLASTIC TAPE.
13. ALL LONGITUDINAL LINES SHALL BE A MINIMUM OF 15MIL THICKNESS EPOXY.
14. CONTRACTOR TO DELIVER ALL REMOVED SIGNS TO THE CITY OF COLORADO SPRINGS SIGNS/MARKINGS SHOP AT 404 FONTANERO STREET, (719) 578-6721.
15. CONTRACTOR SHALL NOTIFY CITY TRAFFIC ENGINEER (719) 385-5908 A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO AND UPON COMPLETION OF STRIPING AND SIGNAGE.

NPDES DRAINAGE WATER QUALITY NOTES:

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

GENERAL CONSTRUCTION NOTES:

1. PAY ITEMS LISTED IN THE BID SCHEDULE ARE THE ONLY PAY ITEMS FOR THE PROJECT. ANY OTHER ITEMS NECESSARY FOR A COMPLETE PROJECT, BUT NOT SHOWN IN THE BID SCHEDULE SHALL BE CONSIDERED AN INCIDENTAL ITEM AND IT'S COST TO BE INCLUDED IN OTHER ITEMS. THE CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS PRIOR TO BIDDING PROJECT. ALL UTILITY LOCATIONS SHOWN ARE APPROXIMATE, EXCEPT AS NOTED.
2. ANY CONTRACTOR-CAUSED DAMAGE TO UTILITY AND/OR SERVICE LINES, SHOWN OR NOT SHOWN ON THE PLANS, SHALL BE REPAIRED OR REPLACED AT NO COST TO THE CITY OF COLORADO SPRINGS AND SHALL BE ACCOMPLISHED BY THE CONTRACTOR, SUBCONTRACTOR OR AS APPROVED BY THE CITY ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY COMPANIES PRIOR TO COMMENCING WORK IN THE PROJECT AREA. LIKEWISE, THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING HIS WORK AND THAT OF THE INVOLVED UTILITIES IN THE PROJECT AREA.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING ALL LABOR, MATERIAL, EQUIPMENT AND INCIDENTAL ITEMS NEEDED TO PROVIDE ADEQUATE CONSTRUCTION SIGNING, BARRICADES, TRAFFIC CONTROL DEVICES AND OTHER RELATED ITEMS FOR THE PROJECT AREA, DURING THE CONSTRUCTION PERIOD. THIS WORK SHALL BE INCLUDED IN THE TRAFFIC CONTROL PAY ITEM.
4. THE CONTRACTOR SHALL CAREFULLY REMOVE, STORE AND REINSTALL ALL CITY-OWNED SIGNS WHOSE REMOVAL IS REQUIRED BY THIS CONSTRUCTION WORK IN THE PROJECT AREA. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ARRANGE FOR THE CITY TO INSPECT ALL SIGNS SCHEDULED FOR REMOVAL PRIOR TO THEIR REMOVAL. ONCE SAID SIGNS HAVE BEEN REMOVED, IT WILL BE ASSUMED THAT THEY WERE IN GOOD CONDITION AT THE TIME OF REMOVAL. ANY SIGNS DAMAGED OR LOSS BY THE CONTRACTOR SHALL BE REPLACED AT NO COST TO THE CITY. MATERIALS SHALL BE APPROVED BY THE PROJECT ENGINEER. ALL POST-MOUNTED SIGNS SHALL BE RESET AT THE PROPER HEIGHT AND LOCATION (CITY TO PROVIDE LOCATION OR AS SHOWN ON THE ENCLOSED PLAN).
5. ALL SIDEWALK AND PAVED DRIVEWAY REMOVALS SHALL BE BOUNDED BY JOINTS OR SAWCUTS. SAWCUTS IS TO BE CONSIDERED AN INCIDENTAL ITEM AND THE COST OF THIS ITEM IS TO BE INCLUDED IN OTHER PAY ITEMS.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL DRIVEWAY CLOSINGS WITH THE RESPECTIVE PROPERTY OWNERS AND TENANTS, IF PROPERTY IS RENTED. EXISTING CONCRETE DRIVES SHALL BE REPLACED PER CITY OF COLORADO SPRINGS STANDARD SPECIFICATIONS.
7. PROPERTY OWNERS WILL BE NOTIFIED BY THE CITY, PRIOR TO CONSTRUCTION, THAT IT WILL BE THE OWNER'S RESPONSIBILITY TO REMOVE TREES, SHRUBS OR OTHER PROPERTY WHICH THEY INTEND TO KEEP. IF THE ITEMS ARE NOT REMOVED AT THE TIME OF CONSTRUCTION AND ARE WITHIN THE PROPOSED SIDEWALK CONSTRUCTION AREA, THE MISC. ITEMS AND/OR VEGETATION REMOVED SHALL BE PLACED ON THE PROPERTY OWNER'S LAND OR DISPOSED OF OFFSITE AS DIRECTED BY THE PROJECT ENGINEER. FENCES SHALL BE REMOVED AND REPLACED AT THE CONTRACTOR UNIT PRICE FOR FENCES AS DIRECTED BY THE PROJECT ENGINEER. TREES MARKED TO BE TRIMMED IN THE PLANS SHALL BE DONE AT THE DIRECTION OF THE PROJECT ENGINEER. THIS WORK SHALL BE INCLUDED IN THE CLEARING AND GRUBBING PAY ITEM.
8. THE CONTRACTOR SHALL TAKE SPECIAL CARE NOT TO DAMAGE TREES AND SHRUBS UNLESS SO DIRECTED BY THE PROJECT ENGINEER.
9. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND ELEVATIONS PRIOR TO THE START OF WORK. THIS WORK IS TO BE CONSIDERED AN INCIDENTAL ITEM AND THE COST OF THIS ITEM IS TO BE INCLUDED IN OTHER PAY ITEMS.
10. ANY SURPLUS EXCAVATION TO INCLUDE BUT NOT LIMITED TO THE REMOVAL OF LANDSCAPING FOR SIDEWALK INSTALLATION SHALL BECOME THE PROPERTY OF THE CONTRACTOR, AND DISPOSAL SHALL BE THE CONTRACTOR'S RESPONSIBILITY AT NO ADDITIONAL COST.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SURVEYING AND CONSTRUCTION STAKING FOR THE PROJECT. ALL GRADING AND SURFACING SHALL BE IN ACCORDANCE WITH THE PLAN SHEETS AND THE CITY OF COLORADO SPRINGS STANDARD SPECIFICATIONS.
12. THE CONTRACTOR SHALL REMOVE AND STOCKPILE ALL SALVAGED TOPSOIL TO BE USED LATER AS BACKFILL BEHIND CURBS AND DRIVES OR IN THE RESTORATION OF DISTURBED AREAS. THIS WORK IS TO BE CONSIDERED AN INCIDENTAL ITEM AND THE COST OF THIS ITEM IS TO BE INCLUDED IN OTHER PAY ITEMS.
13. CAUTION: FOR UNDERGROUND UTILITY LOCATIONS, CONTACT 1-800-922-1987 PRIOR TO EXCAVATION. ALL COSTS ASSOCIATED WITH THE LOCATION AND VERIFICATION OF EXISTING UTILITIES SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT.

