



**INVITATION FOR BID**  
Construction

**B16- 159 MZ**

Date issued: November 3, 2016

**AUTISM CENTER POND OUTLET  
MODIFICATION**

**THE CITY OF COLORADO SPRINGS**

Fully or partially funded by federal grant

**The City of Colorado Springs hereby solicits Fixed Unit Price Bids, as detailed in this Invitation for Bids (IFB), for Autism Center Pond Outlet Modification**

**This project consists of installing new fabricated and pre-fabricated trash racks on a pond outlet structure and storm system, and grading revisions along the access road.**

## 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 Bidnet Direct ([www.bidnetdirect.com](http://www.bidnetdirect.com)). All addenda or amendments shall be issued through the Bidnet Direct 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 **AUTISM CENTER POND OUTLET MODIFICATION**.

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 **B16-159MZ** is being issued and posted on [wwwbidnetdirect.com](http://wwwbidnetdirect.com) on **November 3, 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: November 18, 2016
- C. Bid bond is required if total bid exceeds \$50,000.00. (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 **Non-Mandatory** pre-proposal conference is scheduled for **November 8, 2016 AT 2:30PM** at City of Colorado Springs, Co., 30 S Nevada Ave., Contracting Office, **Conference Room 201**, Colorado Springs, CO 80903. All interested Contractors are encouraged to attend the pre-bid conference. *Please note that all visitors to City facilities are required to provide a picture ID in order to gain access to the building.*

#### **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](http://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. Bidders shall also submit one electronic copy on CD. 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.: B16-159MZ Autism Center Pond Outlet Modification**

**Due Date & Time: November 18, 2016 2:00PM**

**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 resealed 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 **2:00 PM Tuesday November 18, 2016.**

All questions shall  
be directed to:  
(Contract Specialist)

**Michael Zeller 719-385-5264**  
**[mzeller@springsgov.com](mailto:mzeller@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 upon award: a Performance Bond, a Labor and Materials Payment Bond, and a Maintenance Bond. Each such bond shall be in the amount of one hundred percent (100%) of the contract price. Bonds shall be submitted within ten (10) calendar days after notification of award of a Contract. The cost of all bonds shall be included in Contractor's Bid.
- (2) Bonds shall:
  - a) Be for the full amount of the Contract price.
  - b) Guarantee the Contractor's faithful performance of the work under the Contract, and the prompt and full payment for all

labor and materials involved therein.

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

### **1.23 SPECIFICATIONS AND DRAWINGS**

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

### **1.24 TYPE OF CONTRACT**

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

### **1.25 F.O.B. DESTINATION**

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

### **1.26 BID RESULTS**

The City does not mail Bid results or tabulations. However, Bid tabulations are posted and can be downloaded from Bidnet Direct ([www.bidnetdirect.com](http://www.bidnetdirect.com)).

Bid tabulations will also be emailed upon request. To request Bid tabulation, email [mzeller@springsgov.com](mailto:mzeller@springsgov.com) or the Contracts Specialist otherwise indicated herein.

### **1.28 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.

### **1.29 PERIOD OF PERFORMANCE**

The Contractor shall complete all work within **30 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.

### **1.30 BID DOCUMENTS**

The following comprise this Invitation for Bid.

Schedule A – Bid Form  
Schedule B – General Construction Terms and Conditions  
Schedule C – Special Construction Terms and Conditions  
Schedule D – General Specifications  
Schedule E – Special Specifications  
Schedule F – Exhibits

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

**Schedule A -- Bid Form**  
**Exhibit 2 – Minimum Insurance Requirements Form**  
**Exhibit 3 – Qualification Statement**  
**Exhibit 4 -- Representations and Certifications**  
**Exhibit 5 -- Bid Bond if applicable (see 1.23)**  
**Exhibit 6 – Certification Regarding Debarment**  
**Exhibit 7 – Restrictions on Lobbying Certification**  
**Exhibit 8 – Non-Collusion Affidavit**  
**Exhibit 9 – Equal Opportunity Status Report**  
**Acknowledged Addendums, if issued**

## **SECTION II – SCHEDULES**

Schedule A – Bid Form

Schedule B – General Construction Terms and Conditions

Schedule C – Special Terms and Conditions

Schedule D – General Specifications

Schedule E – Special Specifications

Schedule F – Scope of Work

Schedule G -- 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 "**AUTISM CENTER POND OUTLET MODIFICATION**". 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	EST QTY	Units	Unit Cost	Total Cost
1	MOBILIZATION	1	LS	\$	\$
2	CLEARING AND GRUBBING	1	LS	\$	\$
3	UNCLASSIFIED EXCAVATION	70	CY	\$	\$
4	TRASH RACK & DEBRIS DEFLECTOR	1	LS	\$	\$
5	AGGREGATE BASE COURSE (CLASS 6)	38	CY	\$	\$
6	CLEAN INLET	1	EA	\$	\$
7	STORMRAX PEAK ROOF	1	EA	\$	\$
8	FES TRASH GUARD	1	EA	\$	\$
9	PERMENANT SEEDING	0.1	AC	\$	\$
10	EROSION CONTROL	1	LS	\$	\$
11	CONSTRUCTION SURVEY	1	LS	\$	\$
12	<b>F/A - PROPERTY RESTORATION</b>	<b>1</b>	<b>FA</b>	<b>\$10,000.00</b>	<b>\$10,000.00</b>
13	<b>F/A - MINOR CONTRACT REVISIONS</b>	<b>50,000</b>	<b>FA</b>	<b>\$1.00</b>	<b>\$50,000.00</b>
	<b>TOTAL BASE BID</b>				\$

**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 FORTY FIVE (45) 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)  
(Date)

\_\_\_\_\_  
(Signature)

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

## **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**

### **Special Construction 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:

- (1) 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.
- (2) 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.
- (3) 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.
- (4) 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.
- (5) 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.
- (6) 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.

- (7) 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.
- (8) *Subcontracts*. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.
- (9) *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.
- (10) *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.
- (11) *Adaptation of language*. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings. [43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997]

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

- (a) *Requirements for prime contractors and subcontractors*.
  - (1) Each prime contractor and subcontractor shall file annually, on or before the September 30, complete and accurate reports on Standard Form 100 (EEO-1) promulgated jointly by the Office of Federal Contract Compliance Programs, the Equal Employment Opportunity Commission and Plans for Progress or such form as may hereafter be promulgated in its place if such prime contractor or subcontractor (i) is not exempt from the provisions of these regulations in accordance with § 60-1.5; (ii) has 50 or more employees; (iii) is a prime contractor or first tier subcontractor; and (iv) has a contract, subcontract or purchase order amounting to \$50,000 or more or serves as a depository of Government funds in any amount, or is

a financial institution which is an issuing and paying agent for U.S. savings bonds and savings notes: *Provided*, That any subcontractor below the first tier which performs construction work at the site of construction shall be required to file such a report if it meets requirements of paragraphs (a)(1) (i), (ii), and (iv) of this section.

- (2) Each person required by § 60-1.7(a)(1) to submit reports shall file such a report with the contracting or administering agency within 30 days after the award to him of a contract or subcontract, unless such person has submitted such a report within 12 months preceding the date of the award. Subsequent reports shall be submitted annually in accordance with § 60-1.7(a)(1), or at such other intervals as the Deputy Assistant Secretary may require. The Deputy Assistant Secretary may extend the time for filing any report.
- (3) The Deputy Assistant Secretary or the applicant, on their own motions, may require a contractor to keep employment or other records and to furnish, in the form requested, within reasonable limits, such information as the Deputy Assistant Secretary or the applicant deems necessary for the administration of the order.
- (4) Failure to file timely, complete and accurate reports as required constitutes noncompliance with the prime contractor's or subcontractor's obligations under the equal opportunity clause and is ground for the imposition by the Deputy Assistant Secretary, an applicant, prime contractor or subcontractor, of any sanctions as authorized by the order and the regulations in this part.

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

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

(c) *Use of reports.* Reports filed pursuant to this section shall be used only in connection with the administration of the order, the Civil Rights Act of 1964, or in

furtherance of the purposes of the order and said Act.[43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997]

**3. 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.

(a) Definition.-“Site of the work”-

(1) Means-

(i) *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

(ii) *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;

(2) 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-

(i) They are dedicated exclusively, or nearly so, to performance of the contract or project; and

(ii) 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;

(3) 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.

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

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

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

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

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

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

(d) Payrolls and basic records.

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

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

(e) *Subcontracts.* The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts that may require or

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

## **5. CLEAN AIR ACT**

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

## **6. DEBARMENT AND SUSPENSION**

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

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions(Federal, State, or local) terminated for cause or default.

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

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

must require the same certification from all subcontractors with subcontracts valued in excess of \$100,000 under this Contract.

## **8. SMALL BUSINESS REQUIREMENTS**

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

Affirmative steps must include:

- (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 RECOVERED MATERIALS**

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

## **10. ANTI-KICKBACK PROCEDURES**

- (a) Definitions.

“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,

(1) 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

(2) 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.

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

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

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

(c)

(1) 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.

(2) 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.

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

(4) The Contracting Officer may

(i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or

(ii) 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.

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

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

(a) Definition. As used in this clause--

“Energy-efficient product”—

(1) Means a product that—

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

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

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

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

(1) Delivered;

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

(3) Furnished by the Contractor for use by the Government; or

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

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

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

(2) Otherwise approved in writing by the Contracting Officer.

(d) Information about these products is available for—

(1) ENERGY STAR® at <http://www.energystar.gov/products>; and

(2) FEMP at [http://www1.eere.energy.gov/femp/procurement/eep\\_requirements.html](http://www1.eere.energy.gov/femp/procurement/eep_requirements.html).

## SCHEDULE D

### General Specifications

#### D.1 STANDARD SPECIFICATIONS

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

All contractors are required to have on the job site and utilize the current updated copy of the Standard Specifications applicable to the work.

Any revisions to the Standard Specifications can be found in the Section D.2 of this document.

##### A. City of Colorado Springs Standard Specifications

- 1.) The “**City of Colorado Springs Engineering Division Standard Specifications**”, current edition/revision and addendums, except as modified hereinafter, which are incorporated in the contract documents by reference as though embodied herein in their entirety, shall apply to this project.

<https://coloradosprings.gov/resident-services/public-works/city-engineering/standard-specifications-manual>

<https://coloradosprings.gov/resident-services/public-works/city-engineering/reference-materials>

- 2.) The “City of Colorado Springs Drainage Criteria Manual, Volume II”, May 2014 edition and current addendums, except as modified hereinafter, which are incorporated in the contract documents by reference as though embodied herein in their entirety, shall apply to this project.
- 3.) The “City of Colorado Springs Traffic Controls for Street Construction, Utility Work, and Maintenance Operations”, current edition/revision, except as modified hereinafter, which are incorporated in the contract documents by reference as though embodied herein in their entirety, shall apply to this project.

Copies of these documents are available from the City of Colorado Springs, Office Services Division, 30 South Nevada Avenue, Suite 101, Colorado Springs, during regular business hours.

## **B. Colorado Department of Transportation Standard Specifications**

The following sections of the “**Colorado Department of Transportation Standard Specifications for Road and Bridge Construction**”, 2011, except as modified hereinafter, which are incorporated in the contract documents by reference as though embodied herein in their entirety, shall apply to this project.

