



THE CITY OF COLORADO SPRINGS
and the
PIKES PEAK RURAL
TRANSPORTATION AUTHORITY



INVITATION FOR BID (IFB)

SECTIONS B1 THROUGH B34 EXPLAIN IN DETAIL THE BID REQUIREMENTS

BID # B16-T016 NS

Federal Aid Project No: SAR M240-143 (19251)
CDOT PREQUALIFIED CONTRACTOR REQUIREMENT

NON-REFUNDABLE FEE FOR BIDDING DOCUMENTS:
\$NO FEE

Midland Elementary School Sidewalk Improvements

FOR
CITY OF COLORADO SPRINGS

PUBLIC WORKS / CITY ENGINEERING

OFFERS DUE: THURSDAY, FEBRUARY 25, 2016

2:00 P.M.,

POINT OF CONTACT:

Nicole Spindler

nspindler@springsgov.com

30 S. Nevada Ave. Suite 201

Colorado Springs, CO 80901

Phone (719) 385-5265 - FAX (719) 475-8477

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SCHEDULE A

BID FORM

The undersigned declares that it has carefully examined the bid information and the complete Solicitation, (The term solicitation means the complete invitation for bid) in submitting a bid for **Midland Elementary School Sidewalk Improvements**. The Offeror's signature will be considered the offeror's acknowledgment of understanding and ability to comply with all items in this solicitation.

The Offeror's signature will be considered the offerors acknowledgment of understanding and ability to comply with all items in this solicitation. If an offeror makes any changes or corrections to the bid documents (such as white out, or writing over a figure, etc.) such changes or corrections must be initialed and dated by the person signing the offer prior to its submittal.

TOTAL BID will be evaluated and awarded as follows: The City of Colorado Springs intends to award a contract to the lowest responsible and responsive bidder. Each bidder will provide pricing for each area listed in the following documentation.

BID SCHEDULE

NO.	DESCRIPTION	EST QNTY	UNITS	COST	
630-00000	MOBILIZATION	1	LS		
201-00000	CLEARING AND GRUBBING/SITE RESTORATION/TREE TRIMMING	1	LS		
625-00000	CONSTRUCTION SURVEYING	1	LS		
208-00220	EROSION CONTROL	1	LS		
630-10005	WORK ZONE TRAFFIC CONTROL	1	LS		
212-01200	LANDSCAPE RESTORATION	1	LS		
201-00220	REMOVAL OF (EXISTING) ASPHALT	5500	SF		
202-00203	REMOVAL OF (EXISTING) CONCRETE CURB AND GUTTER	801	LF		
202-00200	REMOVAL OF (EXISTING) CONCRETE SIDEWALK AND PED. RAMP	1090	SF		
202-00210	REMOVE (EXISTING) CROSS PAN	413	SF		
202-00090	REMOVE DELINEATOR	1	LS		
403-33842	ASPHALT PATCHING (GRADING S) (6 INCH)	220	SY		
412-00400	CONCRETE SIDEWALK (4" DEPTH)	6152	SF		
608-00010	CONCRETE PEDESTRIAN RAMP	1200	SF		
412-00400	CONCRETE FLATWORK (4" THICK) (@ CALVERT AND BROADWAY)	2900	SF		
609-21010	CONCRETE CURB AND GUTTER, TYPE 1	1000	LF		

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412-00600	CONCRETE DRIVEWAY, 6" THICK	1275	SF		
412-00815	CONCRETE DRIVEWAY, 8" THICK (REINFORCED)	1025	SF		
210-00810	INSTALL TRAFFIC SIGN POLE	5	EA		
210-00815	MOUNT TRAFFIC SIGN	18	EA		
627-00002	PREFORMED THERMOPLASTIC PAVEMENT MARKING -STOP BARS	200	SF		
627-00002	PREFORMED THERMOPLASTIC PAVEMENT MARKING -STRIPING CROSS WALK	1500	SF		
630-00000	SIDEWALK CHASE	50	LF		
	TOTAL BASE BID				

Supplemental Bid Notes: (if applicable)

The bidder understands that the bid quantities are estimated and that final payment will be based on actual field measured quantities.

- A. Davis Bacon Wage Rates do not apply to this solicitation.
- B. Period of Performance ----90 Calendar Days
- C. DBE Goal is 2%

(BID FORM)
SIGNATURE PAGE

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

Signature

Date

Title

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

If awarded the contract, the undersigned hereby agrees to sign said Contract, and furnish the necessary bonds within ten (10) days of receipt of the "Notice of Award", of said contract, and to begin work within ten (10) days from the date of receipt of the "Notice to Proceed" and to complete the work within **NINETY (90)** 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 bid statements or representations.