Peak Resource conservation

DATE: 09/14/16

NO.	REVISION	BY	DATE

PROJECT MANAGER	S. BURKE
DESIGNED BY	B. SHEETS
DRAWN BY	ISM
CHECKED BY	R. PEREZ
PROJECT NUMBER	N/A

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

COLORADO SPRINGS

CAPITAL IMPROVEMENTS PROGRAM
CAMP CREEK STABILIZATION

GENERAL NOTES

SCALE
HORZ: –
VERT: –

FILENAME
00G001.dwg

SHEET
G002
3 OF 7 SHEETS

User: GAMING Sep 14, 2016 - 8:04am
Drawing: C:_PRO\PROJECTS\CAMP CREEK 31ST STREET\DWG\CD\31ST STREET -LEGEND - NOTES G001-G004.DWG - Layout: GENERAL NOTES
Xrefs: 00C-BD-22X34_VERT.DWG - Images: REP-STAMPNSIGNATURE (2)JPG 811_LOGO.JPG COLORADO_SPRINGS_LOGO_LG.JPG PRC-LOGO.GIF REP - SIGNATURE 072816.JPG REP-STAMPNSIGNATURE (

BOULDERS:

1. MINIMUM DENSITY FOR ACCEPTABLE BOULDERS SHALL BE ONE HUNDRED SIXTY FIVE (165) POUNDS PER CUBIC FOOT. THE SPECIFIC GRAVITY SHALL BE A MINIMUM OF 2.65 ACCORDING TO THE BULK–SATURATED SURFACE–DRY BASIS, PER AASHTO T8.
2. TWELVE (12) CYCLES OF FREEZING AND THAWING WHEN TESTED IN ACCORDANCE WITH AASHTO TEST T103 FOR LEDGE ROCK, PROCEDURE A.
3. BOULDERS SHALL BE ROUGHLY BOX–SHAPED. BOULDER DIMENSIONS SHALL CONFORM TO THE SPECIFICATIONS.
4. CONTROL OF GRADATION WILL BE BY VISUAL INSPECTION. HOWEVER, IN THE EVENT ENGINEER DETERMINES THE BOULDERS TO BE UNACCEPTABLE, ENGINEER SHALL PICK TWO RANDOM TRUCKLOADS TO BE DUMPED AND CHECKED FOR GRADATION. MECHANICAL EQUIPMENT AND LABOR NEEDED TO ASSIST IN CHECKING GRADATION SHALL BE PROVIDED BY CONTRACTOR AT NO ADDITIONAL COST TO OWNER.
5. BOULDERS SHALL BE CERTIFIED AND FREE OF CALCITE INTRUSIONS. NO RHYOLITE OR DOLOMITE SHALL BE USED.
6. THE BOULDERS SHALL BE CAREFULLY PICKLED AND ARRANGED SO THAT ADJACENT ROCK SURFACES MATCH WITHIN TWO(2) INCHES IN TOP ELEVATION AND TWO (2) INCHES ALONG VERTICAL EXPOSED FACES UNLESS SHOWN DIFFERENTLY IN DRAWINGS. BOULDERS SHALL BE PLACED SUCH THAT ADJACENT BOULDERS "TOUCH" EACH OTHER AND VOIDS DO NOT EXCEED FOUR (4) INCHES. IT IS THE INTENT OF CONSTRUCTION TO MINIMIZE VOIDS AND GROUT PLACED BETWEEN BOULERS.