Section 109 – Measurement and Payment  
Section 201 – Clearing and Grubbing  
Section 208 – Erosion Control  
Section 626 – Mobilization  
Section 703 – Aggregates  
Section 713 – Traffic Control Materials

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

## **D.2 REVISIONS TO STANDARD SPECIFICATIONS**

### **A. Revisions to City of Colorado Springs Standard Specifications**

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

Revision of Section 200 – Street Section (Excavation and Embankment)  
Revision of Section 220 – Removal of Structures and Obstructions  
Revision of Section 600 – Structural Concrete  
Revision of Section 630 – Storm Drains and Culverts

#### **REVISION OF SECTION 200 STREET SECTION**

Section 200 of the City of Colorado Springs Engineering Division Standard Specifications is hereby revised for this project as follows:

Subsection 202 is hereby revised as follows:

Excavation shall have the following additional requirements:

Material removed during the excavation process that is not acceptable for use as embankment fill shall be legally disposed of by the Contractor. It shall not be wasted on private property without written permission of the property owner.

Subsection 203 shall be revised to include the following:

The work shall also include excavation and backfill for the rectangular footing for the debris deflector.

The rectangular footing backfill noted in the plans shall be compacted as stated in these specifications. This fill shall be placed, unless otherwise authorized by the Engineer, in maximum of eight (8) inch horizontal layers (uncompacted thickness) and shall be compacted before the next layer is placed. Each lift shall be compacted as required in sub-section 637.07.

### **REVISION OF SECTION 600 STRUCTURAL CONCRETE**

Section 600 of the City of Colorado Springs Engineering Division Standard Specifications is hereby revised for this project as follows:

Subsection 601 Scope of work shall be revised to include the following:

This work also consists of drilling holes and placing concrete in accordance with these specifications and in conformity with the lines and grades on the plans or established.

Subsection 602.01 shall be revised to include the following:

Drilled hole excavation shall be performed by heavy duty drilling rigs suitable for penetrating the cobbles, boulders, and bedrock to the required depths. Blasting will not be allowed.

The elevation of the bottom of the drilled holes and heights shall be as shown on the plans. Materials resulting from drilling shall be disposed of by the Contractor.

The maximum permissible variation of the center axis of any drilled hole at the top from its plan location shall be no greater than 1 inch. Drilled holes shall not be out of plumb more than three percent of their length. If a drilled hole does not meet these requirements, it shall be reamed or re-drilled as required to bring it to the proper alignment, or drilled an additional distance, as approved by the Engineer. Additional concrete required as a result of these measures shall be provided at the Contractor's expense.

The excavation shall be protected with a suitable cover which will prevent persons or materials from falling into the hole.

When caving conditions are encountered, drilling shall be discontinued until the construction method used will prevent excessive caving. If casings are used, they shall be of ample thickness and strength to withstand distortion due to handling,

the internal pressure of fresh concrete, and the external pressure of the surrounding soil and ground water, and shall be watertight. The inside diameter of the casing shall be equal to or larger than the specified drilled hole dimensions shown on the plans. The use of casings larger than the diameter of the specified drilled hole shown on the plans must have prior approval from the Engineer. Additional concrete required due to the use of oversize casings shall be provided at the Contractor's expense.

Subsection 605 shall be revised to include the following subsections:

**605.1 Concrete Placement in Drilled Holes**

Prior to placing concrete, drilled holes shall be pumped free of water, cleaned of loose material, and inspected by the Engineer.

Concrete for each drilled hole shall be placed in one continuous pour. Concrete may be placed in a dry hole by free-drop from the surface provided that a hopper or other approved device is used to force the concrete to drop straight down without hitting the sides of the hole, reinforcing steel cage, or steel post before striking the bottom. A drilled hole may be considered dry at the time of concrete placement if, without dewatering, the water depth at the bottom of the hole is not in excess of 2 inches.

Where a drilled hole cannot be practically dewatered for the placement of concrete, the Engineer may authorize a portion of the concrete to be placed under water in accordance with subsection 605.2. Concrete placed below water shall be limited to a height sufficient to seal the excavation and to withstand hydrostatic pressure. Immediately following the placement of this sealing concrete, the remaining portion of the hole shall be dewatered and the remainder of the concrete shall be placed. Concrete within the top 5 feet of the completed foundation shall be vibrated during placement. The layer of water-diluted concrete which has been floated to the top during placement shall be removed to the depth directed by the Engineer and wasted.

The removed layer shall not be less than 4 inches thick. Only that concrete which meets specification requirements shall remain as part of the foundation.

Immediately following the concrete placement and the casing removal, the projecting steel post and rails shall be thoroughly cleaned to remove accumulations of splashed mortar. This work shall be completed before the concrete takes its initial set. Care shall be taken when cleaning the steel post and rails to prevent damage to or breakage of the concrete-steel bond.

**605.2 Depositing Concrete in Drilled Holes Under Water**

Concrete shall not be placed underwater unless approved by the Engineer. If approved, care shall be exercised to prevent the formation of laitance. Concrete

shall not be deposited until all laitance, which may have formed on concrete previously placed, has been removed. Pumping shall be discontinued while depositing foundation concrete if it results in a flow of water inside the forms. Concrete deposited under water shall be carefully placed in a compact mass in its final position by means of a concrete pump and tremie. The discharge or bottom end of the tremie shall be lowered to contact the foundation at the start of the concrete placement and shall be raised during the placement at a rate which will insure that the bottom or discharge end of the tremie is continuously embedded or buried in fresh concrete a minimum of 12 inches. Air and water shall be excluded from the tremie pipe by keeping the pipe continuously filled. The continuity of the placement operation shall be maintained without breaking the seal between the concrete mass and the discharge end of the tremie until the lift is completed. The concrete placement shall not be disturbed after it has been deposited.

Section 608 shall be revised to include the following:

Temporary casings shall be removed in a manner such that voids between the excavation and the casing will be completely filled with fresh concrete. The removal method shall prevent the intrusion of water, sloughing of the excavation, displacement of the steel posts, and lifting of the concrete. The casing removal shall be performed in a manner that minimizes the displacement of the concrete from its initial placement point. If the casing is stuck and can't be removed without damaging the hole, it may be cut off and left in place with the Engineer's approval, or other remedial measures taken as approved. The top elevation and alignment of the steel posts shall be checked before and after the casing removal. Upward or downward movement in excess of 2 inches of the steel posts will be cause for rejection of the drilled hole footing. Concrete settlement in the caisson will be determined by measuring the top surface of the concrete: (1) immediately after the casing is removed and additional concrete poured to the desired elevation; and, (2) at least four hours later. Concrete settlements in excess 2" will also be cause for rejection of the drilled hole footing.

Section 610 shall be revised as to include the following:

High range water reducers may be added to obtain desired slump and retardation for drilled hole foundations. Slump shall be as specified in Section 611.

Section 611 shall be revised to include the following:

Slump for drilled hole foundations shall be a minimum of 5 inches and a maximum of 8 inches.

Section 612 shall be revised to include the following:

Colorado DOT (CDOT) Class BZ concrete mix is approved for use in drilled hole foundations. Submit mix design and certified lab reports showing compliance with the CDOT Standard Specifications for Road and Bridge Construction to the Engineer prior to placing concrete.

### **REVISION OF SECTION 630 STORM DRAINS AND CULVERTS**

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

Sub-section 631 shall be revised to include the following:

The work shall also include furnishing, fabricating, and erecting steel debris deflector and trash rack in accordance with these specifications and to the dimensions, shapes, and design shown on the plans, and to the lines and grades established. Steel shall include bolting and welding, and electrodes.

Sub-section 635.13 shall be deleted and replaced with the following:

#### **635.13 Structural Steel**

**Structural Carbon Steel:** Structural carbon steel bars for pickets shall conform to ASTM A 709 Grade 36. Structural carbon steel for structural steel tubing shall conform to ASTM A500 Grade B,  $F_y = 46\text{ksi}$ . Higher strength structural steel tubes and bars meeting AWS D1.1 Section 5.2.1 may be substituted at no additional cost with the approval of the engineer. All steel used shall be suitable for shop or field welding.

The fabricator shall furnish the Engineer with copies of the certified mill test reports on all material that will be used. Material from stock may be used, with the approval of the Engineer, provided it can be identified by rolling direction (where orientation is specified), heat number, and mill test reports. Material which has been used elsewhere shall not be used in any part of this work without written approval by the Engineer.

**Bolts:** Bolts not otherwise specified in the Contract shall be zinc plated and meet the requirements of ASTM A 307 for Grade A Bolts. Bolts shall have single self-locking nuts or double nuts unless otherwise specified in the Contract. Beveled washers shall be used when bearing surfaces have a slope exceeding 1:20 with respect to a plane normal to the bolt axis.

**High-Strength Bolts:** Unless otherwise shown in the Contract, all bolts for fastening of structural steel shall be high strength bolts. High strength bolts, including suitable nuts and plain hardened washers, shall conform to ASTM A325. Type 1 bolts shall be used. Bolts for self-weathering steels shall be Type 3, unless otherwise shown in the Contract.

Bolt and nut dimensions shall conform to AISC, section 4. Threads for all bolts shall conform to the United Standard Series UNC-ANSI B1.1, Class 2A for external threads and Class 2B for internal threads. The length of the bolts shall be such that the point of the bolt will be flush with or outside of the face of the nut when completely installed. Sufficient thread must be provided to prevent the nut from encountering thread runout.

Washers and beveled washers shall conform to ASTM F436.

**Fabrication:** Structural steel may be shop or field fabricated. Fabrication work shall not be started until the Contractor notifies the Engineer. The proposed production schedule, including the start of production and shipment dates, shall be submitted to the Engineer.

**Erection and Assembly:** Structural steel members shall be erected to prevent damage to all elements of the structure and in a safe manner. At least one day prior to erecting the structural steel the Contractor shall submit an erection/assembly plan to the Engineer for approval. The Erection Plan and procedure shall provide details of the erection/assembly process with dimension tolerances including:

- Temporary support, struts, bracing, tie cables and other devices, material properties and specifications for temporary works.
- Procedure and sequence of operations.
- Methods to transport and place structural steel members
- Locations of cranes, trucks delivering girders, and the location of cranes and outriggers relative to other structures, including existing RCP and concrete footings.
- Method to prevent caving of drilled hole or rectangular footing excavation during structural steel placement
- Contingency plans detailing what measures the Contractor will take in case of inclement weather (forecast or actual), equipment failure, delivery interruption, and slower than planned production.

**Quality Control:** The fabricator shall submit a written quality control plan to the Engineer for approval prior to the beginning of fabrication. The quality control plan shall outline the quality control tasks, frequency, and schedule to be performed by the fabricator to ensure that all work conforms to the Contract.

The QC inspector shall submit the following reports to the Engineer prior to acceptance: the visual test report for all welds, dimensions, welder qualification records, welding procedure specifications, procedure qualification records, and welding machine settings. The Engineer shall determine the acceptability of the work.

Inspection of all intervals of fabrication welding, including each shift on a daily basis, shall be performed by an AWS certified welding inspector, or an AWS certified assistant welding inspector under the direct supervision of the certified welding inspector. Direct supervision shall be defined as on site monitoring of all inspection activities on each shift on a daily basis.

Adequate supervision and quality control inspection of all welding shall be provided to ensure satisfactory, consistent, and uniform workmanship. Recurring weld defects shall be considered as evidence that proper control and supervision are not being provided. Welding and associated fabrication operations shall be suspended when, in the opinion of the Engineer, there is a lack of proper quality control. Operations shall not resume until the fabricator has made a significant change in procedure. Proposed changes shall be defined and submitted in writing and approved by the Engineer prior to resuming fabrication. The Engineer will require Dye Penetrant Testing on all welds in accordance with ASTM E 165 if recurring weld defects occur. Dye Penetrant Testing as a result of recurring weld defects shall be provided at the Contractor's expense.