(Name of Company)

(Signature)

(Date)

(Address)

(City, State and Zip)

(Telephone Number)

(Name typed/Printed)

(Title)

(Facsimile Number)

FEDERAL TAX ID # _____

This Company Is: Corporation____ Individual____ Partnership____ LLC____

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

AMENDMENT #1_____ DATED:_____

AMENDMENT #2_____ DATED:_____

AMENDMENT #3_____ DATED:_____

SCHEDULE B

INSTRUCTIONS TO BIDDERS

GENERAL INFORMATION

City Contracting no longer maintains a bidders' list. All projects subject to formal competition are posted on Rocky Mountain E Purchasing (www.rockymountainbidsystem.com) or in the lobby of our office at 30 S. Nevada Ave., Ste. 201, Colorado Springs, CO 80903.

The City of Colorado Springs Contracting now utilizes **Rocky Mountain E Purchasing** which can be accessed [here](#). This system will provide you with convenient access to all bid information for the City of Colorado Springs as well as 106 other local agencies throughout Colorado. To receive email alerts of open bids in your field please register with Rocky Mountain E Purchasing System and complete your online registration. All vendors are encouraged to register in order to access RFP's, IFB's, addenda, and awards.

NON REFUNDABLE FEE FOR THIS SOLICITATION IS \$ NO FEE

B.1 BID ISSUE DATE

Invitation for Bid (IFB) Number B16-T016NS is being issued and posted on the web-site on January 26, 2016.

B.2 PROCUREMENT RULES AND REGULATIONS

All formal Invitation for Bids (IFB) advertised by the City of Colorado Springs are solicited in accordance with the City's Procurement Rules and Regulations. The City's Procurement Rules and Regulations can be reviewed and/or downloaded from the City Contracting web-site which can be accessed [here](#). Any discrepancies or conflicting statements, decisions regarding bidding irregularities, clauses or specifications will be rectified utilizing the City's Procurement Rules and Regulations. It is the bidder's responsibility to advise the Contracting Specialist listed in these bidding documents of any potential discrepancies, conflicting statements, clauses or specifications prior to the bid opening date and time.

B.3 PREPARATION OF BID OFFER

- B.3.1 Bidders are expected to examine the drawings, specifications, bid documents, proposed contract forms, terms and conditions, and all other instructions and solicitation documents. Bidders are expected to visit the job-site to determine all requirements and conditions that will affect the work. Failure to do so will not relieve a bidder from their responsibility to know what is contained in this invitation for bid, or site conditions affecting the work.
- B.3.2 The bidder certifies that it has checked all of its figures, and understands that the City will not be responsible for any errors or omissions on the part of the bidders in preparing its bid.
- B.3.3 All items, (unless the invitation specifically states otherwise) including any additive or deductive alternates on the bid schedule, **must** be completely filled out or the bid will be determined non-responsive and ineligible for consideration for award.
- B.3.4 The bidder declares that the person or persons signing this bid is/are authorized to sign on behalf of the firm listed and to fully bind the bidder to all the requirements of the solicitation.
- B.3.5 The bidder certifies that no person or firm other than the bidder or as otherwise indicated has any interest whatsoever in this bid/offer or the Contract that may be entered into as a result of this bid/offer and that in all respects the offer is legal and firm, submitted in good faith without collusion or fraud.
- B.3.6 By submitting a bid the bidder certifies that it has complied and will comply with all requirements of local, state, and federal laws, and that no legal requirements have been or will be violated in making or accepting this bid. Bidders are expected to review the

City's Procurement Rules and Regulations which will be used when determining a bidder responsive and responsible and awarding contracts in the best interest of the City.

B.3.7 If there is a discrepancy between the unit price and the total price, the unit price shall be used to determine the applicable total price. Bidders are responsible for including profit and overhead associated with the project when determining their unit prices.

B.4 EXPLANATIONS TO PROSPECTIVE OFFERORS

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

B.5 QUESTIONS AND OTHER REQUESTS FOR INFORMATION

All questions shall be submitted in writing to the following specified individual. The preferred method of submitting written questions is via e-mail. All questions must be received no later than 10:00 AM, February 15, 2016.

<p>All questions shall be directed to:</p>	<p>Nicole Spindler nspindler@springsgov.com</p>
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B.6 PRE-BID CONFERENCE

A pre-bid conference is not scheduled for this solicitation.

B.7 AMENDMENTS TO THE SOLICITATION

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

- B.7.1 If this solicitation is amended, then all specifications, terms and conditions, which are not amended, remain unchanged.
- B.7.2 Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting a bid offers, or (3) by letter or facsimile.
- B.7.3 Acknowledged amendments must be received prior to bid opening. Bidders are encouraged to include signed addenda or initialed acknowledgment with returned bids.

B.8 BID BOND REQUIREMENTS

A bid bond in the amount of five (5) percent of the bid amount is required to be submitted with your bid when (1) the total amount of your accumulative bid is more than \$100,000 or (2) is required elsewhere in this solicitation. This Bond must meet the following conditions and shall be submitted using the form in the Exhibits Section of this solicitation.

