



INVITATION FOR BID
Construction

B16-157 NS

Date issued: November 14, 2016

**DOWNTOWN BUSINESS
IMPROVEMENTS - PHASE 12**

THE CITY OF COLORADO SPRINGS

The City of Colorado Springs hereby solicits Fixed Unit Price Bids, as detailed in this Invitation for Bids (IFB), for Downtown Business Improvements Phase 12

SECTION I – BID INFORMATION

1.0 BID INFORMATION

Section I provides general information to potential Bidders, such as bid submission instructions and other similar administrative elements. This Invitation for Bid (IFB) is available on Rocky Mountain E-Purchasing System (<http://www.bidnetdirect.com/colorado>). All addenda or amendments shall be issued through the Rocky Mountain E-Purchasing System and may not be available through any other source.

1.1 SPECIAL TERMS

Please note the following definitions of terms as used herein:

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

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

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

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

The term “Project” refers to Downtown Business Improvements Phase 12.

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

1.2 BID ISSUE DATE

Invitation for Bid (IFB) Number B16-157 NS is being issued and posted on <http://www.bidnetdirect.com/colorado> on November, 14, 2016.

1.3 SUBMISSION OF BIDS

A. Bids are to be submitted in a sealed envelope to the City Procurement Services Division, 30 S. Nevada Ave., Suite 201, Colorado Springs CO. 80903.

B. Bids shall be received on or before: December 13, 2016 by 2:00 PM M.S.T.

- C. Bid bond is required if total bid exceeds \$100,000.00. (Also see 1.22)
- D. The cost of Bid preparation is not a reimbursable cost. Bid preparation shall be at the Bidder's sole expense and is the Bidder's total and sole responsibility.

1.4 PRE-BID CONFERENCE

A pre-bid conference is scheduled for **December 1, 2016 3:00 pm** at the City Administration Building, Procurement Services Conference Room Suite 201, 30 S. Nevada Ave, Colorado Springs CO 80903.

This pre bid is **not mandatory**; however, contractors, suppliers and vendors are strongly encouraged to attend in order to voice their comments, concerns and/or questions.

1.5 LATE BIDS/LATE MODIFICATIONS OF BIDS

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

1.6 MISTAKES IN BIDS - CONFIRMATION OF BID

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

1.7 PROCUREMENT RULES AND REGULATIONS

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

1.8 MINOR INFORMALITIES/IRREGULARITIES IN BIDS

- A. A minor informality or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a Bid or variation of a Bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other Bidders. The defect or variation is considered immaterial when the effect on price, quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the goods and/or services being acquired.
- B. If the City Procurement Services Division determines that a Bid submitted contains a minor informality or irregularity, then the Procurement Services Manager shall either give the Bidder an opportunity to cure any deficiency resulting from the minor informality or irregularity or waive the deficiency, whichever is to the advantage of the City. In no event will the Bidder be allowed to change the Bid amount. Examples of minor informalities or irregularities include but are not limited to the following:
 - (1) Bidder fails to sign the Bid, but only if the unsigned Bid is accompanied by other material evidence, which indicates the Bidder's intention to be bound by the unsigned Bid (such as Bid security, or signed cover letter which references the Bid Number and amount of Bid).
 - (2) Bidder fails to acknowledge an Amendment, although this may be considered a minor informality only if the Amendment, which was not acknowledged, involves only a matter of form or has either no effect or merely a negligible effect on price, quantity, quality, or delivery of the item or services bid upon.

1.9 REJECTION OF BIDS

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

- A. Any Bid that fails to conform to the essential requirements of the Invitation for Bids shall be rejected.
- B. Any Bid that does not conform to the applicable specifications shall be rejected unless the IFB authorizes the submission of alternate bids and the items or services offered as alternates meet the requirements specified in the IFB.
- C. A Bid that fails to conform to the specified delivery schedule.

- D. A Bid shall be rejected when the Bidder imposes conditions that would modify requirements of the IFB or limit the Bidder's liability to the City, since to allow the Bidder to impose such conditions would be prejudicial to other Bidders.

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

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

(2) A vendor who was directly involved in design or specification preparation of the competed project either for pay or voluntarily.

1.10 ESTIMATED QUANTITIES

If the Bid Form (Schedule A) herein contains estimated quantities, this provision is applicable. The quantities listed for each of the items in the Bid Form are only estimated quantities. Contractors are required to bid a firm unit price for each item specified. The actual quantities ordered may fluctuate up or down. The unit prices proposed by each Bidder will remain firm and will not be re-negotiated if the estimated quantities are not met or are exceeded. This clause will take precedence over any/all other estimated quantity clauses that conflict with this clause.

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

1.11 NUMBER OF COPIES

Bidders shall submit one hardcopy of the Bid. Upon submission, all Bid documents shall become and remain the property of the City.