**Welding:** Welding and fabrication of steel shall conform to the Structural Welding Code AWS D1.1, as amended by the contract documents. When AWS D1.1 is cited in the Standard Specifications, the reference shall be to the latest edition of the Structural Welding Code. All welding shall be completed by a qualified and certified welder approved by the Engineer.

Surfaces to be welded must be free of rust, rust pits, scale, oil, moisture, paint, and other deleterious matter that would adversely affect the welding operation or prevent proper welding. Welding shall not be done when the base metal temperature is below -4 °F at the time of welding.

**Welder Qualifications and Testing:** Welding procedures, welders, and welding operators shall be qualified in accordance with AWS D1.1. Qualifications shall be in accordance with all-position pipe tests as defined in Section 4 of AWS D1.1. Positive results and certifications of recent previous qualification tests may be submitted to the Engineer for acceptance. Conduct welder qualification testing for field welding at the project site. Submit copies of all test data and certifications to the Engineer.

**Weld Acceptance:** will be determined through visual testing (VT). Perform VT per AWS D1.1 paragraph 6.9.

Add Sub-section 635.15 as follows:

**635.15 Non-shrink Grout:** Fill vertical post tubes with non-shrink grout after rail tubes have been weld to the posts. Remove water from inside of tube and place grout per manufacturer's instructions. Use a non-shrink grout product from the current CDOT Approved Products List under Concrete/Grout/General Purpose [Non-Shrink] <http://apps.coloradodot.info/apl/AplSearch.cfm>.

Submit product data sheet and installation instructions to the Engineer for approval prior to placing.

### **REVISION OF SECTION 800 WORK ZONE TRAFFIC CONTROL**

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

Subsection 804 shall be revised as follows:

Replace the first sentence of the first paragraph with the following: The Contractor shall coordinate with both the Engineer and the City Traffic Engineering Division to determine site-specific staging and/or phasing requirements.

#### **Revisions to Colorado Department of Transportation Standard Specifications**

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

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

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

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

The following Revisions supplement or modify the Colorado Department of Transportation (CDOT) Standard Specifications for Road and Bridge Construction. Measurement and Payment for all bid items shall be in accordance

with Section E, Measurement and Payment, and shall take precedence over the measurement and payment sections of the Standard Specifications or revisions thereof.

**REVISION OF SECTION 625  
CONSTRUCTION SURVEYING**

Section 625 of the CDOT Standard Specifications for Road and Bridge Construction is hereby revised for this project as follows:

Subsection 625.02 shall be revised as follows:

Delete the last paragraph (one sentence) and replace with the following: Traffic Control shall be in accordance with the requirements of Section 800 of the City of Colorado Springs Engineering Division Standards Specifications and Revision Of Section 800, Work Zone Traffic Control.

Subsection 625.04 shall be revised as follows:

The following sentence shall be added and become the first sentence of the second paragraph: Construction Surveying shall complete a check of the survey control provided in the plans and provide data to the Engineer that both confirms the check and identifies any issues or discrepancies between the check and the plans.

## **SCHEDULE E - SPECIAL SPECIFICATIONS**

### **E.1 BID ITEM DESCRIPTIONS**

#### **BID ITEM NO. 1: MOBILIZATION (LS)**

##### a. Measurement

Payment will be according to the following schedule:

1. When 5% of the original contract amount is earned, 20% of the amount bid for mobilization will be paid.
2. When 75% of the original contract amount is earned, 100% of the amount bid for mobilization will be paid.

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.

##### b. Payment

Payment shall be made at the applicable contract lump sum price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work. Payment for mobilization 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 temporary facilities and gravel; potholing; 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 also include Contractor public relations management and responsibilities, including coordination and regular communications with or notifications to local businesses, property owners, and residences about construction activities that will affect them, project progress, addressing their concerns, etc.

#### **Bid Item No. 2: Clearing & Grubbing (LS)**

##### a. Measurement

The quantity of Clearing & Grubbing to be paid for shall be one lump sum for, grubbing and removing and disposing of vegetation and debris within the

limits of the work accepted by the Engineer as complying with the plans and specifications.

Clearing & Grubbing shall be in accordance with Section 220 of the City of Colorado Springs Engineering Division Standard Specifications and with the Revision of Section 220 – Removal of Structures and Obstructions.

b. Payment

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

**Bid Item No. 3: Unclassified Excavation (CY)**

a. Measurement

The quantity of Unclassified Excavation to be paid for shall not be re-measured, but shall be the quantities designated in the Contract per cubic yard, completed and accepted by the Engineer as complying with the plans and specifications. 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 ten (10) percent of the plan quantity.

When field changes are ordered or when there are errors on the plans, the measured quantities will be the volume computed within the prism of excavation as defined and limited above, or as shown on the plans.

b. Payment

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work. This includes compaction and water, if needed. Also included in this item is all unclassified excavation and embankment material and proper disposal of any excess material.

**Bid Item No. 4: Trash Rack and Debris Deflector (LS)**

a. Measurement

The quantity of Trash Rack and Debris Deflector will not be measured, but will be paid on a lump sum basis for all work necessary to construct the debris deflector and trash rack accepted by the Engineer as complying with the plans and specifications.

Construction of the Trash Rack and Debris Deflector shall be in accordance with the Colorado Springs Engineering Division Standard Specifications and the Contract Documents.

b. Payment

Payment shall be made at the applicable contract lump sum price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work. The Debris Deflector includes rectangular structural concrete footings, drilled structural concrete footings, welded structural steel for posts, rails, and pickets, and grout. The trash rack includes welded reinforcing steel components.

Payment to Debris Deflector and Trash Rack shall include furnishing, fabricating, installing, handling and all required labor, equipment, and materials to complete the work. Payment includes any excavation, drilling, backfill, compaction, temporary casing, dewatering, furnishing structural steel, furnishing reinforcing steel, structural concrete, formwork, non-shrink grout, fabrication including cutting, drilling, bending, and welding, temporary support, equipment, tools, and materials to complete the work. Also included in this item are required submittals, quality control, removal of existing trash rack, proper disposal of excess material, and surveying required for construction.

**Bid Item No. 5: Aggregate Base Course (Class 6) (CY)**

a. Measurement

The quantity of Aggregate Base Course (Class 6) to be paid for shall be determined by measurement of the number of cubic yards of aggregate base course material actually delivered, placed, and accepted by the Engineer as complying with the plans and specifications. Truck delivery tickets shall be submitted to the Engineer for quantity verification.

Aggregate Base Course (Class 6) shall be in accordance with Section 300 of the City of Colorado Springs Engineering Division Standard Specifications.

b. Payment

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

**Bid Item No. 6: Clean Inlet**

**(EA)**

a. Measurement

Clean Inlet will not be measured, but shall be paid for each inlet as shown on the plans and shall include the cleaning and grading around the inlet.

b. Payment

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

**Bid Item No. 7: Stormrax Peak Roof**

**(EA)**

a. Measurement

Stormrax Peak Roof will not be measured, but shall be paid for as each inlet and as shown on the plans and shall include furnishing and installing the Stormrax Peak Roof on each inlet.

b. Payment

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

**Bid Item No. 8: FES Trash Guard**

**(EA)**

a. Measurement

FES Trash Guard will not be measured, but shall be paid for each end section as shown on the plans and shall include furnishing and installing the FES Trash Guard on each end section.

b. Payment

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

**Bid Item No. 9: Permanent Seeding**

**(AC)**

a. Measurement

The quantity of Permanent Seeding to be paid will be determined by measurement of the number of acres of Permanent Seeding actually placed. Permanent Seeding must be accepted in the field by the Engineer as complying with the specifications. To verify installation of appropriate seed quantities, Contractor will provide delivery slips for seed as provided by the seed supplier.

Permanent Seeding work shall be in accordance with Section 900 of the City of Colorado Springs Engineering Division Standard Specifications.

b. Payment

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials, including water, mulching, and protection of seeding areas necessary to complete the work. Payment shall also include maintenance of the seeding areas until Final Acceptance is given, as per the project specifications

**Bid Item No. 10: Erosion Control (EA)**

a. Measurement

The quantity of Erosion Control will not be measured, but will be paid for on a lump sum basis including, but not limited to, Vehicle Tracking Control, Construction Fence, Inlet Protection, Concrete Washout Area, Sediment Control Log, and Erosion Control Supervisor, and complying with the plans and specifications.

Erosion Control shall be in accordance with the applicable requirements of the City of Colorado Springs Drainage Criteria Manual, Volume II.

b. Payment

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work. Payment for Erosion Control shall include all work and materials to furnish, install, maintain, remove, and dispose of this erosion and sediment control items. Payment shall also include the disposal of sediment removed during maintenance of this erosion control item by means and methods approved by the Engineer. Any excavation required to complete the work shall be performed in accordance with Section 200 of the City of Colorado Springs Engineering Division Standard Specifications and will not be paid for separately, but shall be included in the related bid item.

**Bid Item No. 11: Construction Surveying (LS)**

a. Measurement

Construction Surveying will not be measured, but will be paid for on a lump sum basis. Construction surveying shall include all items of work involved in conducting construction staking and surveying.

Construction Surveying shall be in accordance with Section 625 of the CDOT Standard Specifications for Road and Bridge Construction, with the Revision of Section 625 – Construction Surveying, and with Colorado Springs General Provisions 108 and Special Provision 8.17 – Staking Work.

b. Payment

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

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

Copies of the Survey Records for all completed survey work shall be submitted to the Engineer prior to payment of the monthly estimate.

**Bid Item No. 12: Property Restoration (FA)**

a. Measurement

Property Restoration will not be measured, but will be paid for on a force account basis for the work performed and accepted by the Engineer as complying with the plans and specifications. The work may include, but is not limited to, items such as landscaping with the intent to restore areas adjacent to construction areas.

Property Restoration shall be in accordance with the City of Colorado Springs Engineering Division Standard Specifications and the CDOT Standard Specifications for Road and Bridge Construction. The Colorado Springs Specifications shall take precedence in the event of conflict between the two specifications.

b. Payment

Payment for Property Restoration shall be provided on a force account basis in accordance with subsection 109.04 of the CDOT Standard Specifications for Road and Bridge Construction and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work.

The Contractor shall be responsible for damage caused by construction operations to the environment, persons, or property. Expenditures associated with actions of the Contractor shall be borne by the Contractor at no cost to the project and the City of Colorado Springs.

**Bid Item No. 13: Minor Contract Revisions (FA)**

a. Measurement

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

b. Payment

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

## **SCHEDULE F**

### **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 Certification Regarding Debarment
- Exhibit 7 Restrictions on Lobbying Certification
- Exhibit 8 Non-Collusion Affidavit
- Exhibit 9 Equal Employment Status Report
- Exhibit 10 Notification of Utilities
- Exhibit 11 Scope of Work
- Exhibit 12 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.	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. <ul style="list-style-type: none"> <li>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.</li> <li>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.</li> </ul>
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. <ul style="list-style-type: none"> <li>a. The policy shall provide a waiver of subrogation.</li> <li>b. The insurance shall provide coverage for liability arising from theft, dissemination and/or use of confidential information stored or transmitted in electronic form.</li> <li>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</li> <li>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.</li> </ul>
6.	NA	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)*

## 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, 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 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 Oblige, hereinafter called the Oblige, in the sum of: (Insert Bid  
 Amount in Words) \_\_\_\_\_ (\$ \_\_\_\_\_ DOLLARS),

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

2. WHEREAS, the Principal has submitted to the Oblige,

a contract bid dated the \_\_\_\_\_ day of \_\_\_\_\_ For the following contract:  
 \_\_\_\_\_

3. NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT, If Principals bid is accepted by Oblige and  
 Principal is awarded the contract in whole or in part, and the Principal shall enter into the contract with the Oblige in  
 accordance with the terms of such bid, and give such Payment, Performance, and Maintenance bond or bonds as may be  
 specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such Contract and  
 for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal  
 to enter such contract and give such bond or bonds, if the Principal shall promptly pay to the Oblige the amount of this bond  
 as set forth herein above, then this obligation shall be null and void, otherwise this obligation to remain in full force and effect.