- B.8.1 Bid (offer) Bond
 - a) The Bidder is required to furnish with their bid a bid bond in the form of a certified check, cashier's check or surety bid bond acceptable to the Contracting Specialist in the sum equal to at least 5% of the total amount of the bid payable without condition to the City of Colorado Springs if; (1) the total amount of your accumulative bid is more than \$100,000 or (2) is required elsewhere in this solicitation.
 - b) The Bid Bond shall guarantee that the bid will not be withdrawn or modified for a period of sixty calendar days after the time set for the receipt of bid offers, and if accepted

within those sixty 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 offer, enter into a Contract and furnish the required bonds and all insurance certificates called for under this invitation for bid.

- c) 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 in lieu of the Bid Bond, it will be returned as soon as possible after the lowest responsive and responsible bidder is determined and a contract is executed.
- d) In the event the bidder whose bid offer is accepted fails to enter into the contract and/or furnish the proper bonds, its certified check, cashier's check or surety bid bond will be forfeited in full to the City.

B.9 ESTIMATED QUANTITIES

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

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

B.10 SALES TAX

The contractor shall apply with the Colorado Department of Revenue for a tax-exempt certificate for this project. The certificate does not apply to City of Colorado Springs Sales and Use Tax (3.12%) which shall be applicable and included in your bid or proposal in all cases. The tax exempt project number and the exemption certificate only applies to County, PPRTA (Pikes Peak Rural Transportation Authority), and State taxes when purchasing construction and building materials **to be incorporated in this project**.

Furthermore, the exemption does not include or apply to the purchase or rental of equipment, supplies or materials that **do not become a part of the completed project or structure**. In these instances, the purchase or rental is subject to full taxation of 8.25% (City-3.12%, County-1.23%, PPRTA-1%, and State-2.9%).

The Contractor and all subcontractors shall include in their bid City of Colorado Springs Sales and Use Tax (3.12%) on the work covered by the Contract, and other taxes as applicable.

Note: For all equipment, materials and supplies incorporated into the work purchased from vendors or suppliers not licensed to collect City Sales Tax (i.e. out of state suppliers, etc.), City Use Tax (3.12%) is due and payable to the City. The contractor shall execute and deliver, and shall cause the Contractor's subcontractors to execute and deliver to the City Sales Tax Office, ST 16 forms listing all said equipment, materials and supplies and the corresponding use tax due, along with payment for said taxes unless already included in the bid price. Any outstanding taxes due may be withheld from the final payment due the contractor and may result in suspension from bidding on City projects.

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

Our Registration Numbers are as follows:
City of Colorado Springs
Federal I.D.: 84-6000573
Federal Excise: A-138557
State Sales Tax: 98-03479

B.11 IDENTIFICATION OF BID

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

B.12 SUBMISSION OF BIDS

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

B.12.2 Date/Time: Bids shall be received on or before: **2:00 P.M., February 25, 2016.**

B.12.3 BID SUBMITTAL DOCUMENTS: REQUIRED AT TIME OF BID SUBMITTAL

- Schedule A., Bid Form
- Exhibit 1 Bid Bond
- Exhibit 7 Minimum Insurance Requirements
- Appendix 5 Representations and Certifications
- Acknowledged Addenda, if issued
- CDOT forms required by all bidders, see below

CDOT PROJECTS

CDOT FORMS AND SUBMITTALS ARE LISTED ON APPENDIX 2 SHALL BE SUBMITTED AS FOLLOWS:

- a) ALL BIDDERS:
 - CDOT Form 606 Anti-collusion Affidavit
 - CDOT Form 1413 Bidder's List
 - CDOT Form 1414 Anticipated DBE Participation Plan (Only if Contract Goal > 0) must be submitted by all bidders with their bid. If these forms is not submitted, the bid is considered non responsive and shall be rejected.
- b) APPARENT LOW BIDDER:
 - The apparent low bidder must submit the following listing CDOT Forms by 4:00 P.M. the day after the bid opening. Because each Form 715 requires a UDBE representative signature, the apparent low bidder has until 4:00 P.M. on the 3rd working day after the date of bid opening to submit each signed Form 715.
 - CDOT Form 605 – Contractors Performance Capability Statement
 - CDOT Form 621 – Assignment of Antitrust Claims
 - <http://www.coloradodot.info/library/forms/form-numbers-broken-down>
 - CDOT Form 1415 - Commitment Confirmation for commitment listed on CDOT Form 1414
 - ** Prime completes first half / DBE completes second half **
 - CDOT Form 718 – Underutilized DBE Good Faith Effort Documentation, if UDBE goals are not met.
 - CDOT Form 1416 - Good Faith Effort Report if commitments do not meet the contract goal
 - <http://www.coloradodot.info/library/forms/form-numbers-broken-down>

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

B.13 NUMBER OF COPIES

Bidder shall submit in its sealed and marked envelope, one (1) copy of its bid, signed in ink, and, if applicable, one (1) original copy of the Bid Bond as defined in B.12 and B.22.