1.12 IDENTIFICATION OF BID

Bids must be returned in a sealed envelope, box, or other container. The solicitation number and due date for submission of Bids must be clearly marked on the outside in the lower left hand corner:

Bid No.: B16-157 NS DOWNTOWN BUSINESS IMPROVEMENTS PHASE 12
Due Date & Time: DECEMBER 13, 2016 2:00 P.M. MST
Company:

Any Bid that is submitted without being properly marked may be opened for identification prior to the deadline for receipt of Bids and then re-sealed, or it also may be rejected as non-responsive.

1.13 SALES TAX

The successful Offeror, if awarded a contract, shall apply to the Colorado Department of Revenue for a tax-exempt certificate for this project. The certificate does not apply to City of Colorado Springs Sales and Use Tax which shall be applicable and should be included in all bids and proposals. The tax exempt project number and the exemption certificate only apply to County,

PPRTA (Pikes Peak Rural Transportation Authority), and State taxes when purchasing construction and building materials **to be incorporated into this project**.

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

The Offeror and all subcontractors shall include in their Offer City of Colorado Springs Sales and Use Tax on the work covered by the offer, and all other applicable taxes. Any increase in applicable sales or use tax occurring after the contract has been let shall be borne by the contractor and not passed through to the City.

Forms and instructions can be downloaded at the City of Colorado Springs Website. Questions can be directed to the City Sales Tax Division at (719) 385-5903.

Our Registration Numbers are as follows:

City of Colorado Springs

Federal I.D.: 84-6000573

Federal Excise: A-138557

State Sales Tax: 98-03479

1.14 PREPARATION OF BID OFFER

- A. Bidders are expected to examine the drawings, specifications, bid documents, proposed contract forms, terms and conditions, and all other instructions and solicitation documents. Bidders are expected to visit the job-site to determine all requirements and conditions that will affect the work. Failure to do so will not relieve a Bidder from their responsibility to know what is contained in this Invitation for Bid, or site conditions affecting the work.
- B. The Bidder certifies that it has checked all of its figures and understands that the City will not be responsible for any errors or omissions on the part of the Bidders in preparing its Bid.
- C. All items, (unless the invitation specifically states otherwise) including any additive or deductive alternates on the Bid Form, must be completely filled out or the Bid will be determined non-responsive and ineligible for consideration for award.
- D. The Bidder declares that the person or persons signing this Bid is/are authorized to sign on behalf of the firm listed and to fully bind the Bidder to all the requirements of the IFB.

- E. The Bidder certifies that no person or firm other than the Bidder or as otherwise indicated has any interest whatsoever in the Bid or the contract that may be entered into as a result of the Bid and that in all respects the Bid is legal and firm, submitted in good faith without collusion or fraud.
- F. By submitting a Bid the Bidder certifies that it has complied and will comply with all requirements of local, state, and federal laws, and that no legal requirements have been or will be violated in making or accepting this Bid. Bidders are expected to review the City's Procurement Rules and Regulations, which will be used when determining whether a Bidder is responsive and responsible and awarding contracts in the best interest of the City.
- G. If there is a discrepancy between the unit price and the total price, the unit price shall be used to determine the applicable total price. Bidders are responsible for including profit and overhead associated with the project when determining their unit prices.

1.15 BASIS OF AWARD

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

1.16 PERIOD OF ACCEPTANCE

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

1.17 CONTRACT AWARD

The signature of the Bidder indicates that within ten (10) calendar days from acceptance of its Bid, it will execute a contract with the City and, if indicated in this IFB, furnish a project specific Certificate of Insurance naming the City as

Additional Insured, furnish Performance, Labor and Materials, Payment and Maintenance Bonds and any other documents required by the Specifications or Contract Documents.

1.18 NOTICE TO PROCEED

Work may not start under any awarded contract until a written notice to proceed is issued by the City. The City may issue the Notice to Proceed any time after the contract is signed and, if required, insurance and bonds have been provided in accordance with 1.23 below.

1.19 AMENDMENTS TO THE SOLICITATION

Amendments are also referred to as addendum or addenda; and these terms shall be considered synonymous. It is the Bidder's responsibility to contact the Contracts Specialist listed in 1.22 below to confirm the number of Amendments which have been issued.

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

1.20 EXPLANATIONS TO PROSPECTIVE OFFERORS

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

1.21 QUESTIONS AND OTHER REQUESTS FOR INFORMATION

All questions shall be submitted in writing to the following Contract Specialist. All questions must be submitted by email and must be received no later than **10:00 AM, December 6, 2016.**

All questions shall
be directed to:
(Contract Specialist)

nspindler@springsgov.com

1.22 SECURITY REQUIREMENTS

A. Bid Security

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

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

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

included in Contractor's Bid.