DEMOLITION:

1. FAILED VERTICAL CONCRETE WALL, AS WELL AS THE TWO REMAINING VERTICAL WALL SECTIONS LOCATED IN CHANNEL, SHALL BE REMOVED AND DISPOSED OF OFF SITE.
2. RIP RAP AT SOUTH EAST END OF THE VERTICAL WALLED DRAINAGE WAY SHALL BE REMOVED, STORED ON SITE, AND REPLACED WITH PROPOSED RIP RAP SLOPE
3. TREES IDENTIFIED TO BE REMOVED SHALL BE HAULED OFF SITE BY THE CONTRACTOR.
4. DEBRIS AND NON–NATIVE MATERIAL FOUND ON THE SURFACE IN THE PROJECT AREA SHALL BE HAULED OFF SITE.
5. CARE IS TO BE TAKEN TO NOT DAMAGE FURTHER THE EXISTING CHANNEL'S CONCRETE BOTTOM.

GROUT NOTES:

1. ALL WORK SHALL BE PERFORMED IN COMPLIANCE OF THE CITY OF COLORADO SPRINGS STANDARD SPECIFICATIONS EXCEPT AS MODIFIED HEREIN.
2. ALL GROUT SHALL BE TYPE B WITH A MIN 28–DAY COMPRESSIVE STRENGTH EQUAL T04500 PSI.
3. ONE CUBIC YARD OF GROUT SHALL HAVE A MIN OF SIX (6) SACKS OF TYPE II PORTLAND CEMENT.
4. THE AGGREGATE SHALL BE COMPRISED OF 314 INCH MAX GRAVEL, STRUCTURAL CONCRETE AGGREGATE.
5. THE GROUT SLUMP SHALL BE 4–INCHES TO 6–INCHES.
6. AIR ENTRAINMENT SHALL BE 5% TO 8%.
7. ADD 1.5 LBS PER CUBIC YARD BASF MASTER FIBER OR APPROVED EQUAL FIBER MESH SECONDARY REINFORCEMENT.
8. ALL GROUT SHALL BE DELIVERED BY MEANS OF A LOW PRESSURE (LESS THAN 10 PSI) CONCRETE PUMP USING A 3–INCH NOZZLE.
9. GROUT SHALL BE DELIVERED IN A CONTROLLED MANNER. AN "S" ATTACHMENT MAY BE REQUIRED
10. FULL DEPTH PENETRATION OF THE GROUT INTO THE BOULDER VOIDS SHALL BE ACHIEVED BY INJECTING GROUT STARTING WITH THE NOZZLE NEAR THE BOTTOM AND RAISING IT AS GROUT FILLS WHILE VIBRATING GROUT INTO PLACE USING A PENCIL VIBRATOR.
11. AFTER GROUT PLACEMENT, EXPOSED BOULDER FACES SHALL BE CLEANED AND PRESSURE WASHED.
12. ALL GROUT BETWEEN BOULDERS SHALL BE TREATED WITH BROOM FINISH.
13. SPECIAL PROCEDURES SHALL BE REQUIRED FOR GROUT PLACEMENT WHEN THE AIR TEMPERATURES ARE LESS THAN 40°F OR GREATER THAN 90°F. CONTRACTOR SHALL OBTAIN PRIOR APPROVAL FROM THE DESIGN ENGINEER OF THE PROCEDURES TO BE USED FOR PROTECTING THE GROUT.

LANDSCAPE RESTORATION-SITE MAINTANENCE:

1. THE SITE WILL NEED TO BE MANAGED FOR WEEDS AFTER GERMINATION AND PRIOR TO WEED SEED MATURITY. AN EARLY SUMMER TO MID–SUMMER TREATMENT AND FALL TREATMENT IS MINIAMLLY NEEDED TO REDUCE COMPETITION. HAND POWER TOOLS AND MANUAL METHODS DURING NATIVE GRASS SEEDLING ESTABLISHMENT SHALL BE USED TO PROTECT DESIRABLE SPECIES. MOWING AND BAGGING WEED SEED HEADS IN THE FALL IS ACCEPTABLE.
2. SEEDING RATES: RATES ARE SPECIFIED IN PLS PER ACRE. THE SEED TAG SHOULD BE USED TO GUARANTEE THAT 60 LIVE SEEDS ARE APPLIED PER SQUARE FOOT.
3. SEEDLING DENSITY: AFTER GERMINATION A SUCCESSFUL PLANTING WILL HAVE 30–40 SEEDLINGS PER SQUARE FOOD.
4. NATIVE PLANT DENSITY: ONE YEAR AFTER SEEDING THE EXPECTED DENSITY OF DESIRABLE SPECIES IS EQUAL TO THE ADJACENT REFERENCE SITE. ON AVERAGE GRASS AND HERB SPECIES SHALL BE AT A DENSITY OF 8 PLANTS PER SQUARE FOOT AND/OR 70% COVER PER A POINT INTERCEPT SAMPLING METHODS.
5. SEASONAL RAINFALL AND MOISTURE CONDITIONS IMPACT SEEDING SUCCESS. CONTRACTOR SHALL INCLUDE PRICING FOR SUPPLEMENTAL WATERING, IF NEEDED. INCLUDE A DETAILED DESCRIPTION OF METHODS TO BE USED IN THE EVENT PRECIPITATION AND SOIL MOISTURE ARE NOT CONDUCIVE TO REACHING SEEDLING AND STAND DENSITY GOALS. IRRIGATION THROUGH PRESS

MULCHING:

1. APPLY AT A RATE OF 2 TONS PER ACRE. CRIMP IN PLACE. APPLY TACKIFIER OVER MULCHED AREAS AT A RATE OF 5 GALLONS PER 1,000 SQUARE FEET IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS. MULCH SHALL BE APPLIED WHERE EROSION CONTROL BLANKET IS NOT USED. MULCHING SHALL ONLY BE UTILIZED WHEN RESTORING STAGING AREAS AND HAUL ROAD.
2. EROSION CONTROL BLANKET: INSTALL AS SHOWN ON PLANS. BLANKET SHALL BE NEOIA ENTERPRISES KOIR WRAP 1000 OR APPROVED EQUAL.

BACKFILL AND COMPACTION:

1. UNDISTURBED SUB–GRADE BENEATH THE GROUTED BOULDERS SHALL BE PREPARED PRIOR TO BOULDER PLACEMENT BY SCARIFYING THE TOP 8 INCHES, MOISTURE CONDITIONING, AND COMPACTING TO AT LEAST 92 PERCENT MODIFIED PROCTOR DENSITY (ASTM D–1557) AT A MOISTURE CONTENT THAT IS –2 PERCENT TO +2 PERCENT OF OPTIMUM OR TO A MINIMUM OF 95 PERCENT STANDARD PROCTOR DENSITY (ASTM D–1557) AT A MOISTURE CONTENT THAT IS –2 PERCENT TO +2 PERCENT OF OPTIMUM.
2. BEDROCK MATERIAL MAY NOT BE UTILIZED AS STRUCTURAL FILL OR CHANNEL BOTTOM FILL.
3. LOOSE ROCK THAT HAS BEEN DEPOSITED WITHIN THE PROJECT REACH MAY BE BURIED ON SITE, BUT MUST NOT BE PLACED ADJACENT TO BOULDERS, SOIL WRAPS, SOIL RIPRAP OR RIPRAP. ANY ROCK BURIED ON SITE MUST HAVE A MINIMUM OF 2' OF NATIVE MATERIAL PLACED OVER IT.

LANDSCAPE RESTORATION:

1. CONTRACTOR SHALL PREPARE THE SITE BY REMOVING WEED MATERIAL THROUGH MECHANICAL AND MANUAL METHODS.
2. NO FERTILIZERS SHALL BE APPLIED TO THE SEEDING AREA.
3. IF AMENDMENTS (SUCH AS COMPOST) ARE RECOMMENDED BY THE CONTRACTOR, A SOIL ANALYSIS OF NATIVE TOPSOIL SHALL BE SUBMITTED FOR EVALUATION BY THE COLORADO STATE UNIVERSITY EXTENSION AGENCY. RECOMMENDATIONS WILL BE BASED ON APPROPRIATE NUTRIENTS TO SUPPORT NATIVE GRASSES. RESULTS AND RECOMMENDATIONS SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO AMENDMENT APPLICATION.
4. SEEDING SHALL BE DRILL SEEDED WHERE POSSIBLE AND PRACTICAL.
5. BROADCAST SEEDING MAY BE SUBSTITUTED ON SLOPES STEEPER THAN 3(H):1(V) OR IN OTHER AREAS NOT PRACTICAL TO DRILL SEED. SEEDING RATES SHALL BE DOUBLED FOR BROADCAST METHODS.
6. CONTRACTOR SHALL USE A NATIVE SEED MIX PER THE PLAN SPECIFICATIONS. SEED VARIETIES SHALL BE CERTIFIED WEED FREE. A SEED TAG SHALL BE PROVIDED TO THE ENGINEER TO ENSURE VIABILITY AND CONFIRM PLS APPLICATION RATES.
7. RESTORATION SEEDING SHOULD TAKE PLACE IN THE FALL (SEPTEMBER–NOVEMEBER) OR SPRING (MARCH–MAY).
8. SEEDING RATES SHALL BE DOUBLE FOR BROADCAST SEEDING. BROADCAST SEED SHALL BE LIGHTLY HAND RAKED INTO THE SOIL. BROADCAST SEED SHALL BE RAKED OR HARROWED AT A MINIMUM 1/4" DEPTH TO ENSURE GOOD SEED TO SOIL CONTACT.
9. SEED SHALL NOT BE SOWN WHEN SOIL IS FROZEN.
10. THE MIXTURE SHALL CONSIST OF THE SPECIES AND RATES IN CONFORMANCE WITH THE CITY OF COLORADO SPRINGS STANDARDS AND SPECIFICATIONS.