B.14 LATE BIDS/LATE MODIFICATIONS OF BIDS

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

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

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

B.15 MISTAKES IN BIDS - CONFIRMATION OF BID

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

B.16 MINOR INFORMALITIES/IRREGULARITIES IN BIDS

B.16.1 A minor informality or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is considered immaterial when the effect on price, quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the services being acquired.

B.16.2 If the City Procurement Services determines that the bid submitted contains a minor informality or irregularity, then the Manager shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid, or waive the deficiency, whichever is to the advantage of the City. In no event will the bidder be allowed to change the bid amount. Examples of minor informalities or irregularities include but are not limited to the following;

B.16.2.1 Bidder fails to sign the Bid, but only if the unsigned bid is accompanied by other material evidence, which indicates the bidder’s intention to be bound by the unsigned bid. (such as Bid bond, or signed cover letter which references the bid # and amount of bid).

B.16.2.2 Bidder fails to acknowledge an Amendment - this may be considered a minor informality only if the Amendment, which was not acknowledged, involves only a matter of form or has either no effect or merely a negligible effect on price, quantity, quality, or delivery of the item or services bid upon.

B.17 REJECTION OF BIDS

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

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

- B.17.2 A bid shall be rejected when the bidder imposes conditions that would modify requirements of the invitation or limit the bidder's liability to the City, since to allow the bidder to impose such conditions would be prejudicial to other bidders. For example, bids shall be rejected in which the bidder:
- B.17.2.1 Protects against future changes in conditions, such as increased costs, if total possible costs to the City cannot be determined.
 - B.17.2.2. Fails to state a price and indicates that price shall be "price in effect at time delivery".
 - B.17.2.3 States a price but qualifies it as being subject to "price in effect at time of delivery".
 - B.17.2.4 Takes exceptions to the Invitation for Bids terms and conditions.
 - B.17.2.5 Inserts the bidder's terms and conditions.
 - B.17.2.6 Limits the rights of the City under any contract/invitation for bid clause.

B.18 BASIS OF AWARD

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

- B.18.1 In addition to other factors, bid/offers will be evaluated on the basis of advantages and disadvantages to the City that might result from offers received.
- B.18.2 The City reserves the right to reject any or all proposals and to waive informalities and/or irregularities in the bid offer.
- B.18.3 Total bid will be evaluated and awarded as follows: It is the City's intent to award this bid based on the **TOTAL BID FOR ALL ITEMS.**
- B.18.4 If the lowest responsible and responsive bid exceeds the City's budget for these items, the City reserves the right to reduce estimated quantities to get within the available budget and award a contract that is within budget. B.18.4 only applies to the lowest responsible and responsive bidder at time of bid opening.

B.19 NOT USED

B.20 PERIOD OF ACCEPTANCE

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

B.21 BID RESULTS

The City of Colorado Springs does not mail bid results or tabulations. However, bid tabulations are posted and can be downloaded from the web-site. Bid tabulations will also be faxed upon request. To request a bid tabulation email contracting@springsgov.com.

B.22 CONTRACT AWARD

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

B.23 TYPE OF CONTRACT

It is the intent of this Invitation for Bids (IFB) to award a firm fixed 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.

B.24 ADDITIONAL BOND REQUIREMENTS

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

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

Bonds shall:

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

B.25 F.O.B. DESTINATION

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

B.26 TERMS, CONDITIONS AND SPECIAL PROVISIONS

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

B.27 FISCAL OBLIGATIONS OF CITY

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

B.28 EQUAL EMPLOYMENT OPPORTUNITY

B.27.1 In connection with this procurement, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, marital status or disability. The contractor will take affirmative action to ensure that all applicants are employed and that employees are treated during employment without regard

to their race, color, religion, sex, national origin, age, marital status or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- a) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin.
- b) The Contractor will comply with all equal employment opportunity provisions, rules, regulations and executive orders issued by the City of Colorado Springs, State of Colorado and the Secretary of Labor.
- c) The Contractor will furnish all information and reports required by any equal employment opportunity provisions, rules, regulations and executive orders and will permit access to its books, records, and accounts for purposes of investigation to ascertain compliance with such Rules, Regulations, and Orders.
- d) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such Rules, Regulations, or Orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further City contracts.

B.29 PERIOD OF PERFORMANCE

The contractor shall complete all work within **90 Calendar Days** after the Notice-to-Proceed as per the Specifications and Drawings. The contractor will start work promptly after receipt of the Notice-to-Proceed and continue to work diligently until all work is completed and accepted by the City.

B.30 NOTICE TO PROCEED

Work may not start under any awarded contract until a written notice to proceed is issued by the City of Colorado Springs. The City of Colorado Springs may issue the Notice-to-Proceed any time after the contract is signed and, if required, insurance and bonds have been provided in accordance with B.24.