(2) Bonds shall:

- a) Be for the full amount of the Contract price.
- b) Guarantee the Contractor's faithful performance of the work under the Contract, and the prompt and full payment for all labor and materials involved therein.
- c) Guarantee protection to the City against liens of any kind.
- d) Be from a surety company operating lawfully in the state of Colorado and accompanied by an acceptable "Power-of-Attorney" form attached to each bond copy.
- e) Be issued from a surety company that is acceptable to the City.
- f) Be submitted using the forms in the Exhibit section of this IFB or such forms as are approved by the City Attorney's Office.

1.23 SPECIFICATIONS AND DRAWINGS

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

1.24 TYPE OF CONTRACT

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

1.25 F.O.B. DESTINATION

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

1.26 BID RESULTS

The City does not mail Bid results or tabulations. Bid tabulations can also be emailed upon request. To request Bid tabulation, email contracting@springsgov.com or the Contracts Specialist otherwise indicated herein.

1.27 APPROPRIATION OF FUNDS

- A. In the event funds are not appropriated in whole or in part sufficient for performance of the City's obligations under this IFB, or appropriated funds may not be expended due the City Charter spending limitations, then the City, without compensation to Bidders, may terminate or cancel this IFB or not award any contracts under this IFB.
- B. In accordance with the Colorado Constitution and City Charter, performance of the City's obligations under any resultant Contract will be expressly subject to appropriations of funds by the City Council, and, in the event the budget or other means of appropriation for any year of the Contract fails to provide funds in sufficient amounts to discharge such obligations, such failure (i) shall act to terminate the Contract at such time as the then-existing and available appropriations are depleted, and (ii) neither such failure nor termination shall constitute a default or breach of the Contract, including any sub-agreement, attachment, schedule, or exhibit thereto, by the City.

1.28 PERIOD OF PERFORMANCE

The Contractor shall complete all work within **120 Calendar Days** after the Notice to Proceed. The Contractor will start work promptly after receipt of the Notice to Proceed and Pre-Construction meeting and continue to work diligently until all work is completed and accepted by the City.

1.29 BID DOCUMENTS

The following comprise this Invitation for Bid.

Schedule A – Bid Form
Schedule B – General Construction Terms and Conditions
Schedule C – Project Specific Specifications
Schedule D – Measurement and Payment
Schedule E -- Exhibits

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

Schedule A – Signed Bid Form
Exhibit 2 – Minimum Insurance Requirements Form
Exhibit 3 – Qualification Statement
Exhibit 4 -- Representations and Certifications
Exhibit 5 -- Bid Bond
Acknowledged Addendums, if issued

SECTION II – SCHEDULES

Schedule A – Bid Form

Schedule B – General Construction Terms and Conditions

Schedule C – Project Specific Specifications

Schedule D – Measurement and Payment

Schedule E – Exhibits

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) prior to submitting a Bid for "**DOWNTOWN BUSINESS IMPROVEMENTS PHASE 12**". The Bidder's signature will be considered the Bidder's acknowledgment of understanding and ability to comply with all items in the Solicitation.

If a Bidder 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 Bid prior to its submittal.

Each Bidder will provide pricing for each area listed in the following:

Item No.	Description	Estimated Quantity	Units	Unit Cost	Extended Price
1	Construction Survey	1	LS		
2	Mobilization	1	LS		
3	Traffic Control	1	LS		
4	Erosion Control	1	LS		
5	Tree Protection	19	EA		
6	Sawcut Asphalt	2100	LF		
7	Sawcut Concrete	1700	LF		
8	Mill Asphalt	1345	SY		
9	Remove Asphalt	135	SY		
10	Remove Concrete, Brick Pavers and Streetscape	675	SY		
11	Remove Concrete Curb & Gutter	1320	LF		
12	Remove Storm Inlet	4	EA		
13	Cap Storm Lines	3	EA		
14	Remove Fire Hydrant	1	EA		
15	Remove Parking Meter Pole	34	EA		
16	Remove Trees/Shrubs	6	EA		
17	Remove & Relocate Traffic Pole	1	EA		
18	Remove & Relocate Street Light	2	EA		
19	Remove Sign	1	EA		
20	Remove & Relocate Sign	4	EA		
21	Remove & Relocate Bike Rack	7	EA		
22	Remove & Relocate Bench	2	EA		
23	Remove & Relocate News Stand	2	EA		
24	Remove & Relocate Trash Receptacle	1	EA		
25	Remove & Relocate Metal Railing	1	LS		
26	Storm Inlet, 10' x 4'	2	EA		
27	Storm Inlet, 4' X 4"	2	EA		