EROSION CONTROL NOTES:

1. ANY LAND DISTURBANCE BY ANY OWNER, DEVELOPER, BUILDER, CONTRACTOR, OR OTHER PERSON SHALL COMPLY WITH THE BASIC GRADING, EROSION AND STORMWATER QUALITY CONTROL REQUIREMENTS AND GENERAL PROHIBITIONS NOTED IN THE DRAINAGE CRITERIA MANUAL VOLUME II.
2. NO CLEARING, GRADING, EXCAVATION, FILLING OR OTHER LAND DISTURBING ACTIVITIES SHALL BE PERMITTED UNTIL SIGNOFF AND ACCEPTANCE OF THE GRADING PLAN AND EROSION AND STORMWATER QUALITY CONTROL PLAN IS RECEIVED FROM CITY ENGINEERING.
3. THE INSTALLATION OF THE FIRST LEVEL OF TEMPORARY EROSION CONTROL FACILITIES AND BMP'S SHALL BE INSTALLED AND INSPECTED PRIOR TO ANY EARTH DISTURBANCE OPERATIONS TAKING PLACE. CALL CITY STORMWATER INSPECTIONS 48 HOURS PRIOR TO CONSTRUCTION.
4. SEDIMENT (MUD AND DIRT) TRANSPORTED ONTO A PUBLIC ROAD, REGARDLESS OF THE SIZE OF THE SITE, SHALL BE CLEANED AT THE END OF EACH DAY.
5. CONCRETE WASH WATER SHALL NOT BE DISCHARGED TO OR ALLOWED TO RUNOFF TO STATE WATERS, INCLUDING ANY SURFACE OR SUBSURFACE STORM DRAINAGE SYSTEM OR FACILITIES.
6. SOIL EROSION CONTROL MEASURES FOR ALL SLOPES, CHANNELS, DITCHES, OR ANY DISTURBED LAND AREA SHALL BE COMPLETED WITHIN TWENTY–ONE (21) CALENDAR DAYS AFTER FINAL GRADING OR FINAL EARTH DISTURBANCE HAS BEEN COMPLETED. DISTURBED AREAS AND STOCKPILES WHICH ARE NOT AT FINAL GRADE BUT WILL REMAIN DORMANT FOR LONGER THAN 30 DAYS SHALL ALSO BE MULCHED WITHIN 21 DAYS AFTER INTERIM GRADING. AN AREA THAT IS GOING TO REMAIN IN AN INTERIM STATE FOR MORE THAN 60 DAYS SHALL BE MAINTAINED UNTIL PERMANENT SOIL EROSION CONTROL MEASURES ARE IMPLEMENTED.
7. THE GRADING AND EROSION CONTROL PLAN WILL BE SUBJECT TO RE–REVIEW AND RE–ACCEPTANCE BY THE CITY OF COLORADO SPRINGS ENGINEERING SHOULD ANY OF THE FOLLOWING OCCUR: GRADING DOES NOT COMMENCE WITHIN 12 MONTHS OF THE CITY ENGINEER'S ACCEPTANCE OF THE PLAN, A CHANGE IN PROPERTY OWNERSHIP, PROPOSED DEVELOPMENT CHANGES, OR PROPOSED GRADING REVISIONS.
8. THE CONTRACTOR SHALL OBTAIN STATE AND CITY CONSTRUCTION ACTIVITY PERMITS AS REQUIRED AND SHALL COMPLY WITH ALL TERMS AND CONDITIONS OF THOSE PERMITS FOR STORMWATER DISCHARGE, THE STORMWATER MANAGEMENT PLAN, AND THE EROSION CONTROL PLAN.
9. DE–WATERING AND TEMPORARY EROSION CONTROL FOR CONSTRUCTION WITHIN THE STREAM BED SHALL BE IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS AND ALL STATE, CITY, COUNTY, AND FEDERAL REGULATIONS.
10. ALL DISTURBED AREAS SHOULD BE PROTECTED AFTER FINAL SEEDING WITH MULCH AND/OR EROSION CONTROL BLANKETS AS SPECIFIED HEREIN.
11. GRAVEL FILTRATION PACKS SHALL BE USED AT ALL PUMPS.
12. EROSION AND SEDIMENT CONTROL STRUCTURES ARE TO BE INSPECTED AND MAINTAINED AFTER EVERY RUNOFF EVENT AND SHALL BE CONTINUOUSLY MAINTAINED.
13. THE CONTRACTOR SHALL REMOVE ALL DEBRIS AND TRASH FROM PROJECT AREA.
14. THE QUANTITY OF MATERIALS STORED ON SITE SHALL BE LIMITED, AS MUCH AS PRACTICAL, TO THAT QUANTITY REQUIRED TO PERFORM THE WORK IN AN ORDERLY SEQUENCE. ALL MATERIALS STORED ON–SITE SHALL BE STORED IN A NEAT, ORDERLY MANNER, IN THEIR ORIGINAL CONTAINERS, WITH ORIGINAL MANUFACTURER'S LABELS. MATERIALS SHALL NOT BE STORED WITHIN THE CHANNEL LIMITS.
15. SPILL PREVENTION AND CONTAINMENT MEASURES SHALL BE USED AT STORAGE AND EQUIPMENT FUELING AND SERVICING AREAS TO PREVENT THE POLLUTION OF ANY STATE WATERS. ALL SPILLS SHALL BE CLEANED UP IMMEDIATELY AFTER DISCOVERY OR CONTAINED UNTIL APPROPRIATE CLEANUP METHODS CAN BE EMPLOYED. MANUFACTURER'S RECOMMENDED METHODS FOR SPILL CLEANUP SHALL BE FOLLOWED ALONG WITH PROPER DISPOSAL METHODS.