B.31 FUNDING

This project is being funded by the Colorado Department of Transportation (CDOT). Contractors must be on CDOT's prequalified bidders list to submit on this project.

B.32 CDOT PREQUALIFIED CONTRACTOR REQUIREMENT

All contractors responding to this solicitation must be on the Colorado Department of Transportation (CDOT) prequalified contractors list. The prequalified list can be found at <https://cdot.gov> (and perform a search for prequalified contractor listing). Bids received from firms that are not on this list will be rejected.

B.33 DAVIS BACON WAGE RATES

Davis Bacon Wage Rates DO NOT apply to this solicitation.

B.34 DBE GOAL

Disadvantaged Business Enterprise (DBE) Contract Goal

This is a federally-assisted construction project. As described in the CDOT DBE Standard Special Provision, the Bidder shall make good faith efforts to meet the following contract goal:

2% Percent DBE participation.

SCHEDULE C

TERMS & CONDITIONS

The Standard Specifications for this project shall be the "CITY OF COLORADO SPRINGS ENGINEERING DIVISIONS SPECIAL PROVISIONS/STANDARD SPECIFICATIONS listed in Schedule F, except as modified hereinafter, which are incorporated in the contract documents by reference as though embodied herein in their entirety. The following terms and conditions are listed because of their importance to bidders during the solicitation phase. The City of Colorado Springs Engineering Divisions Standards contains all of the Terms and Conditions that are applicable. It is the responsibility of each bidder/contractor to insure they have a copy of the above mentioned special provisions/standard specifications and understand the requirements therein. Copies are available for purchase at the cost of \$25.00 from the City of Colorado Springs, Office Services Unit, Suite L01, 30 South Nevada, Colorado Springs, during regular business hours. These special provisions/standard specifications are also available and may also be downloaded from the City's web-site at coloradosprings.gov/contracting/purchasing, or coloradosprings.gov/contracting/cityengineering.

C.1 PERIOD OF PERFORMANCE

The period of performance for this project is **90** calendar days from the date indicated in the Notice to Proceed.

C.2 CDOT FUNDED PROJECT

This is a CDOT funded project that will be constructed along City right-of-ways. It is the successful bidder's responsibility to obtain all required permits, access and to coordinate all phases and requirements of the work with the Colorado Department of Transportation, applicable utilities, other contractors, City of Colorado Springs departments and the City Engineering Unit.

C.3 DBE PROGRAM

- See Appendix 3 – Affirmative Action Requirements – Equal Employment Opportunity
- See Appendix 4 – Disadvantaged Business Enterprise (DBE) Requirement

This IFB contains the City's DBE Program Requirements. All bidders are advised that the City will submit all required DBE information, forms, and attachments to CDOT for review and approval prior to determining that a bidder is responsive and responsible.

C.4. CONFIDENTIAL MATTERS

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

C.5. LAW

This contract is subject to and shall be interpreted under the law of the State of Colorado, and the charter, City Code, Ordinances, Rules and Regulations of the City of Colorado Springs, a home rule city. Court venue and jurisdiction shall exclusively be in the Colorado District Court of El Paso County Colorado. The contractor shall insure that the contractor and the contractor's employees, agents and officers are familiar with, and comply with, applicable Federal, State and Local laws and Regulations as now written or hereafter amended.

C.6 CITY/PPRTA JOINT CONTRACT TERMS AND CONDITIONS

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

This contract is a joint contract between the Contractor, the City of Colorado Springs, and the Pikes Peak Rural Transportation Authority. The Parties therefore Agree to the following:

City of Colorado Springs

1. This PPRTA Funding Special Provision shall superede any contrary provision of this Contract.
2. The Contractor acknowledges and understands that this contract is funded in whole or in part by the PPRTA and administered by the City. Both the City and the PPRTA are Parties to this Contract.
3. The Contractor acknowledges and understands that all payments under this contract shall be made to the contractor by the PPRTA. PPRTA funding obligations shall be paid by PPRTA warrants. In the event there is Joint City / PPRTA funding, then payment to the Contractor by the PPRTA shall consist of Warrants from the City and Warrants from the PPRTA. The Contractor agrees to accept all payments made or proffered by the PPRTA under this Contract.
4. All bonds under this Contract shall include the City of Colorado Springs and the PPRTA as Obligees.
5. All insurance policies provided by the Contractor pursuant to this contract except Workers Compensation Insurance shall name both the City of Colorado Springs and the PPRTA as additional insureds. All insurance policies provided by any sub-contractor for any work pursuant to contracts with the Contractor, except Workers Compensation Insurance, shall also name both the City of Colorado Springs and the PPRTA as additional insureds.
6. Law: This contract is subject to and shall be interpreted under the law of the State of Colorado, and the Charter, City Code, Ordinances, Rules and Regulations of the City of Colorado Springs, Colorado, a Home Rule City and the Resolutions, Rules and Regulations of the PPRTA. Court venue and jurisdiction shall exclusively be in the Colorado District Court for El Paso County, Colorado. The Parties agree that this contract shall be deemed to have been made in, and the place of performance is deemed to be in, the City of Colorado Springs, El Paso County, State of Colorado. The Contractor shall insure that the Contractor and the Contractor's employees, agents, officers and subcontractors are familiar with, and comply with, applicable Federal, State, and Local laws and regulations as now written or hereafter amended.
7. Appropriation and availability of funds: In accord with the Colorado Constitution, Article X, Section 20, and the City Charter, performance of the City's obligations under this Contract is expressly subject to appropriation of funds by the City Council for this contract and the availability of those appropriated funds for expenditure. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of the City's obligations under this Contract, or appropriated funds may not be expended due to Constitutional or City Charter spending limitations, then the City and the PPRTA may terminate this Agreement without compensation to the Contractor. Performance of the PPRTA's obligations under this IGA are expressly subject to appropriation of funds by the PPRTA and the availability of those funds for the payment of obligations incurred under this contract. Further, in the event that PPRTA funds are not appropriated in whole or in part sufficient for performance of the PPRTA's obligations under this Contract, or appropriated funds may not be expended legal limitations on non-availability, then the City and the PPRTA may terminate this Contract without compensation to the Contractor.
8. Indemnification: The Contractor agrees that the Contractor shall indemnify, defend and hold harmless the City, its officers, employees and agents, and the PPRTA, its officers, employees and agents, from and against any and all loss, damage, injuries, claims, cause or causes of action, or any liability whatsoever resulting from, or arising out of, or in connection with the Contractor's obligations or actions under this Contract.

City of Colorado Springs

9. Warranties: All warranties provided by Contractor under or pursuant to this Contract to the City shall also apply to the PPRTA.
10. Final Payment: Final payment under this Contract shall be made in accord with the terms of this Contract, except that final payment shall be made by the PPRTA, and the making and acceptance of final payment shall constitute a waiver of all claims by the Contractor against the City and the PPRTA.
11. Termination or default of Contract: In all contract provisions giving the City the right to terminate, for convenience or otherwise, or giving the City rights in the event of default by the contractor, the term City shall include the PPRTA.
12. Change Orders:
 - a) The Contractor agrees and acknowledges as a part of this Contract that no change order or other form or order or directive may be issued by the City which requires additional compensable work to be performed, which work causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Contract, unless the Contractor has been given a written assurance by the City that lawful appropriations to cover the costs of the additional work have been made or unless such work is covered under a remedy-granting provision of this Contract.
 - b) The Contractor further agrees and acknowledges as a part of this Contract that no change order or other form or order or directive which requires additional compensable work to be performed under this Contract shall be issued by the City unless City or PPRTA funds are available to pay such additional costs, and, regardless of any remedy-granting provision included within this Contract, the Contractor shall not be entitled to any additional compensation for any additional compensable work performed under this Contract, including but not limited to emergency work, and expressly waives any rights to additional compensation, whether by law or equity, unless, prior to commencing the additional work, the Contractor was given a written change order describing the additional compensable work to be performed, and setting forth the amount of compensation to be paid, which change order was signed by the authorized City representative. It is the Contractor's sole responsibility to know, determine, and ascertain the authority of the City representative signing any change order under this Contract.
 - c) Any budget changes or significant changes to the design, requirements or scope of the Contract shall require the approval of the City and the PPRTA.

City of Colorado Springs

Engineer	The City Engineer of Colorado Springs or, their designated representative.
Notice	<p>Any written notice served pursuant to the terms of the contract. Notice shall be deemed to have been duly served if delivered in person or by registered mail to:</p> <p>Pre-award The Contracting Specialist listed in the Invitation for Bid, City of Colorado Springs, Procurement and Contracts, 30 South Nevada Ave., Room 201, Colorado Springs, CO 80903.</p> <p>Post award The Project Manager listed in the Invitation for Bid, City of Colorado Springs, City Engineering, 30 South Nevada Ave., Room 403, Colorado Springs, CO 80903.</p> <p>Notice to the Contractor will be to the Chief representative of the Contractor at the site of the project in person; or by registered mail to the place stated in the papers prepared by the Contractor to accompany their proposal as the address of their permanent place of business; or as to the Surety on the performance bond by registered mail to the Surety at the home office of such surety.</p>
Plans	The drawings, or reproductions, provided by the City which show the location, character, dimensions, and details of the work to be done.
Project Engineer/Manager	The individual representing the City responsible for managing and oversight of the Contract.
Project	The entire improvement proposed by the City to be constructed in whole or in part pursuant to the Contract.
Proposal Form or Bid Proposal	The contract document prepared by the City upon which the bidder shall submit their bid.
Subcontractor	A person, firm, or corporation, other than the Contractor, supplying labor or materials, or both, or equipment furnished at the site of the project under an Agreement with the Contractor.
Surety	The person, firm, or corporation that has executed as surety the Contractor's Bid, Performance, Payment and Maintenance Bonds.