Signed and sealed on the dates set forth below:

\_\_\_\_\_  
 (Witness) FOR: \_\_\_\_\_  
 (Principals Name)

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

(Seal) This \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
 (Witness) FOR: \_\_\_\_\_  
 (Surety's Name)

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

(Seal) This \_\_\_\_\_ Day of \_\_\_\_\_

Bond # \_\_\_\_\_ This Bond  (is)  (is not) a SBA Guaranteed Bond.

**EXHIBIT 6 – 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:** \_\_\_\_\_

## EXHIBIT 7 – 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: \_\_\_\_\_

**EXHIBIT 8 – 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: \_\_\_\_\_

**EXHIBIT 9 – EQUAL OPPORTUNITY 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 \_\_\_\_\_

## **EXHIBIT 10 – 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 11 – SCOPE OF WORK**

This project consists of installing new fabricated and pre-fabricated trash racks on a pond outlet structure and storm system, and grading revisions along the access road in accordance with Exhibit 12, Construction Plan Set.



**GENERAL NOTES:**

- 1 EXCAVATION REQUIRED FOR COMPACTION OF BASES OF CUTS AND FILLS WILL BE CONSIDERED AS SUBSIDIARY TO THAT OPERATION AND WILL NOT BE PAID FOR SEPARATELY.
- 2 UNLESS OTHERWISE STATED, ALL COMPACTION SHALL BE PER SECTION 200 OF THE CITY SPECIFICATIONS.
- 3 ANY EXCAVATION SHALL BE DEWATERED TO THE EXTENT REQUIRED FOR CONSTRUCTION OPERATIONS TO PROCEED UNDER DRY CONDITIONS. DIKES, CHANNELS, FLUMES, DRAINS, SUMPS, PUMPING EQUIPMENT, AND OTHER TEMPORARY DIVERSION AND PROTECTIVE WORKS SHALL BE CONSTRUCTED, FURNISHED, INSTALLED, OPERATED, AND MAINTAINED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. ALL COSTS TO OBTAIN REQUIRED DEWATERING AND DISCHARGE PERMITS SHALL BE INCLUDED IN THE WORK.
- 4 WATER SHALL BE USED AS A DUST CONTROL WHERE REQUIRED. THIS WILL NOT BE PAID FOR SEPARATELY, BUT SHALL BE INCLUDED IN THE WORK.
- 5 UNDER NO CIRCUMSTANCES WILL ANY EXCESS MATERIAL BE DISPOSED OF IN WETLANDS OR WATERWAYS. THE CONTRACTOR SHALL SUBMIT A DISPOSAL PLAN TO THE ENGINEER FOR APPROVAL.
- 6 THE CONTRACTOR SHALL LIMIT CONSTRUCTION ACTIVITIES TO THOSE AREAS WITHIN THE LIMITS OF DISTURBANCE AND TOES OF SLOPES AS SHOWN IN THE PLANS AND CROSS-SECTIONS. ANY DISTURBANCE BEYOND THESE LIMITS SHALL BE RESTORED TO THE ORIGINAL CONDITION AT THE CONTRACTOR'S EXPENSE. CONSTRUCTION ACTIVITIES, IN ADDITION TO THE NORMAL CONSTRUCTION PROCEDURES, SHALL INCLUDE VEHICLE AND EQUIPMENT PARKING, DISPOSAL OF LITTER, AND ANY OTHER ACTIVITY WHICH WOULD ALTER EXISTING CONDITIONS.
- 7 UNLESS OTHERWISE SPECIFIED, REMOVALS SHALL BECOME THE PROPERTY OF THE CONTRACTOR. REMOVALS SHALL BE DISPOSED OF OUTSIDE OF THE PROJECT LIMITS, UNLESS OTHERWISE APPROVED BY THE ENGINEER.
- 8 CLEARING AND GRUBBING WILL BE REQUIRED FOR THIS PROJECT AND WILL BE PAID FOR AS CLEARING AND GRUBBING (LS). REMOVAL OF SHRUBS WILL NOT BE PAID FOR SEPARATELY, BUT SHALL BE INCLUDED IN THE COST OF CLEARING AND GRUBBING. TREES WITH A DIAMETER LESS THAN 3" SHALL BE INCLUDED IN THE COST OF CLEARING AND GRUBBING.
- 9 BASED ON CURRENT INFORMATION THERE ARE NO KNOWN UTILITIES IN THE PROJECT AREA. THE CONTRACTOR IS RESPONSIBLE FOR MAKING ALL DETERMINATIONS AS TO THE TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO.
- 10 IF ANY UTILITIES ARE FOUND IN THE PROJECT AREA THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING AND COORDINATING WITH THE APPROPRIATE UTILITY REPRESENTATIVES, TO BE ON SITE DURING ALL CONSTRUCTION ACTIVITY AND SHALL LIKEWISE BE RESPONSIBLE FOR DETERMINING THE TYPE AND LOCATION OF UNDERGROUND UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO.
- 11 THE CONTRACTOR SHALL MAINTAIN DRAINAGE DURING CONSTRUCTION AS DIRECTED BY THE ENGINEER. THE REPAIR OF DAMAGES RESULTING FROM DRAINAGE AND RUNOFF IS SOLELY THE RESPONSIBILITY OF THE CONTRACTOR AND COST SHALL BE INCLUDED IN THE WORK.
- 12 THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF THE WORK. ANY CONCRETE SUFFERING DAMAGE SUCH AS GRAFFITI, TACK COAT SPRAY, FOOTPRINTS, RAIN DAMAGE, ETC. WILL BE REMOVED AND REPLACED BY THE CONTRACTOR AT THE CONTRACTOR'S COST PRIOR TO FINAL ACCEPTANCE PAYMENT. IF ANY CONCRETE MUST BE REPLACED BECAUSE OF RAVELING AT THE JOINTS, RANDOM CRACKING, FOOTPRINTS, GRAFFITI, ETC. THE ENTIRE SLAB OR STONE MUST BE REPLACED AT THE CONTRACTOR'S EXPENSE.
- 13 THE CONTRACTOR SHALL PROTECT ALL EXISTING SURVEY MONUMENTATION DESIGNATED TO REMAIN FROM DAMAGE DURING CONSTRUCTION OPERATIONS. ANY MONUMENTS DISTURBED BY THE CONTRACTOR THAT ARE NOT DESIGNATED FOR RELOCATION SHALL BE RESET AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR AND ENGINEER SHALL NOTE THOSE MONUMENTS IN THE FIELD PRIOR TO CONSTRUCTION.
- 14 THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL DRIVEWAYS AND FIELD APPROACHES AT ALL TIMES DURING CONSTRUCTION, UNLESS OTHERWISE APPROVED BY THE ENGINEER.
- 15 CONTRACTOR TO COORDINATE WITH THE CITY ENGINEER TO OBTAIN SURVEY CONTROL FOR PROJECT COORDINATES.

SUMMARY OF APPROXIMATE QUANTITIES			
ITEM NO.	DESCRIPTION	QTY	UNIT
1	MOBILIZATION	1	LS
2	CLEARING & GRUBBING	1	LS
3	UNCLASSIFIED EXCAVATION	70	CY
4	TRASH RACK AND DEBRIS DEFLECTOR	1	LS
5	AGGREGATE BASE COURSE (CLASS 6)	38	CY
6	CLEAN INLET	1	EA
7	STORMRAX PEAK ROOF	1	EA
8	FES TRASH GUARD	1	EA
9	PERMENANT SEEDING	0.1	AC
10	EROSION CONTROL	1	LS
11	CONSTRUCTION SURVEY	1	LS
12	PROPERTY RESOTRATION	1	FA
13	MINOR CONTRACT REVISIONS	50000	FA

SUMMARY OF APPROXIMATE EROSION CONTROL QUANTITIES (FOR INFORMATION ONLY)			
ITEM NO.	DESCRIPTION	QTY	UNIT
1	VEHICLE TRACKING CONTROL	1	EA
2	CONSTRUCTION FENCE	100	LF
3	INLET PROTECTION (CURB SOCK)	2	EA
4	CONCRETE WASHOUT AREA	1	EA
5	SEDIMENT CONTROL LOG	50	LF
6	EROSION CONTROL SUPERVISOR	5	DAYS

PERMANENT SEED MIX			
SCIENTIFIC NAME	COMMON NAME	% OF MIX	PLS LBS./ACRE
BOUTELOUA GRACILIS	BLUE GRAMA-BAD RIVER	5	0.4
BOUTELOUA GRACILIS	BLUE GRAMA-HACHITA	5	0.4
PASCOPYRUM SMITHII	WESTERN WHEATGRASS-ARRIBA	25	5.9
BOUTELOUA CURTIPENDULA	SIDEOATS GRAMA-VAUGHN	25	2.1
SCHIZACHYRIUM SCOPARIUM	LITTLE BLUESTEM-PASTURA	6	1
ORYZOPSIS HYMENOIDES	INDIAN RICEGRASS-PALOMA	5	1.5
BUCHLOE DACTYLOIDES	BUFFALOGRASS-TEXOKA	7	0.5
NASELLA VIRIDULA	GREEN NEEDLEGRASS-LODORM	6	0.9
ANDROPOGON GERARDII	BIG BLUESTEM-CHAMP	6	1.2
SORGHASTRUM NUTANS	YELLOW INDIANGRASS-CHEYENNE OR HOLT	6	0.9
KOELERIA MACRANTHA	JUNEGRASS-VNS	4	0.05
AVENA SATIVA 'MONIDA'	OATS-MONIDA	22.6	6

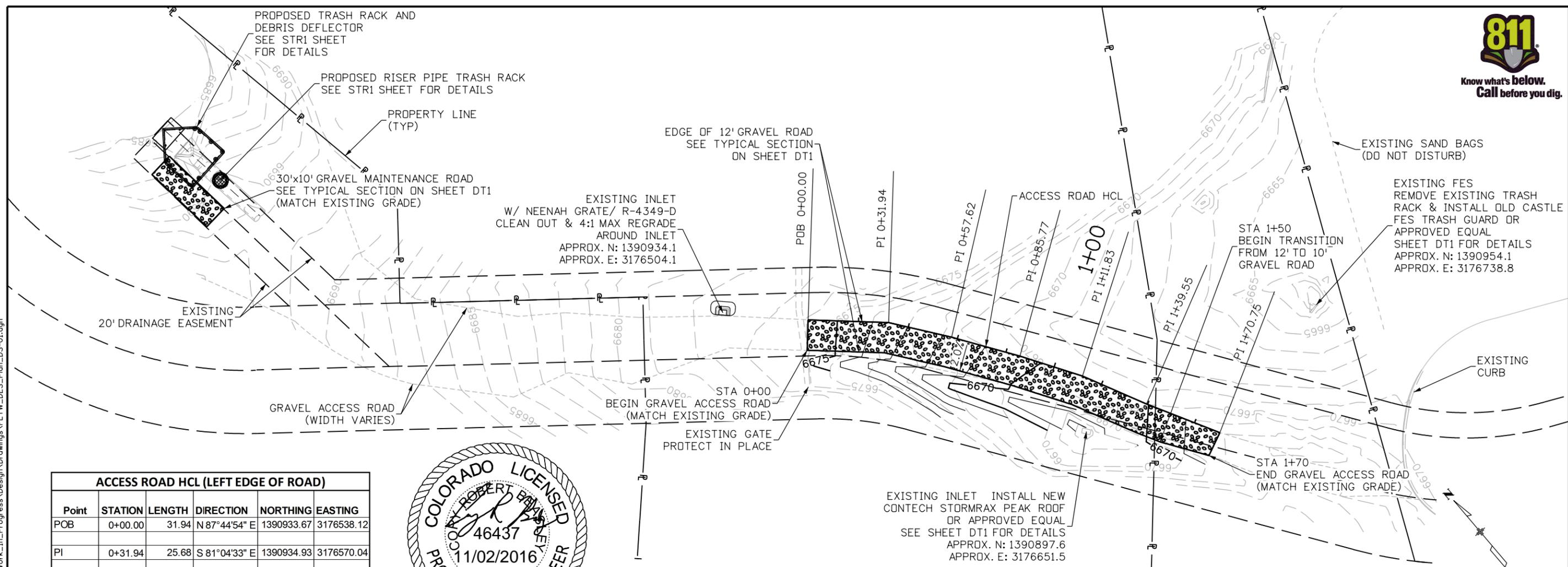


C:\p\whdruscen01\HDR\_US\_Central\_01\Documents\6062\10040293\6\_0\_CAD\_BIM\6.2\_Work\_In\_Progress\Design\Drawings\MDN\_DES\_Notes\_GN-01.dgn