NOTE:

1. THIS IS A STANDARD DRAWING SHOWING COMMON NOTES. ALL NOTES ARE NOT NECESSARILY APPLICABLE TO THIS PROJECT.

Peak Resource conservation

DATE: 09/14/16

NO.	REVISION	BY	DATE

PROJECT MANAGER S. BURKE
DESIGNED BY B. SHEETS
DRAWN BY ISM
CHECKED BY R. PEREZ
PROJECT NUMBER N/A

VERIFY SCALES
BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

COLORADO SPRINGS

CAPITAL IMPROVEMENTS PROGRAM
CAMP CREEK STABILIZATION

CONSTRUCTION NOTES

SCALE
HORZ: –
VERT: –

FILENAME
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SHEET
G003
4 OF 7 SHEETS

User: GAMING Sep 14, 2016 – 8:05am
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SUMMARY OF APPROXIMATE QUANTITIES

CDOT ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNITS
202-00026	REMOVAL OF SLOPE AND DITCH PAVING	120	SY
203-00000	UNCLASSIFIED EXCAVATION	50	CY
203-00100	MUCK EXCAVATION	10	CY
208-00400	WATER FLOW CONTROL	1	LS
506-00224	VH RIPRAP	30	CY
506-00412	SOIL RIPRAP	30	CY
507-00100	CONCRETE SLOPE AND DITCH PAVING (REINFORCED)	26	CY
614-00000	TRAFFIC CONTROL	1	LS
626-00005	MOBILIZATION	1	LS
901-00300	TEMPORARY EROSION CONTROL	1	LS

QUANTITIES LEGEND:

CY = CUBIC YARDS
LF = LINEAL FEET
LS = LUMP SUM
SY = SQUARE YARDS

COLORADO REGISTERED
RAYMOND E. PEREZ III
37173
PROFESSIONAL ENGINEER

Peak Resource conservation

DATE: 09/14/16

NO.	REVISION	BY	DATE

PROJECT MANAGER S. BURKE
DESIGNED BY B. SHEETS
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COLORADO SPRINGS

CAPITAL IMPROVEMENTS PROGRAM
CAMP CREEK STABILIZATION

SUMMARY OF APPROXIMATE QUANTITIES

SCALE
HORZ: –
VERT: –

FILENAME
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SHEET
G004
5 OF 7 SHEETS