Item No.	Description	Estimated Quantity	Units	Unit Cost	Extended Price
28	12" RCP Storm Pipe	20	LF		
29	18" RCP Storm Pipe	120	LF		
30	24" RCP Storm Pipe	35	LF		
31	36" RCP Storm Pipe	27	LF		
32	Convert Strom inlet to MH and raise to grade	1	LS		
33	Installation of New Fire Hydrant	1	LS		
34	New Light Pole Base	5	EA		
35	Junction Box for Light Pole	5	EA		
36	2" Electrical Conduit & Pull Wire	300	LF		
37	Irrigation	1	LS		
38	Adjust Utility Boxes to Grade	1	LS		
39	4" Concrete Sidewalk	13100	SF		
40	8" Concrete Sidewalk	2000	SF		
41	24" Detectable Warning Surface	85	LF		
42	2" Asphalt Overlay (HMAO)	1345	SY		
43	Brick Pavers	3450	SF		
44	Sand Setting Bed, 1" Deep, & Fabric Filter	3450	SF		
45	Agg Base Course, Class C, 6" Depth	3450	SF		
46	Concrete Curb & Gutter, Type 1	1315	LF		
47	Concrete Curb & Gutter, 6"	55	LF		
48	Concrete Curb & Gutter, 10"	70	LF		
49	4" Concrete Header Curb	50	LF		
50	6" Concrete Header Curb	45	LF		
51	Cast in Place Concrete Header Curb (Tree Well)	500	LF		
52	Concrete Wall, 12" Thick (including rebar)	1210	SF		
53	Concrete Leveling Pad, 3.5" Thick	355	SF		
54	Planter Wall Pilaster	66	EA		
55	Import Unclassified Clean Soil	70	CY		
56	Parking Meter Pole	27	EA		
57	4" Thermoplastic Marking	90	LF		
58	24" Thermoplastic Marking	155	LF		
59	8' Bench	1	EA		
60	1.5" Caliper Tree	5	EA		
61	2.5" Caliper Tree	2	EA		
62	Metal Tree Grate	7	EA		
63	Mulching	12	CY		
64	1 gal container planting	111	EA		

65	3 gal container planting	21	EA		
66	5 gal container planting	51	EA		
67	6 gal container planting	55	EA		
TOTAL BASE BID					\$ _____

Upon receipt of the Notice to Proceed, the contractor shall begin work. The entire project should be complete 120 Days from issuance of Notice to Proceed. The City will assess liquidated damages in accordance with Schedule X, 109.01 Failure to Complete Work on Time for work outlined above that is not completed within the time restrain specified.

BID FORM

SIGNATURE PAGE

By signing in this space, the undersigned hereby certifies that the Bidder 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 undersigned hereby certifies that at the time of this certification, the Bidder does not knowingly employ or contract with any illegal aliens and that the Bidder has participated or attempted to participate in the everify program in order to verify that the Contractor does not employ any illegal aliens.

If awarded the contract, the undersigned hereby agrees to execute and enter into a contract with the City, and furnish the necessary security within ten (10) days of receipt of the "Notice of Award", to begin work within ten (10) days from the date of receipt of the "Notice to Proceed", and to complete the work within **ONE HUNDRED TWENTY (120) calendar days**.

The undersigned acknowledges and understands the terms, conditions, Specifications and all Requirements contained and/or referenced and is legally authorized by the Bidder to make the above statements or representations on behalf of the Bidder.

(Name of Company)

(Signature/Date)

(Address)

(City, State and Zip)

(Telephone Number)

(Name typed/Printed) (Title)

(email 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

AMENDMENT #2

AMENDMENT #3

AMENDMENT #4

AMENDMENT #5

AMENDMENT #6

AMENDMENT #7

AMENDMENT #8

AMENDMENT #9

SCHEDULE B – GENERAL CONSTRUCTION TERMS AND CONDITIONS

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

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

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

SCHEDULE C

Project Specific Specifications

The following specifications are hereby incorporated and attached hereto

- Section 01011 Special Conditions of the Landscape Work
- Section 01570 Traffic Regulation
- Section 02111 Tree and Plant Protection
- Section 02220 Structural Soil
- Section 02518 Unit Paving
- Section 02520 Concrete Paving
- Section 02815 Irrigation System
- Section 02870 Site Furnishings
- Section 02920 Landscape Systems
- Section 02923 Landscape Grading
- Section 02950 Trees, Plants, and Groundcover
- Section 03100 Concrete Formwork
- Section 03200 Concrete Reinforcement
- Section 03300 Cast-In-Place Concrete
- Section 03370 Concrete Curing
- Section 07900 Joint Sealant
- Section 16500 Lighting

SCHEDULE D

MEASUREMENT AND PAYMENT

1.0 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

Bid Form.

2.0 MEASUREMENT OF PAY QUANTITIES

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

3.0 ESTIMATED QUANTITIES

The estimated quantities shown in the bid form are estimates only, being given only as the basis for comparison of the bids, and the City does not warrant, expressly or by implication, that the actual amount of work will correspond therewith. The right to increase or decrease the amount of any class or portion of the work or to make changes in the work required as may be deemed necessary is reserved by the City as provided elsewhere in these specifications. The basis of payment will be the actual unit bid items of work performed and measured in accordance with the contract unless noted otherwise in the plans or specifications. All prospective bidders should note that certain bid items may be included in the Bid Form to establish a unit price should the use of those items become necessary during construction. Allowance will not be made for loss of

anticipated profits of additional compensation should the use of these items be deemed unnecessary.