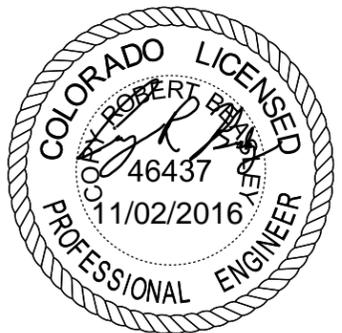
<b>Computer File Information</b> Print Date: 10/28/2016 File Name: MDN_DES_Notes_GN-01.dgn Horiz. Scale: 1:1 Unit Information Unit Information	<b>STATEMENT:</b> THE CITY OF COLORADO SPRINGS RECOGNIZES THE DESIGN ENGINEER AS HAVING RESPONSIBILITY FOR THE DESIGN. THE CITY HAS LIMITED ITS SCOPE OF REVIEW ACCORDINGLY.	SCALE: HORIZ. N/A VERT. N/A BENCHMARK: _____	<b>Index of Revisions</b> <table border="1"> <thead> <tr> <th>No.</th> <th>Description</th> <th>Date</th> </tr> </thead> <tbody> <tr><td>1</td><td></td><td></td></tr> <tr><td>2</td><td></td><td></td></tr> <tr><td>3</td><td></td><td></td></tr> <tr><td>4</td><td></td><td></td></tr> </tbody> </table>	No.	Description	Date	1			2			3			4			 30 S Nevada Colorado Springs, CO 80903 Phone: 719-385-5918 Structure: Sheet Subset: GENERAL Subset Sheets: GEN2 OF 2	 2060 Briargate Parkway, Suite 120 Colorado Springs, CO 80920 Phone: 719-272-8800 Designer: CRB Date: 10/28/16 Cadd: CRB Date: 10/28/16 Checker: EVS Date: 10/28/16	PROJECT: AUTISM CENTER POND OUTLET MODIFICATOIN PROJECT STREET: FIELDSTONE ROAD GENERAL NOTES & SDAQ DRAINAGE BASIN: SOUTH DOUGLAS CREEK JOB NO. _____ SHEET 2 OF 6
No.	Description	Date																			
1																					
2																					
3																					
4																					



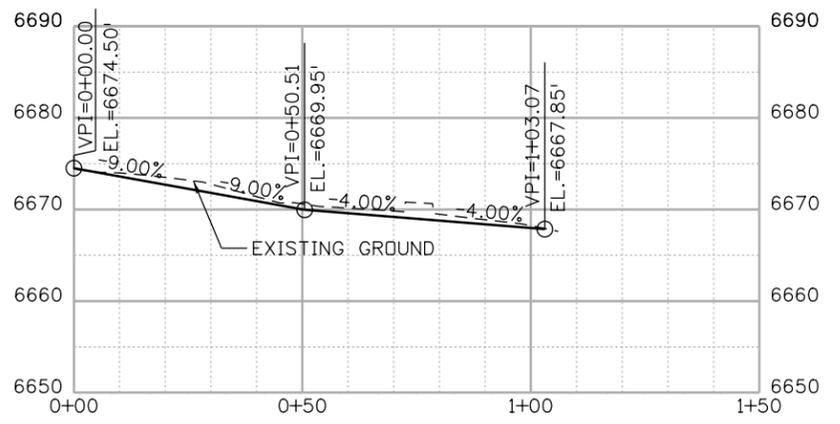
CBEASLEY 4:05:14 PM p:\p\whdrcen01\HDR\_US\_Central\_01\Documents\6062\10040293\6.0\_CAD\_BIM\6.2\_Work\_In\_Progress\Design\Drawings\FLYW\_DES\_Plan\_DS-01.dgn



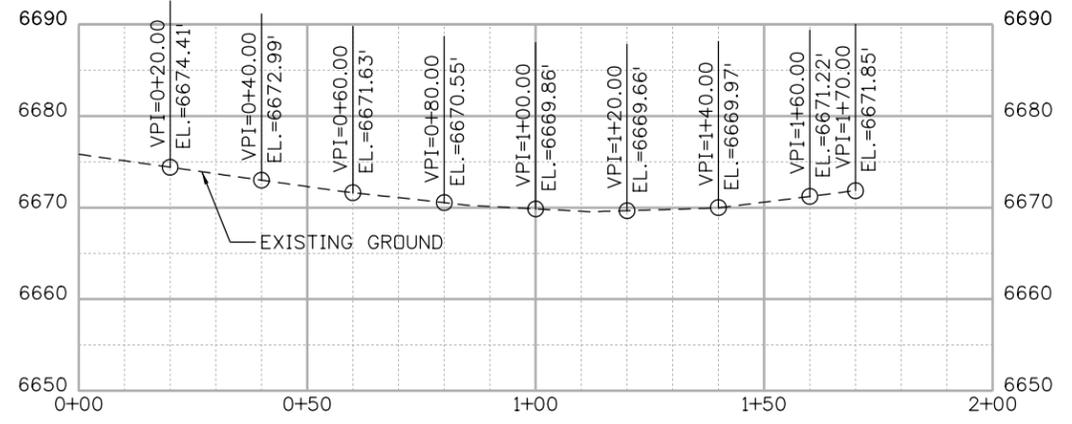
ACCESS ROAD HCL (LEFT EDGE OF ROAD)					
Point	STATION	LENGTH	DIRECTION	NORTHING	EASTING
POB	0+00.00	31.94	N 87°44'54" E	1390933.67	3176538.12
PI	0+31.94	25.68	S 81°04'33" E	1390934.93	3176570.04
PI	0+57.62	28.15	S 78°44'43" E	1390930.94	3176595.41
PI	0+85.77	26.06	S 76°27'45" E	1390925.45	3176623.02
PI	1+11.83	27.72	S 70°36'19" E	1390919.35	3176648.35
PI	1+39.55	31.2	S 72°51'57" E	1390910.15	3176674.50
PI	1+70.75	10	S 76°47'36" E	1390900.95	3176704.31
PI	1+80.75	12.64	S 77°55'44" E	1390898.67	3176714.05
PI	1+93.39	15.53	S 72°51'39" E	1390896.03	3176726.41
PI	2+08.92	15.11	S 81°56'09" E	1390891.45	3176741.25
PI	2+24.04	16.91	N 89°19'21" E	1390889.33	3176756.22
PI	2+40.95	7.21	N 40°36'17" E	1390889.53	3176773.13
POE	2+48.15			1390895.00	3176777.82



**AUTISM CENTER POND PLAN VIEW**



**DITCH PROFILE (LEFT BOTTOM)**  
DITCH FOLLOWS ACCESS ROAD HCL



**LT ACCESS ROAD PROFILE**  
STA: 0+00 TO 1+70  
NOTE: FOR REFERENCE ONLY  
MATCH EXISTING GROUND

Computer File Information	
Print Date:	10/28/2016
File Name:	FLYW_DES_Plan_DS-01.dgn
Horiz. Scale:	1:40
Unit Information	
Unit Information	

STATEMENT:  
THE CITY OF COLORADO SPRINGS RECOGNIZES THE DESIGN ENGINEER AS HAVING RESPONSIBILITY FOR THE DESIGN. THE CITY HAS LIMITED ITS SCOPE OF REVIEW ACCORDINGLY.

SCALE: HORIZ. 1"=30' VERT. 1"=10'  
BENCHMARK: \_\_\_\_\_

Index of Revisions		
No.	Description	Date
1		
2		
3		
4		

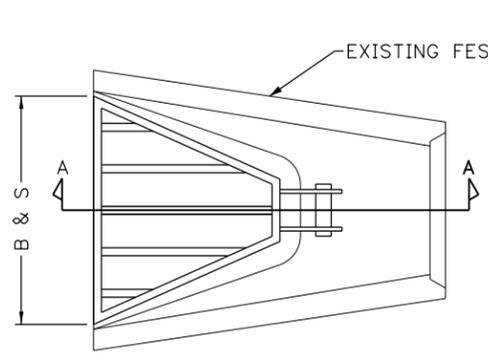
**COLORADO SPRINGS**  
30 S Nevada  
Colorado Springs, CO 80903  
Phone: 719-385-5918

Structure: \_\_\_\_\_  
Sheet Subset: ROADWAY  
Subset Sheets: RD1 OF 1

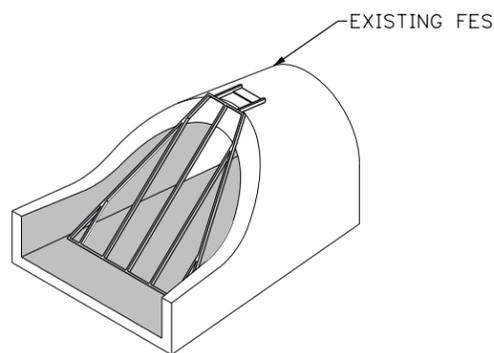
**HDR**  
2060 Briargate Parkway, Suite 120  
Colorado Springs, CO 80920  
Phone: 719-272-8800

Designer: CRB Date: 10/28/16  
Cadd: CRB Date: 10/28/16  
Checker: EVS Date: 10/28/16

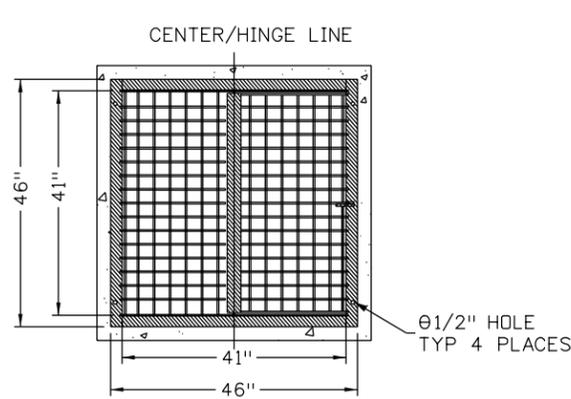
PROJECT: AUTISM CENTER POND OUTLET MODIFICATION  
STREET: FIELDSTONE ROAD  
ACCESS ROAD PLAN  
DRAINAGE BASIN: SOUTH DOUGLAS CREEK  
JOB NO. \_\_\_\_\_ SHEET 3 OF 6