Section 101 PROSPECTIVE BIDDERS

101.00 Procurement Rules and Regulations

All formal Invitation for Bids (IFB) and/or Request for Proposals (RFP) 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 Contracts web-site coloradosprings.gov/contracting/rfp.aspx.

The bidder shall follow the prequalification and bidding procedures contained in the City's Procurement Rules and Regulations.

101.01 Advertisement for Bids

All bids estimated to exceed \$199,999.00 will be formally advertised under normal conditions. Formal bids will be advertised and posted on the City's web-site at coloradosprings.gov/contracting/rfp.aspx.

101.02 Invitation for Bids - Content

The Invitation for Bids shall include the following: (a) Instructions and information to bidders concerning the bid submission requirements, including the time and closing date, the address of the office to which bids are to be delivered; (b) The project description, basis of award, delivery or performance schedule and inspection and acceptance requirements; (c) The contract terms and conditions, including warranty and bonding or security requirements as applicable.

Project specific requirements, terms and conditions, etc. for each solicitation will reflect the contractual requirements for that particular Invitation for Bid or Request for Proposal. These types of requirements will be specified in Instructions to Bidders, Terms and Conditions, General Provisions, and Specifications.

101.03 Interpretation of Quantities in Proposal Form

Except as otherwise provided in this subsection and the method of measurement for individual items, the quantities appearing in the proposal form are estimates prepared for the comparison of proposals. Payment to the Contractor will be made in accordance with the following procedures:

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

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

101.04 Interpretation of Plans and Specifications

Any change to proposal forms, plans, or specifications prior to the opening of proposals will be issued by the City to all holders of proposal forms. Certain individuals are named in the project specifications that have authority to provide information, clarification or interpretation to bidders prior to opening of proposals. Information obtained from persons other than those named individuals is invalid and shall not be used for bidding purposes.

101.05 Examination of Plans, Specifications, Special Provisions, and Site of Work.

The bidder is expected to examine the site of the proposed work, the proposal, plans, specifications, supplemental specifications, special provisions, and contract forms, before submitting a proposal. The submission of a proposal will be considered conclusive evidence that

the bidder has made this examination and is aware of the conditions to be encountered in performing the work according to the Contract.

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

The City does not warrant the adequacy of boring logs and other records of subsurface investigations, and such information is not considered to be a part of the Contract. When a log of test borings is included in the subsurface investigation record, the data shown in the individual log of each test boring apply only to that particular boring and are not intended to be conclusive as to the character of any material between or around test borings. If bidders use this information in preparing a proposal, it is used at their own risk, and bidders are responsible for all conclusions, deductions, and inferences drawn from such information.

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

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

101.06 Combination or Conditional Proposals

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

101.07 Anti-Collusion Affidavit

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

101.08 Material Guaranty

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

101.09 Equal Opportunity

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

Section 102 CONTRACT DOCUMENT INTERPRETATION

102.00 Intent of Contract Documents

The sections of the contract documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intent of the Contract Documents is to include the cost of all labor and materials, water, fuel, tools, plant, equipment, light, transportation, and all other expenses as may be necessary for the proper execution of the work. If the Contract Documents should be contradictory in any part, the order of precedence shall be as described in subsection 102.03.

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

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

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

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

102.01 Special Provisions, Special Specifications

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

102.02 Order of Precedence

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

- (a) Terms and Conditions
- (b) Proposal Requirements
- (c) Contract Form
- (d) Provisions
 - 1. a. City of Colorado Springs Special Provisions
 - b. CDOT Special Provisions
 - 2. a. City of Colorado Springs General Provisions
 - b. CDOT General Provisions
- (e) Plans
 - 1. Detailed Plans
 - 2. Standard DrawingsCalculated dimensions will govern over scaled dimensions.
- (f) Special Specifications
- (g) Standard Specifications
 - 1. City of Colorado Springs
 - 2. CDOT

102.03 Standard Manufacturer

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

102.04 "Or Equal" Clause

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

102.05 Time of Essence

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

102.06 Partial Waiver or Waiver by Acquiescence

Partial waiver or waiver by acquiescence of any of the general or special provisions of this contract shall not constitute waiver of any of the other provisions contained in the Contract Documents.

Section 103 COMPLIANCE WITH LAWS

103.00 Laws and Regulations

This contract is subject to and shall be interpreted under the laws of the State of Colorado, and the Charter, City Code, Ordinances, Rules and Regulations of the City of Colorado Springs, Colorado, a Colorado Home Rule City. Court Jurisdiction shall exclusively be in the District Court for El Paso County. The Contractor shall insure that the Contractor and the Contractor's employees, agents, and officers are familiar with, and comply with, applicable Federal, State, and Local laws and regulations as now written or hereafter amended.