4.0 PAYMENT FOR LUMP SUM ITEMS

Measurement shall be for work actually completed.

5.0 DESCRIPTION AND PAYMENT

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

SCHEDULE E

List of Exhibits

- Exhibit 1 Sample Contract
- Exhibit 2 Minimum Insurance Requirements
- Exhibit 3 Qualification Statement
- Exhibit 4 Representations and Certifications
- Exhibit 5 Bid Bond
- Exhibit 6 Performance Bond
- Exhibit 7 Labor and Material Payment Bond
- Exhibit 8 Maintenance Bond
- Exhibit 9 Notification of Utilities
- Exhibit 10 Index of Drawings

EXHIBIT 1 SAMPLE CONTRACT

The Construction Sample Contract Template, Version 100316, may be found on the City website, at the following address:

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

EXHIBIT 2 MINIMUM INSURANCE REQUIREMENTS

MINIMUM INSURANCE REQUIREMENTS

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

1. Workers' Compensation and Employers Liability as required by statute. Employers Liability coverage is to be carried for a minimum limit of \$100,000.
2. 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. 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. _____ 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. _____ 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 thereon.
5. _____ Excess Liability for limits not less than \$1,000,000 combined single limit for bodily injury and property damage for each occurrence.

6. 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.

7. 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.

8. 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)

RETURN THIS FORM WITH YOUR BID

EXHIBIT 3 – QUALIFICATION STATEMENT

CITY OF COLORADO SPRINGS QUALIFICATION STATEMENT

This statement will provide information which will enable the City to evaluate the qualifications of your firm and staff with regard to the requirements of this Invitation for Bid. Please complete this form in its entirety and submit it (in the number of copies requested) along with the other required proposal documents. If a request in the Qualification Statement is contained in the Bid, indicate the section in the Bid where that information can be found.

(PRINT)

FIRM NAME: _____
ADDRESS: _____
CITY STATE ZIP: _____
AUTHORIZED REPRESENTATIVE: _____
TITLE: _____
AUTHORIZED SIGNATURE: _____
PHONE: _____ FAX: _____
E-MAIL ADDRESS: _____

1. TYPE OF BUSINESS

2. TYPE OF LICENSE & LOCATION

CORPORATION INDIVIDUAL
PARTNERSHIP JOINT VENTURE _____
OTHER: _____

3. TYPE OF SERVICE TO BE PROVIDED FOR RFP: _____

4. NUMBER OF YEARS IN BUSINESS: _____

5. ON A SEPARATE SHEET PROVIDE A BRIEF HISTORY OF YOUR FIRM, STAFF SIZE AND EXPERIENCE. SUBMIT A RESUME FOR THE PROJECT MANAGER AND EACH KEY PERSONNEL ASSIGNED TO THIS PROJECT.

6. WHAT OTHER NAME(S) HAS YOUR COMPANY OPERATED UNDER: _____

7. HAVE YOU OR YOUR FIRM EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? YES NO IF "YES", EXPLAIN:

8. HAS ANY OFFICER OR PARTNER OF YOUR ORGANIZATION EVER BEEN AN OFFICER OR PARTNER OF ANOTHER ORGANIZATION THAT FAILED TO COMPLETE A CONTRACT WITHIN THE LAST FIVE (5) YEARS? YES NO
IF "YES", EXPLAIN:

9. HAS YOUR FIRM OR ANY PARTNERS OR OFFICERS EVER BEEN INVOLVED IN ANY BANKRUPTCY ACTION? YES NO IF "YES", EXPLAIN:

10. ARE YOU PRESENTLY INVOLVED IN ANY LITIGATION WITH ANY GOVERNMENT AGENCY? YES NO IF "YES", EXPLAIN TYPE, KIND, PLAINTIFF, DEFENDANT, ETC., AND STATE THE CURRENT STATUS:

11. BANK REFERENCE: _____
ADDRESS: _____
CONTACT: _____ PHONE: _____

12. LIST THREE (3) SIMILAR PROJECTS (LOCAL OR STATE-WIDE) **FROM LAST FIVE (5) YEARS**-INCLUDE LOCATION OF PROJECT, SIZE OF PROJECT (CONTRACT AMOUNT), CONTACT NAME, ADDRESS, TELEPHONE NUMBERS
NOTE: DETAILED INFORMATION ON THESE PROJECTS MAY ALSO BE REQUESTED IN THE RFP PACKAGE.