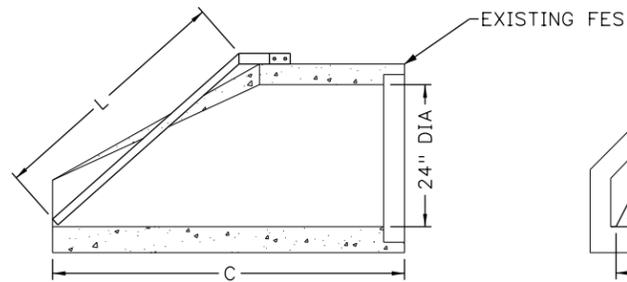
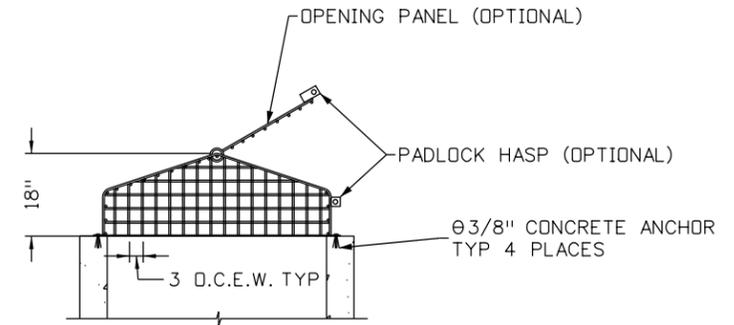
PLAN VIEW



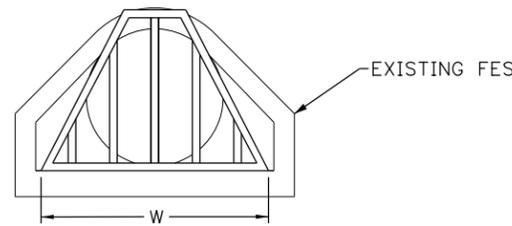
ISOMETRIC VIEW  
(FOR REFERENCE ONLY)



CONTECH STORMRAX PEAK ROOF  
OR APPROVED EQUAL  
(NOT TO SCALE)



SECTION A-A



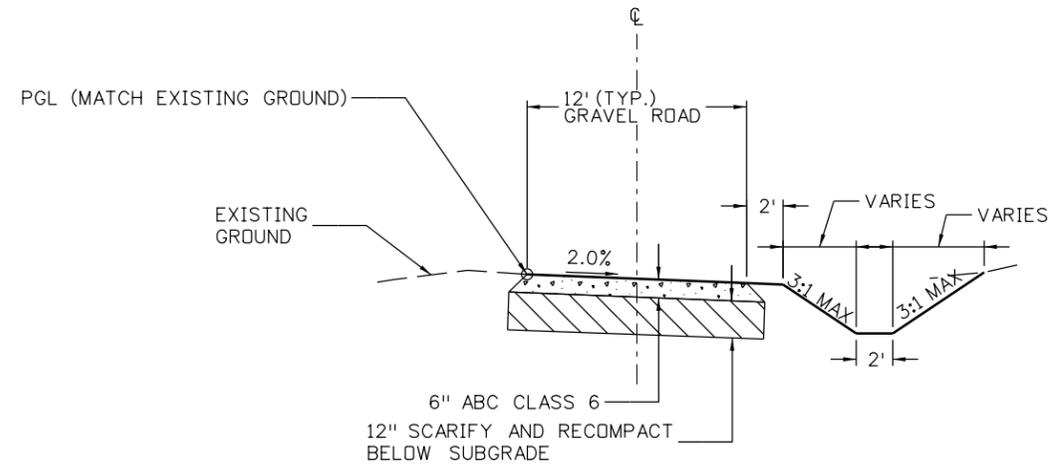
END VIEW

Pipe Diameter	Trash Rack Width W (in.)	Trash Rack Length L (in.)	Total # of Bars B	Bar Spacing S (in.)
12"	21.00"	30.00"	3	6.0"
15"	28.00"	32.00"	3	6.5"
18"	33.00"	34.00"	3	8.0"
24"	40.00"	47.50"	5	8.0"
30"	55.00"	63.00"	5	9.0"
36"	58.00"	71.25"	6	8.0"
42"	64.00"	76.00"	7	8.0"
48"	70.00"	82.75"	9	8.0"
54"	84.00"	84.00"	14	6.0"
60"	94.00"	90.00"	22	6.0"
72"	106.0"	106.0"	22	6.0"

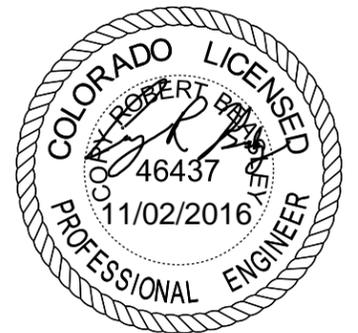
OLD CASTLE FES TRASH GUARD  
OR APPROVED EQUAL  
(NOT TO SCALE)

**NOTE:**

EXISTING TRASH RACK TO BE REMOVED AND LEGALLY DISPOSED OF BY THE CONTRACTOR. THIS IS INCLUDED IN THE COST OF THE FES TRASH GUARD WORK.



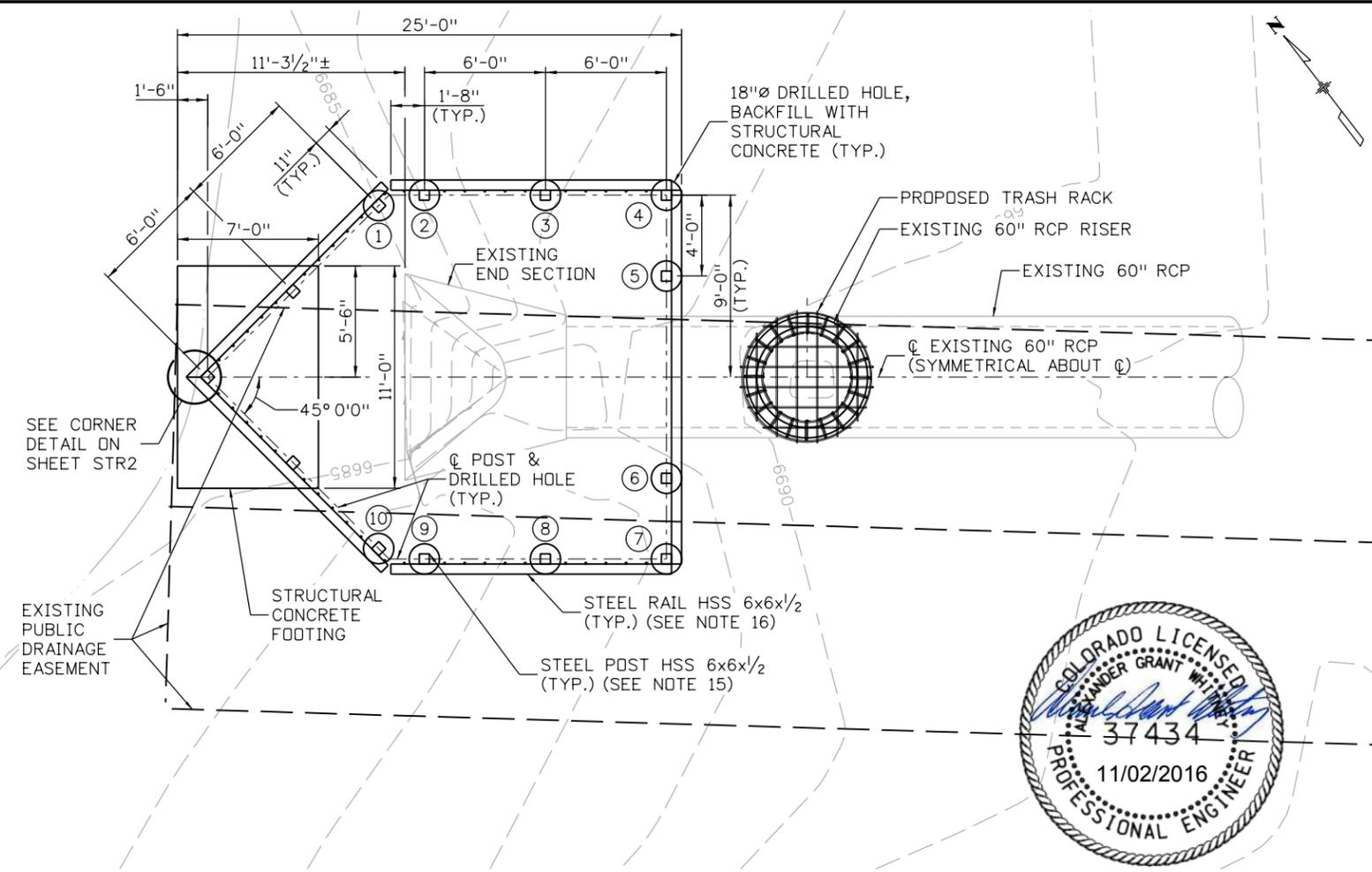
TYPICAL SECTION GRAVEL ACCESS ROAD  
(NOT TO SCALE)



C:\B\ASLEY\_4:05:20 PM.pw:\p\whdruscen01\HDR\_US\_Central\_01\Documents\6062\10040293\6\_0\_CAD\_BIM\6.2\_Work\_In\_Progress\Design\Drawings\FLYW\_DES\_Detail\_DT-01.dgn