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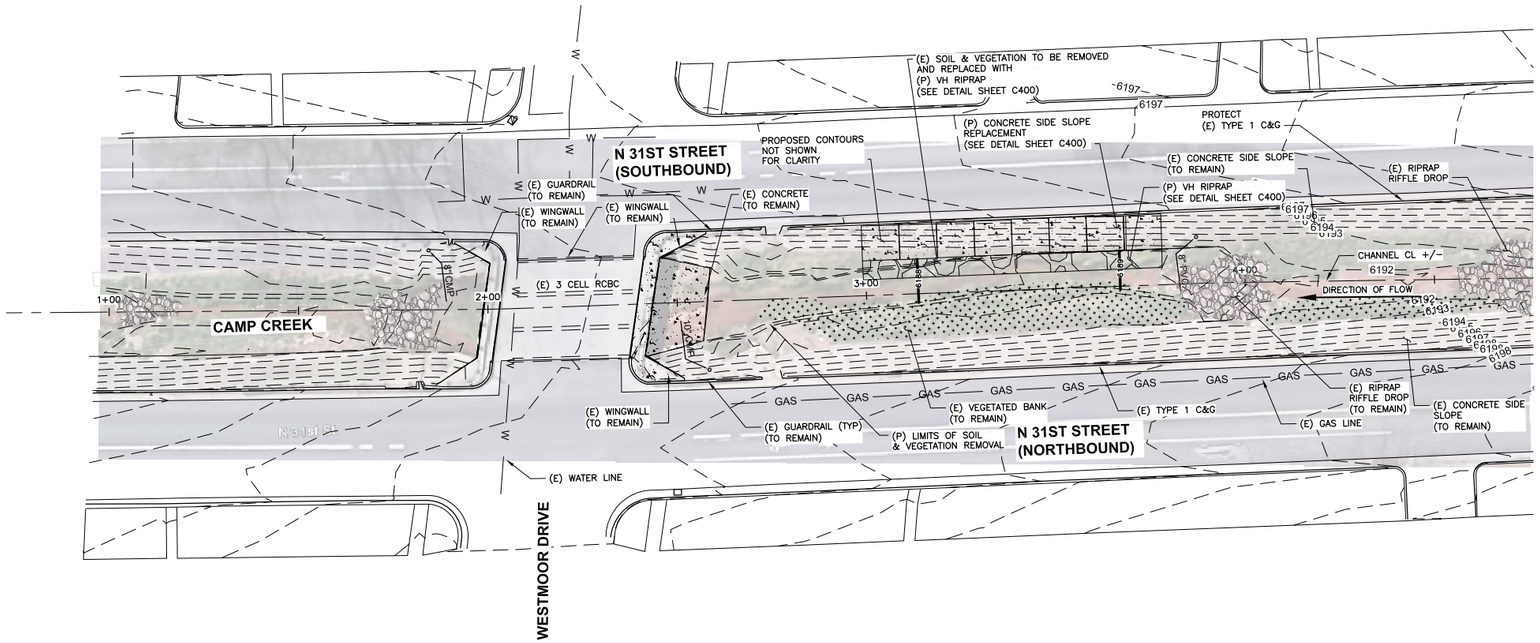
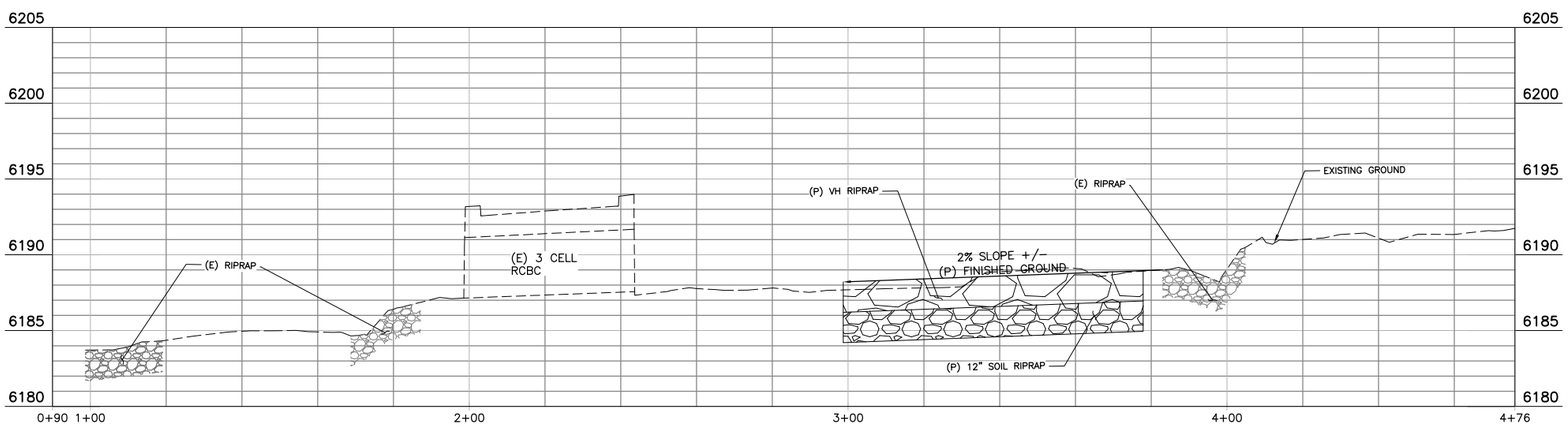
Xrefs: 00G-BD-22X34_VERT.DWG - Images: REP-STAMPNSIGNATURE (2).JPG 811_LOGO.JPG COLORADO_SPRINGS_LOGO_LG.JPG PRC-LOGO.GIF REP - SIGNATURE 072816.JPG REP-STAMPNSIGNATURE (



PLAN

SCALE: 1"=20'



PROFILE

SCALE: H:1"=20', V:1"=5'

NOTES:

1. THE LOCATION OF ALL UTILITIES ARE SOURCED FROM FIMS GIS DATA AND ONLY REPRESENT APPROXIMATE LOCATION AND ARE FOR REFERENCE ONLY.
2. DATUM: NGVD 29
3. EXISTING TOPOGRAPHY BASED UPON DESIGN SURVEY PREPARED BY PEAK RESOURCE CONSERVATION INC. DATED MARCH 16, 2016.