- 1. Location of Project: _____
Size of Project: _____
Contract Amount: _____
Contact Name and Title: _____
Contract Address: _____
Contact telephone and FAX Numbers: _____
- 2. Location of Project: _____
Size of Project: _____
Contract Amount: _____
Contact Name: _____
Contract Address: _____
Contact telephone and FAX Numbers: _____
- 3. Location of Project: _____
Size of Project: _____
Contract Amount: _____
Contact Name: _____
Contract Address: _____
Contact telephone and FAX Numbers: _____

13. LIST **CURRENT** SIMILAR PROJECTS (LOCAL OR STATE-WIDE) UNDER CONTRACT- INCLUDE LOCATION OF PROJECT, SIZE OF PROJECT (CONTRACT AMOUNT) CONTACT NAME, ADDRESS, TELEPHONE NUMBERS.

NOTE: DETAILED INFORMATION ON THESE PROJECTS MAY ALSO BE REQUESTED IN THE RFP PACKAGE.

- 1. Location of Project: _____
Size of Project: _____
Contract Amount: _____

Contact Name and Title:

Contact Address:

Contact telephone and FAX Numbers:

2. Location of Project: _____
Size of Project: _____
Contract Amount: _____
Contact Name and Title: _____
Contact Address: _____
Contact telephone and FAX Numbers: _____

3. Location of Project: _____
Size of Project: _____
Contract Amount: _____
Contact Name and Title: _____
Contact Address: _____
Contact telephone and FAX Numbers: _____

14. LIST OF SUB-CONTRACTORS TO BE USED FOR THIS PROJECT:
(INCLUDE NAME, ADDRESS, TELEPHONE NUMBER, TYPE OF WORK)

1. Name: _____
Address: _____
Telephone Number: _____
Type of Work: _____

2. Name: _____
Address: _____
Telephone Number: _____
Type of Work: _____

3. Name: _____
Address: _____
Telephone Number: _____
Type of Work: _____

IF ADDITIONAL INFORMATION IS PROVIDED ON A SEPARATE SHEET FOR ANY OF THE ITEMS, CLEARLY SPECIFY WHERE IT CAN BE LOCATED IN YOUR BID PACKAGE.

EXHIBIT 4 -- REPRESENTATIONS AND CERTIFICATIONS

1. INSURANCE REQUIREMENTS

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

Initials for 1

2. ETHICS VIOLATIONS

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

Initials for 2

3. ILLEGAL ALIENS

If Offeror has any employees or subcontractors, Offeror shall comply with § 8-17.5-101, et seq., C.R.S. regarding Illegal Aliens – Public Contracts for Services, and this section of this Agreement. 8-17.5-102 includes, in part, that:

1. Offeror shall not:
 - a. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or
 - b. Enter into a contract with a subcontractor that fails to certify to Offeror that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
2. Offeror has verified or attempted to verify that Offeror does not employ any illegal aliens and, will participate in the E-Verify Program or State Department program in order to confirm eligibility of all employees who are newly hired to perform work under public contract for services.
3. Offeror will not use E-Verify Program or State Department program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.
4. If Offeror obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Offeror shall:
 - a. Notify the subcontractor and the City within three days that Offeror has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - b. Terminate the subcontract with the subcontractor if within three days of receiving such notice, the subcontractor does not stop employing or contracting with the illegal alien. However, the Offeror shall not terminate the contract with the subcontractor if during this three day period:
 - i. The subcontractor provides information which establishes that the subcontractor has not knowingly employed or contracted with an illegal alien, and
 - ii. The Offeror will not employ the illegal aliens in the performance of any City contract.
5. Offeror shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in §8-17.5-102(5), C.R.S.
6. If Offeror violates this provision, the City may terminate the contract for a breach of contract. If the Agreement is terminated, the Offeror shall be liable for actual and consequential damages.

Initials for 3

4. COOPERATION WITH OTHER CONTRACTORS

Other City activities/contracts may be in progress or start during the performance of this

contract. The Offeror shall coordinate the work harmoniously with the other contractors or City personnel, if applicable.

Initials for 4

5. INTERNET USE

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

Initials for 5

6. LITIGATION

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

Initials for 6

7. CONTRACTOR'S REGISTRATION INFORMATION

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

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

_____ Nonprofit

_____ Small Business

_____ Minority Owned Business/Small Disadvantaged Business

_____ Woman Owned Business

_____ Veteran Owned Business

_____ Service-Disabled Veteran Owned Business

_____ HUBZone Business

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

Initials for 7

8. CONTRACTOR PERSONNEL

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

The individual, _____ (Name)
with position, _____ (Title)
Can be reached at _____
Work telephone number: _____
Home telephone number: _____
Cellular telephone number: _____
E-mail address: _____

Initials for 8

9. OFFEROR’S CERTIFICATION

The undersigned hereby affirms that:

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

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

d) The Offeror certifies that it has checked all of its figures, and understands that the City will not be responsible for any errors or omissions on the part of the Offeror in preparing its Bid.