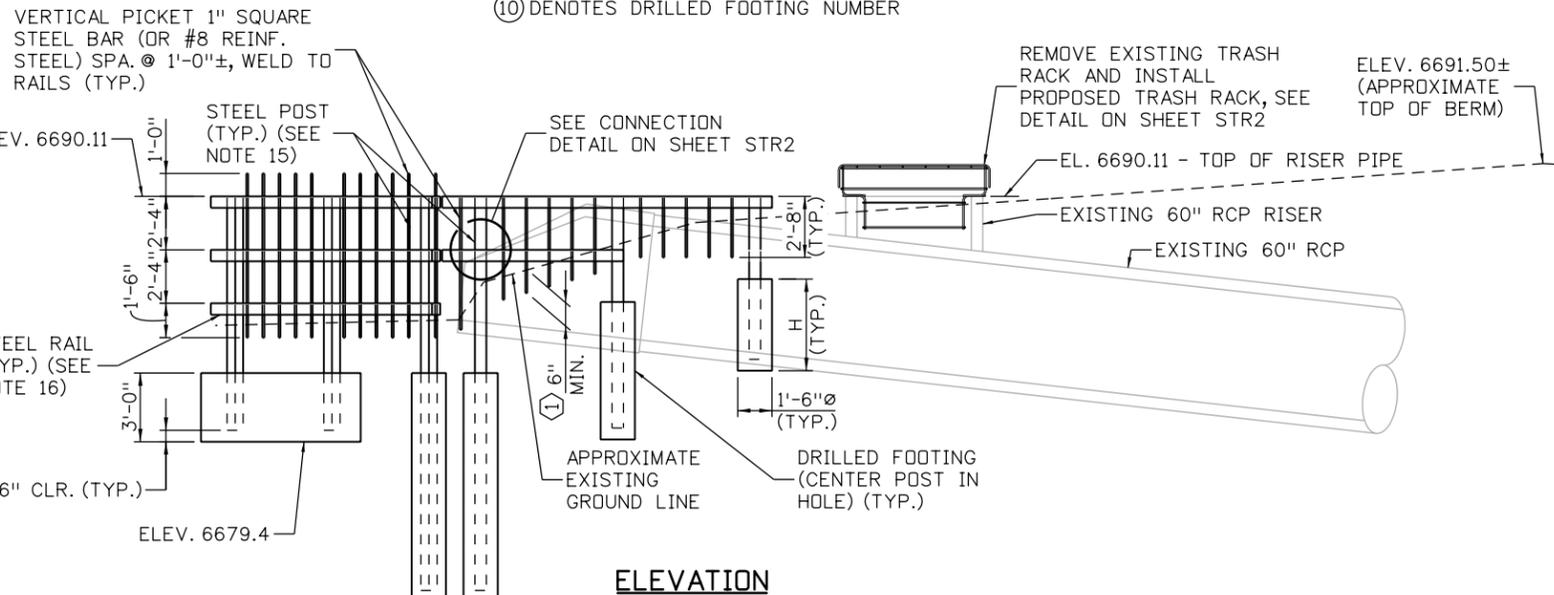
<b>Computer File Information</b> Print Date: 10/28/2016 File Name: FLYW_DES_Detail_DT-01.dgn Horiz. Scale: 1:10 Unit Information Unit Information		STATEMENT: THE CITY OF COLORADO SPRINGS RECOGNIZES THE DESIGN ENGINEER AS HAVING RESPONSIBILITY FOR THE DESIGN. THE CITY HAS LIMITED ITS SCOPE OF REVIEW ACCORDINGLY.	SCALE: HORIZ. 1"=30' VERT. 1"=10' BENCHMARK: _____	<b>Index of Revisions</b> <table border="1"> <thead> <tr> <th>No.</th> <th>Description</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td>1</td> <td></td> <td></td> </tr> <tr> <td>2</td> <td></td> <td></td> </tr> <tr> <td>3</td> <td></td> <td></td> </tr> <tr> <td>4</td> <td></td> <td></td> </tr> </tbody> </table>	No.	Description	Date	1			2			3			4			 30 S Nevada Colorado Springs, CO 80903 Phone: 719-385-5918 <b>HDR</b> 2060 Briargate Parkway, Suite 120 Colorado Springs, CO 80920 Phone: 719-272-8800 Structure: Sheet Subset: DETAIL Subset Sheets: DT1 OF 1 Designer: CRB Date: 10/28/16 Cadd: CRB Date: 10/28/16 Checker: EVS Date: 10/28/16	PROJECT: AUTISM CENTER POND OUTLET MODIFICATION STREET: FIELDSTONE ROAD TYPICAL SECTION & DETAILS DRAINAGE BASIN: SOUTH DOUGLAS CREEK JOB NO. _____ SHEET 4 OF 6
No.	Description	Date																			
1																					
2																					
3																					
4																					

ESCHAWD 12:38:55 PM p:\p\h\druscen01\HDR\_US\_Central\_01\Documents\6062\10040293\6\_0\_CAD\_BIM\6.2\_Work\_In\_Progress\Bridges\Drawings\FLYW\_BRDG\_RCPDebris\_GenLyt-01.dgn



**DEBRIS DEFLECTOR PLAN**

⑩ DENOTES DRILLED FOOTING NUMBER



**ELEVATION**

**NOTES:**

- UTILITIES HAVE NOT BEEN LOCATED. DO NOT START CONSTRUCTION PRIOR TO LOCATING.
- CONTRACTOR SHALL MAINTAIN STABILITY OF THE STRUCTURE DURING CONSTRUCTION.
- USE ON-SITE MATERIALS TO BACKFILL FOOTING. SEE SHEET STR2 FOR COMPACTION REQUIREMENTS
- DEWATER RECTANGULAR FOOTING PRIOR TO PLACING CONCRETE. SEE SECTION 600 OF THE SPECIFICATIONS FOR CONSTRUCTING DRILLED HOLE CONCRETE FOOTINGS.
- REINFORCING STEEL SHALL BE GRADE 60 AND CONFORM TO SECTION 600 OF THE SPECIFICATIONS. REINFORCING STEEL MAY BE CUT TO LENGTH AND BENT IN THE FIELD.
- SEE SHEET STR2 FOR CONNECTION, WELD, AND FOOTING DETAILS.
- CONCRETE FOR FOOTINGS SHALL BE STRUCTURAL CONCRETE, MIN F'c = 4000 PSI (SEE SPECIFICATIONS).
- DEBRIS DEFLECTOR SHALL BE CONSTRUCTED IN ACCORDANCE WITH SECTION 600 OF THE SPECIFICATIONS.
- STEEL FOR STRUCTURAL TUBES SHALL BE ASTM A500 GRADE B, FY = 46 KSI. STEEL FOR SQUARE BARS SHALL BE ASTM A709 GRADE 36. HIGHER STRENGTH STEEL MAY BE SUBSTITUTED WITH THE APPROVAL OF THE ENGINEER (SEE SPECIFICATIONS).  
 WITH THE APPROVAL OF THE ENGINEER, STRUCTURAL TUBES FOR POSTS AND RAILS WITH SIDE DIMENSIONS UP TO 8" MAY BE SUBSTITUTED, AT NO ADDITIONAL COST, PROVIDED THE TUBE AREA AND SECTION PROPERTIES MATCH OR EXCEED THE AS-DESIGNED TUBES. THE AS-DESIGNED TUBE SECTION PROPERTIES ARE:  
 A = 9.74 IN<sup>2</sup>  
 I = 48.3 IN<sup>4</sup> (EACH AXIS)  
 S = 16.1 IN<sup>3</sup> (EACH AXIS)
- DEBRIS DEFLECTOR MAY BE SHOP OR FIELD FABRICATED AS NOTED IN THE SPECIFICATIONS.
- TRASH RACK MAY BE SHOP OR FIELD FABRICATED AS NOTED IN THE SPECIFICATIONS.
- PLACE EXISTING TRASH RACK (TO BE REMOVED) NEXT TO RCP SECTIONS ON THE SOUTH SIDE OF THE POND. DO NOT DAMAGE EXISTING TRASH RACK DURING REMOVAL. EXISTING TRASH RACK REMAINS THE PROPERTY OF THE CITY.
- DRILLED HOLES FOR FOOTINGS MAY REQUIRE TEMPORARY CASING. SLURRY WILL NOT BE ALLOWED.
- PROJECT SPECIFIC GEOTECHNICAL DATA HAS NOT BEEN OBTAINED. GEOTECHNICAL DATA FROM THE ORIGINAL CONSTRUCTION OF THE POND AND AUTISM CENTER IS AVAILABLE FROM THE CITY.
- FILL POST TUBES WITH NON-SHRINK GROUT SEE SECTION 635.15 OF THE SPECIFICATIONS.
- DRILL 3/4" DIAMETER DRAIN HOLES IN BOTTOM SIDE OF STEEL TUBE RAILS, ONE HOLE BETWEEN EACH POST.

**DRILLED FOOTING TABLE**

NO.	BOTTOM ELEV.	HEIGHT (H)
1, 2, 9, 10	6672.4	10'-0"
3, 8	6679.5	6'-0"
4-7	6682.5	4'-0"

**FOR INFORMATION ONLY  
APPROXIMATE LUMP SUM QUANTITY BREAKDOWN**

DESCRIPTION	UNIT	QTY
① STRUCTURE EXCAVATION	CY	30
② STRUCTURAL CONCRETE (RECTANGULAR FOOTING)	CY	9
③ STRUCTURAL CONCRETE (DRILLED HOLES)	CY	5
④ REINFORCING STEEL (NON-EPOXY)	LB	830
⑤ STRUCTURAL STEEL	LB	11600
⑥ NON-SHRINK GROUT	CF	23

**NOTES:**

- INCLUDES EXCAVATION FOR RECTANGULAR FOOTING AND DRILLED HOLES
- INCLUDES CONCRETE FOR RECTANGULAR FOOTING.
- CONCRETE IN DRILLED HOLES
- INCLUDES REINFORCING FOR FOOTINGS AND FABRICATED TRASH RACK
- FOR STEEL TUBE POSTS, RAILS, AND PICKETS
- FOR FILLING POST TUBES

**KEYNOTES:**

- PICKETS SHALL BE EMBEDDED 6 INCHES MINIMUM INTO EXISTING GROUND.



Know what's below.  
Call before you dig.

**Computer File Information**

Print Date: 10/28/2016

File Name: FLYW\_BRDG\_RCPDebris\_GenLyt-01.dgn

Horiz. Scale: 1:8

Unit Information

STATEMENT:  
 THE CITY OF COLORADO SPRINGS  
 RECOGNIZES THE DESIGN ENGINEER  
 AS HAVING RESPONSIBILITY FOR THE  
 DESIGN. THE CITY HAS LIMITED ITS  
 SCOPE OF REVIEW ACCORDINGLY.

SCALE: HORIZ. AS SHOWN VERT. N/A  
 BENCHMARK: \_\_\_\_\_

**Index of Revisions**

No.	Description	Date
1		
2		
3		
4		

**COLORADO SPRINGS**

30 S Nevada  
 Colorado Springs, CO 80903  
 Phone: 719-385-5918

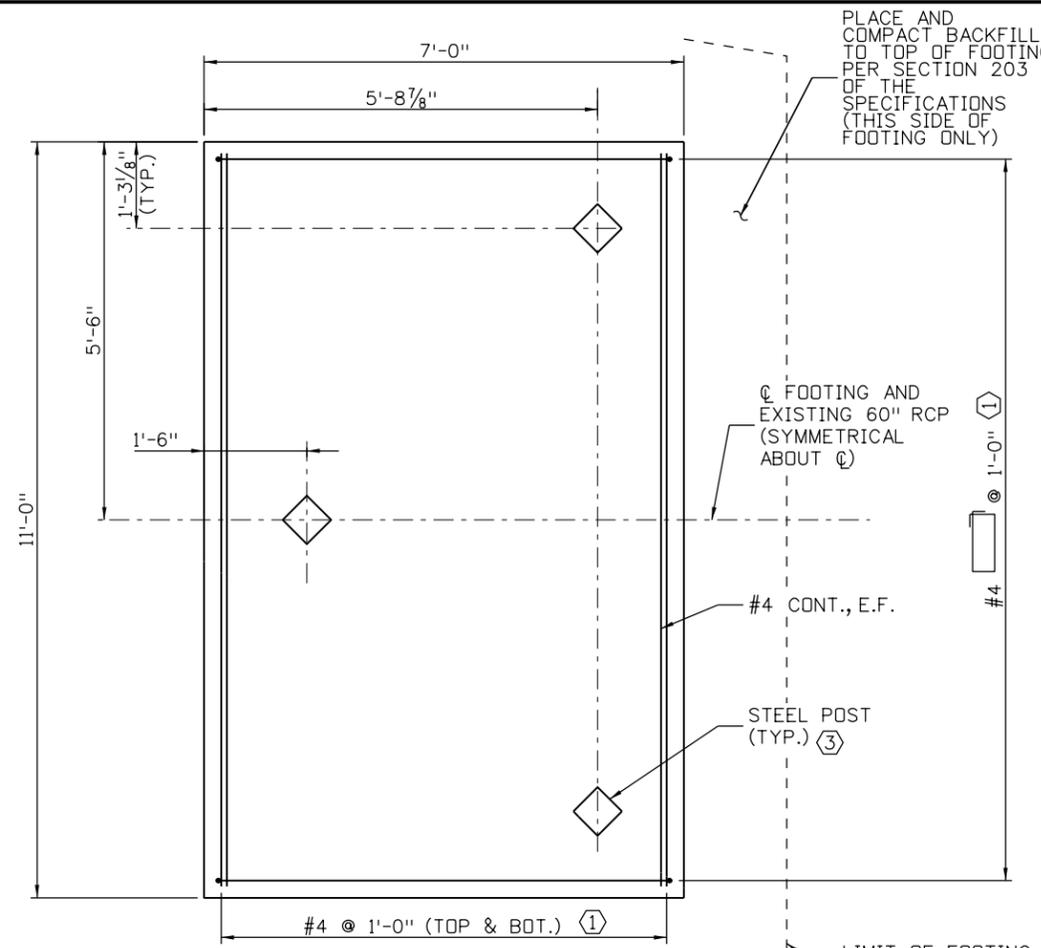
2060 Briargate Parkway, Suite 120  
 Colorado Springs, CO 80920  
 Phone: 719-272-8800