20 0 10 20 40
HORIZ. SCALE: 1"=20'

5 0 2.5 5 10
VERT. SCALE: 1"=5'

COLORADO REGISTERED PROFESSIONAL ENGINEER
RAYMOND E. PEREZ
37173

DATE: 09/14/16

NO.	REVISION	BY	DATE

PROJECT MANAGER S. BURKE
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0 1"
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COLORADO SPRINGS

CAPITAL IMPROVEMENTS PROGRAM
CAMP CREEK STABILIZATION

PLAN & PROFILE

SCALE
HORZ: 1" = 20'
VERT: 1" = 5'

FILENAME
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SHEET
C300
6 OF 7 SHEETS

User: GAMING Sep 14, 2016 - 8:37am
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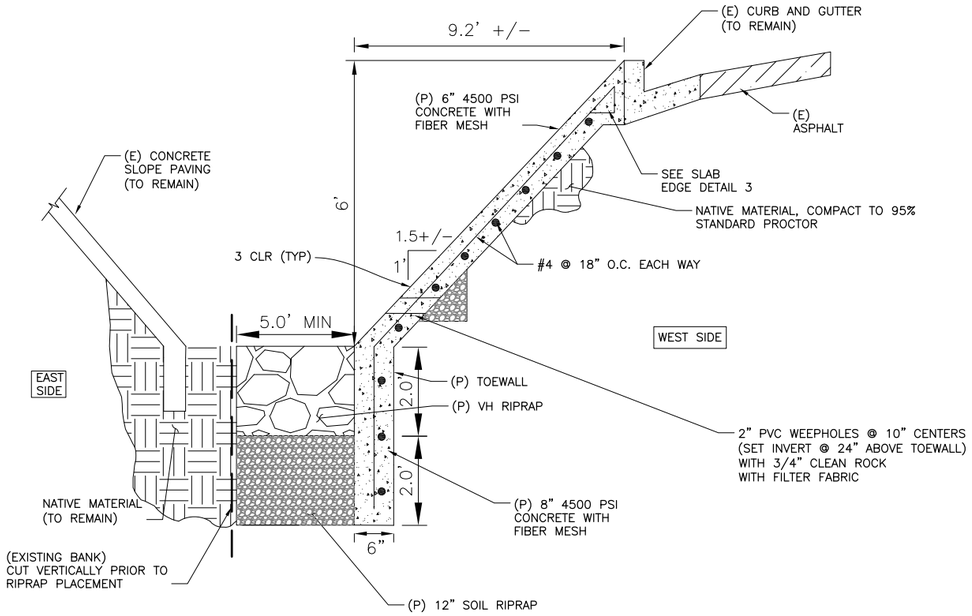
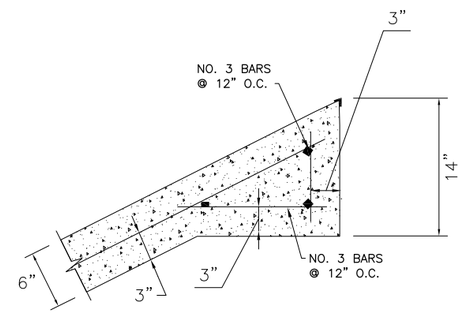


GENERAL NOTE:

1. PLACEMENT OF ALL GROUTED BOULDERS MUST BE APPROVED BY ENGINEER PRIOR TO PLACING GROUT. IF GROUT IS PLACED PRIOR TO APPROVAL, IT SHALL BE REMOVED AND REPLACED TO MEET ENGINEER'S APPROVAL AT THE CONTRACTORS SOLE EXPENSE.

CONCRETE TRAPEZOIDAL CHANNEL SECTION (1 / C400)

NOT TO SCALE



SLAB EDGE (2 / C400)

NOT TO SCALE

DATE: 09/14/16

NO.	REVISION	BY	DATE

PROJECT MANAGER S. BURKE
DESIGNED BY B. SHEETS
DRAWN BY ISM
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BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY

COLORADO SPRINGS

CAPITAL IMPROVEMENTS PROGRAM
CAMP CREEK STABILIZATION

DETAILS

SCALE
HORZ: N.T.S.
VERT: N.T.S.

FILENAME
C400.dwg

SHEET
C400
7 OF 7 SHEETS

User: GAMING Sep 14, 2016 - 8:36am
Drawing: C:_PRC\PROJECTS\CAMP CREEK 31ST STREET\DWG\CD\31ST STREET - 07 - DETAILS - C201.DWG - Layout: DETAILS
Xrefs: 00G-BD-22X34_VERT.DWG - Images: REP-STAMPNSIGNATURE (2).JPG 811_LOGO.JPG COLORADO_SPRINGS_LOGO_LG.JPG PRC-LOGO.GIF REP - SIGNATURE 072816.JPG REP-STAMPNSIGNATURE (

ATTACHMENT 2 - PICTURES