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

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

Initials for 9

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

1. The Offeror certifies to the best of its knowledge and belief, that (i) the Offeror and/or any of its Principals
 - a. Are (), Are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - b. Have (), Have not (), within a three year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, local) contract or subcontract; violation of Federal or state antitrust statutes relation to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property; and
 - c. Are (), Are not () presently indicated for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in any paragraphs above.
2. The Offeror shall provide immediate written notice to the City Contracts Specialist if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reasons of changed circumstances.
3. The certification in paragraph 1. above, is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City Contracts Specialist may terminate the contract resulting from this solicitation for default. Termination for default may result in additional charges being levied for the costs incurred by the City to initiate activities to replace the awarded Contractor.

Initials for 10

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

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

Initials for 11

Name of Company:

Federal Tax ID Number:

DUNS Number:

Principle Place of Business:

Signature of Authorized Representative

Printed Name:

Title:

Date:

EXHIBIT 5 CITY OF COLORADO SPRINGS BID BOND

1. KNOW ALL MEN BY THESE PRESENTS, THAT:

 (Name) _____ As Principal, hereinafter called Principal, and

 (Address)

 (SURETY Name) _____ a corporation organized and existing under the
 laws of the State of:

 (SURETY Address)
 and AUTHORIZED TO DO BUSINESS IN THE STATE OF COLORADO, as Surety, hereinafter called Surety, are held firmly bound
 to the CITY OF COLORADO SPRINGS, COLORADO, as Obligee, hereinafter called the Obligee, in the sum of: (Insert Bid
 Amount in Words) _____ (\$ _____ DOLLARS),

lawful money of the United States of America, for payment of which sum well and truly to be made, the Principal and the Surety
 bind themselves, their heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

2. WHEREAS, the Principal has submitted to the 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:

 (Witness) FOR: _____
 (Principals Name)

BY: _____

 (Seal) ITS: _____
 This _____ day of _____

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

BY: _____

 (Seal) ITS: _____
 This _____ Day of _____

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

EXHIBIT 6 – CITY OF COLORADO SPRINGS PERFORMANCE BOND

CITY OF COLORADO SPRINGS PERFORMANCE 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 Bid Amount in Words)
_____ (\$ ██████████ DOLLARS),

lawful money of the United States of America, for payment of which sum well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

2. WHEREAS, the Principal and the Obligee have entered into,
a contract dated the _____ day of _____ For the following project:

Contract # _____ which contract is by reference made a part hereof, and referred to as the Contract.

3. NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the Principal shall promptly and faithfully perform all terms, conditions and other obligations of the Contract, and any modifications or extensions thereof granted by the Obligee, then this obligation shall be null and void; otherwise this obligation shall remain in full force and effect.

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

Signed and sealed on the dates set forth below:

(Witness) FOR: _____
(Principals Name)

BY: _____
ITS: _____
(Seal) This _____ Day of _____

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

BY: _____
ITS: _____
(Seal) This _____ Day of _____

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

EXHIBIT 7 – CITY OF COLORADO SPRINGS LABOR & MATERIAL PAYMENT BOND

1. KNOW ALL MEN BY THESE PRESENTS, THAT:

(Name) _____ As Principal, hereinafter called Principal, and

(Address)

(SURETY Name) _____ a corporation organized and existing under the laws of the State of:

(SURETY Address) _____
and AUTHORIZED TO DO BUSINESS IN THE STATE OF COLORADO, as Surety, hereinafter called Surety, are held firmly bound to the CITY OF COLORADO SPRINGS, COLORADO, as Oblige, hereinafter called the Oblige, in the sum of: (Insert Bid Amount in Words)

(\$ XXXXXX DOLLARS),

lawful money of the United States of America, for payment of which sum well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

2. WHEREAS, the Principal and the Oblige have entered into,
a contract dated the _____ day of _____ For the following project:

Contract # _____ which contract is by reference made a part hereof, and referred to as the Contract.

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

AND FURTHER, should the Principal or the Principals subcontractors fail to duly pay for any labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by the Principal or the Principals subcontractors in the performance of the work contracted to be done or fails to pay any person who supplies rental machinery, tools or equipment, all amounts due as the result of the use of such machinery, tools, or equipment, in the prosecution of the work under the Contract, the Surety shall pay the same in an amount not exceeding the sum specified in this Bond together with interest at the rate of eight percent per annum, in accord with Colorado State Law, Section 38-26-106 C.R.S.

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

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

Signed and sealed on the dates set forth below:

(Witness) _____ FOR: _____

(Principals Name)

Page Two (2) of Labor & Material Payment Bond

(Seal) BY: _____
ITS: _____
This _____ day of _____

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

(Seal) BY: _____
ITS: _____
This _____ day of _____
This Bond ___ (is) ___ (is not) a SBA Guaranteed Bond.