Structure:  
 Sheet Subset: STRUCTURE  
 Subset Sheets: STR1 OF 2

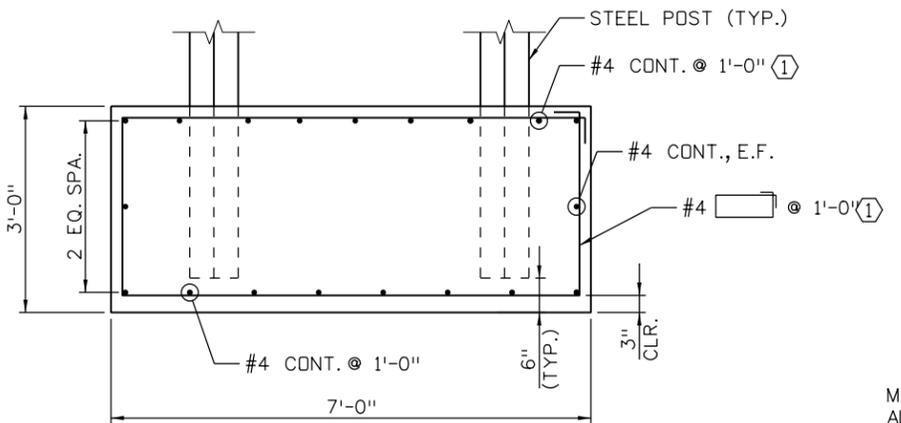
Designer: LAS Date: 10/28/16  
 Cadd: ERS Date: 10/28/16  
 Checker: AGW Date: 10/28/16

PROJECT: AUTISM CENTER POND OUTLET MODIFICATION  
 STREET: FIELDSTONE ROAD  
 TRASH RACK AND DEBRIS DEFLECTOR GENERAL LAYOUT  
 DRAINAGE BASIN: SOUTH DOUGLAS CREEK  
 JOB NO. \_\_\_\_\_ SHEET 5 OF 6

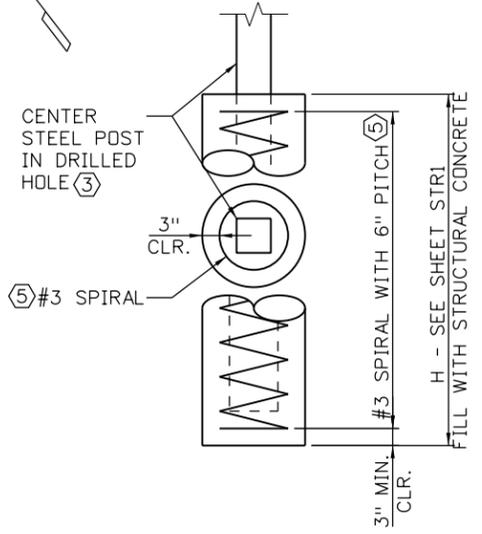
ESCHAWD 2:31:41 PM p:\pwhruscen01\HDR\_US\_Central\_01\Documents\6062\10040293\6.0\_CAD\_BIM\6.2\_Work\_In\_Progress\Bridge\Drawings\FLYW\_BRDG\_RCPDebris\_Det-01.dgn



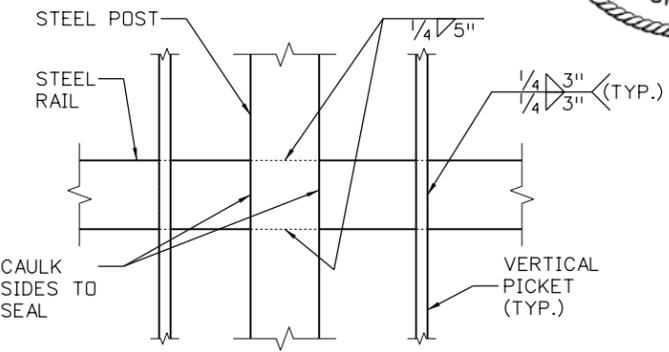
**STRUCTURAL CONCRETE FOOTING REINFORCING PLAN**



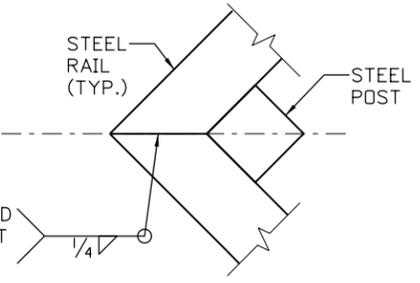
**STRUCTURAL CONCRETE FOOTING REINFORCING SECTION**



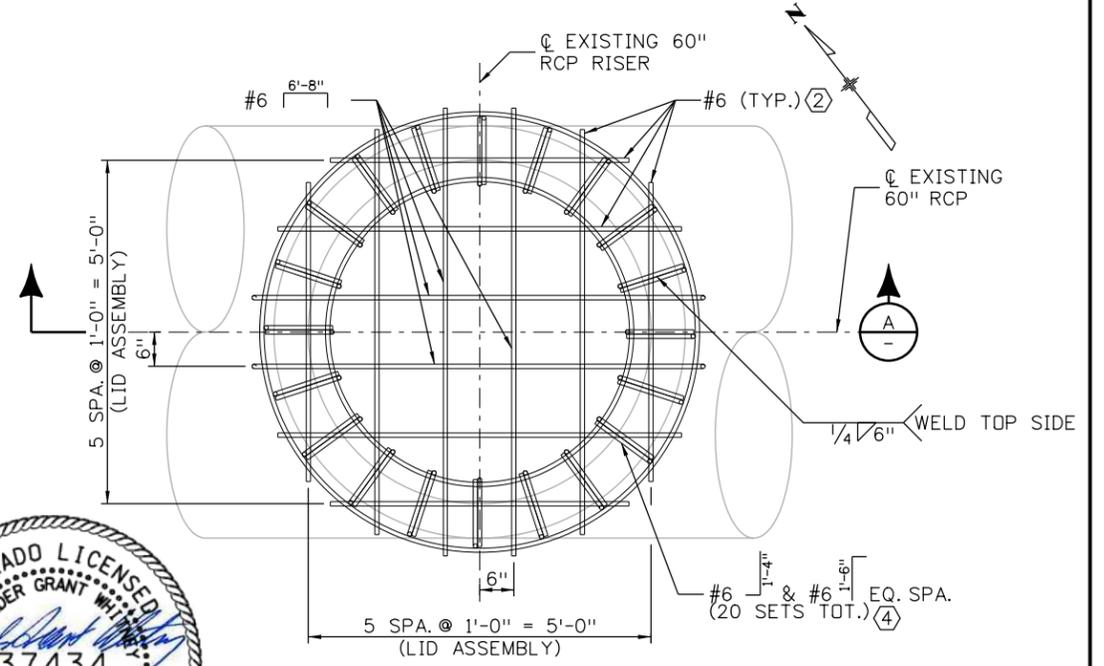
**DRILLED FOOTING DETAIL**



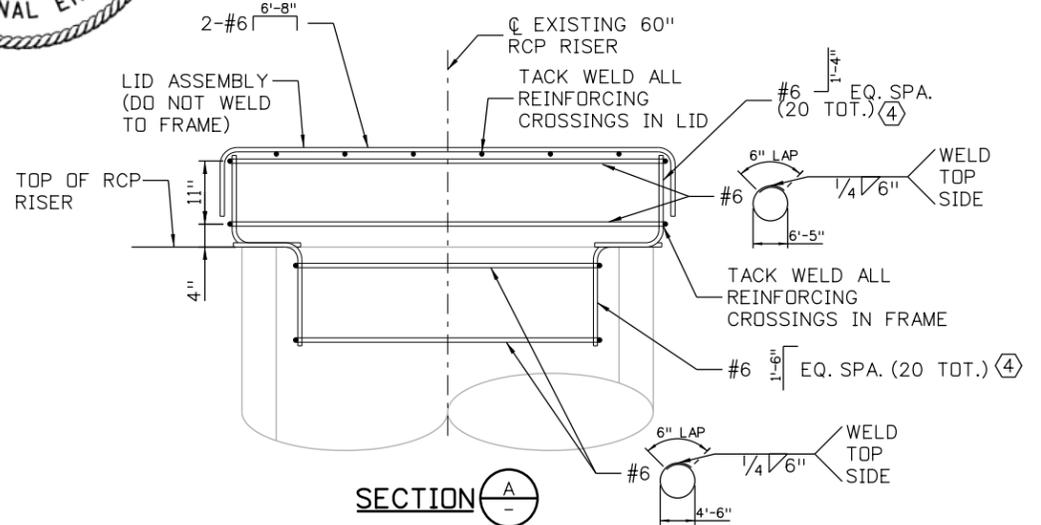
**RAIL CONNECTION DETAIL (LOOKING AT INTERIOR FACE OF DEBRIS DEFLECTOR)**



**RAIL CORNER DETAIL**



**TRASH RACK PLAN**



**SECTION A-A**

(FOR CLARITY, VERTICAL BARS BEYOND SECTION CUT NOT SHOWN)

**KEYNOTES:**

- 1 ADJUST SPACING AS NEEDED TO MAINTAIN CLEARANCES AROUND POSTS.
- 2 EXTEND 1 INCH PAST CIRCULAR BARS.
- 3 ORIENTATION OF POSTS WITH RAILS IS CRITICAL TO WELDING POSTS TO RAILS. CONNECTING RAILS TO POSTS FOR FIT-UP IS RECOMMENDED PRIOR TO PLACING CONCRETE.
- 4 A SINGLE #6 BAR MAY BE SUBSTITUTED FOR THE 2-#6 BARS WELDED TOGETHER.
- 5 CONTRACTOR MAY SUBSTITUTE EQUIVALENT WELDED WIRE FABRIC FOR SPIRAL.



**Computer File Information**

Print Date: 10/28/2016  
File Name: FLYW\_BRDG\_RCPDebris\_Det-01.dgn  
Horiz. Scale: 1:2.66667  
Unit Information

STATEMENT:  
THE CITY OF COLORADO SPRINGS RECOGNIZES THE DESIGN ENGINEER AS HAVING RESPONSIBILITY FOR THE DESIGN. THE CITY HAS LIMITED ITS SCOPE OF REVIEW ACCORDINGLY.

SCALE: HORIZ. AS SHOWN VERT. N/A  
BENCHMARK:

**Index of Revisions**

No.	Description	Date
1		
2		
3		
4		

**COLORADO SPRINGS**  
30 S Nevada  
Colorado Springs, CO 80903  
Phone: 719-385-5918

**HDR**  
2060 Briargate Parkway, Suite 120  
Colorado Springs, CO 80920  
Phone: 719-272-8800

Structure:  
Sheet Subset: STR2 OF 2  
Subset Sheets:

Designer: LAS Date: 10/28/16  
Cadd: ERS Date: 10/28/16  
Checker: AGW Date: 10/28/16

PROJECT: AUTISM CENTER POND OUTLET MODIFICATION  
STREET: FIELDSTONE ROAD  
TRASH RACK AND DEBRIS DEFLECTOR DETAILS  
DRAINAGE BASIN: SOUTH DOUGLAS CREEK  
JOB NO. SHEET 6 OF 6