Bond # _____

EXHIBIT 8 - CITY OF COLORADO SPRINGS MAINTENANCE 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, for the use and benefit of claimants as herein below defined, in the amount of: (Insert Bid Amount in Words)

_____ (\$ _____ DOLLARS),

lawful money of the United States of America, together with interest as may be provided by law, for the maintenance and guarantee obligations of the Contract, for the payment whereof Principal and Surety bind themselves, their heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

2. WHEREAS, the Principal and the Obligee have entered into,

a contract dated the _____ day of _____ For the following project:

Contract # _____ which contract is by reference made a part hereof, and referred to as the Contract.

3. NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the Principal shall promptly, properly and without cost to Obligee perform all maintenance and other guarantee obligations under the terms of the Contract, including any modifications or extensions thereof granted by the Obligee, for a period of TWO (2) year(s) from the date of final payment upon the Contract by the Obligee, and in the case of each correction or repair, during a period of one year after the date of said correction or repair or for the remaining period of years set forth herein, whichever is longer, then this obligation shall be null and void; otherwise this obligation shall remain in full force and effect.

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

Signed and sealed on the dates set forth below:

(Witness) FOR: _____
(Principals Name)

BY: _____

(Seal) ITS: _____
This _____ day of _____

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

BY: _____

(Seal) ITS: _____
This _____ day of _____

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

EXHIBIT 9 – NOTIFICATION OF UTILITIES

General Information

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

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

Telephone References

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

Standard Utility Color Code

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

Contractor Responsibilities

1. Contact Colorado Springs Utilities, and/or other applicable utilities company or provider, at least twenty four hours prior to starting the project so that our service inspector can make contact on the job site.
2. All replacement taps will have to be coordinated and notification must be given to Colorado Springs Utilities twenty four hours prior to scheduling.
3. Any water interruption to properties involved must be notified at least twenty-four hours prior to shut down and coordinated with a service inspector.
4. If in the event a property or business is involved that cannot be without water the Contractor will be responsible for keeping them in water while the shut down is in effect.
5. If for any reason when water is restored after the shut down that a property has no water and Colorado Springs Utilities is contacted to determine the problem, the Contractor will be responsible for digging, regardless of the time of day to restore service. Contractor must provide Colorado Springs Utilities with a name and telephone number of an after hours contact in case of emergency.
6. All services which would be replaced will have to meet our water specifications and be approved by the Water service inspector.
7. All materials pertaining to lowering or replacing water service lines, regardless of size, will be the responsibility of the Contractor unless otherwise specified in Engineering

Specifications and Plans.

8. If for any reason it would not be feasible to shut down and notify affected properties, it would be the responsibility of the Contractor to provide temporary water for the houses or businesses involved.

Pre-excavation Checklist

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

EXHIBIT 10 -- INDEX OF DRAWINGS

SHEET	DESCRIPTION
1	TITLE SHEET
2	KEY MAP
3	GENERAL NOTES
4	SUMMARY OF APPROXIMATE QUANTITIES
5	HORIZONTAL CONTROL PLAN
6	BLOCK 1 & 2 EXISTING CONDITIONS PLAN
7	BLOCK 3 EXISTING CONDITIONS PLAN
8	BLOCK 1 DEMOLITION & REMOVAL PLAN
9	BLOCK 2 DEMOLITION & REMOVAL PLAN
10	BLOCK 3 DEMOLITION & REMOVAL PLAN
11	BLOCK 1 SITE IMPROVEMENT PLAN & PROFILE
12	BLOCK 2 WEST SITE IMPROVEMENT PLAN & PROFILE
13	BLOCK 2 EAST SITE IMPROVEMENT PLAN & PROFILE
14	BLOCK 3 SITE IMPROVEMENT PLAN & PROFILE
15	CROSS SECTIONS
16	CROSS SECTIONS
17	CROSS SECTIONS
18	CROSS SECTIONS
19	CROSS SECTIONS
20	PLANTER SITE LAYOUT
21	PLANTER SITE LAYOUT
22	PLANTER SITE LAYOUT
23	PLANTER SITE LAYOUT
24	BLOCK 1 & 2 UTILITY PLAN
25	BLOCK 3 UTILITY PLAN
26	ELECTRIC PLAN
27	BLOCK 1 & 3 LANDSCAPE PLAN
28	BLOCK 3 LANDSCAPE PLAN
29	BLOCK 1 & 3 IRRIGATION PLAN
30	BLOCK 2 IRRIGATION PLAN
31	SIGNAGE AND STRIPING PLAN
32	PLANTER DETAILS
33	PAVERS AND CONCRETE DETAILS
34	MISC. DETAILS
35	MISC. DETAILS
36	IRRIGATION DETAILS