103.01 Public Improvement Assessment

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

103.02 All Legal Provisions Included

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

103.03 Severability

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

103.04 FOREIGN ENTITY

All bidders/offerors shall comply with State Statute 7-90-801, Authority to transact business or conduct activities required, and 7-90-802 Consequences of transacting business or conducting activities without authority.

103.05 Licenses and Permits

It shall be the responsibility of the successful bidder to obtain, at his expense, all necessary licenses and permits to do the project, in accordance with applicable Federal, State and local

laws, regulations and ordinances. Typical permits and fees include, but are not limited to, Excavation/Boring Permits, Concrete Construction Permits, Fugitive Dust Permits, Regional Building Permits, Pavement Degradation fees, as well as Traffic Control and Barricade Plans to be approved by the City Traffic Division for all work within public rights-of-way and easements i.e. (curb and gutter, sidewalks, pedestrian ramps and cross pans).

103.06 Employment of illegal aliens

Illegal Aliens - Public Contracts for Services - Compliance with Title 8, Article 17.5, Colorado Revised Statutes:

The Contractor acknowledges, understands, agrees, and certifies that: In the performance of any work or the provision of any services by the Contractor under this Contract, the Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract; or Enter into a contract with any subcontractor that fails to certify to the contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or under the subcontract to this contract. In The Contractor certifies in accord with Section 8-17.5-102(1) C.R.S. that, on the date the Contractor signs this contract, the Contractor does not knowingly employ or contract with an illegal alien who will perform work under this contract and that the Contractor shall participate in the e-verify program or Colorado Department of Labor and Employment program in order to confirm the employment eligibility of all employees who are newly hired for employment or to perform work under this contract. The contractor is expressly prohibited from using basic pilot program procedures to undertake pre-employment screening of job applicants while this Contract and any services under this Contract is being performed. If the contractor obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall notify the subcontractor and the City within three days that the contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien, and terminate the subcontract with the subcontractor if within three days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during the three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. The Contractor shall comply with any request by the City, federal government, or the Colorado Department of Labor and Employment made in the course of an investigation that the department, pursuant to the authority established in Section 8-17.5-102 C.R.S., or a City or federal investigation. If the contractor violates or fails to comply with any provision of C.R.S. 8-17-101 et seq, the City may terminate this Contract for breach of contract. If this contract is so terminated, the Contractor shall be liable for any actual and consequential damages to the City.

Section 104 AWARD AND EXECUTION OF CONTRACT

104.00 Award

The contract shall be awarded to the lowest responsive and responsible bidder in the best interests of the City as specified in the Instructions to Bidders of the Invitation for Bids or Request for Proposals.

104.01 Contract Executed

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

- (a) Contractor
- (b) Project Manager/Engineer

- (c) City Finance Department
- (d) Inspector

Each Bond shall have an original Power of Attorney attached. The successful bidder shall provide compensation insurance and public liability and property damage insurance as outlined in the contract. The costs of executing the bonds, contract and insurance, including all notaries fees and expense, are to be paid by the Contractor to whom the contract is awarded.

104.02 Verbal Agreements

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

104.03 Contract Security

The Contractor shall furnish good and sufficient Performance, Labor and Material Payment and Maintenance Bonds on the form attached hereto in an amount not less than the full amount of the contract price as security for the faithful performance of the contract, for the payment of all persons performing labor and furnishing material in connection with the work, and for all guarantees of materials and workmanship required in the Contract. If at any time during the continuance of the contract a surety on the Contractor's bond or bonds becomes irresponsible, the City shall have the right to require additional and sufficient sureties which the Contractor shall furnish within ten (10) days after written notice to do so. Any additional surety bonds shall cover the entire original contract amount and any increases thereto.

104.04 Bond Forms

Bonds shall be furnished on forms prepared by the City. Copies of the City's Bond Forms will be included in the Exhibits Section of the Invitation for Bids.

104.05 Independent Contractor

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

Section 105 THE CONTRACT: FOLLOWING EXECUTION

105.00 Materials

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

105.01 Schedule

The Contractor shall be responsible for planning, scheduling, and reporting the progress of the work to ensure timely completion of the work as called for in the Contract Documents. The Contractor shall prepare a Project Schedule that shall be used for coordination, for evaluation of

progress, and for the evaluation of changes to the Contract. The Schedule shall include all activities, including those of subcontractors, Contractor's engineers and surveyors, and suppliers. Seasonal and weather constraints, utility coordination, railroad restrictions, right of way restrictions, traffic constraints, environmental constraints, other project interfaces, expected job learning curves and other constraints shall be considered when preparing the Project Schedule, including any phasing or sequencing of the work specified in the Contract Documents. Days scheduled as no work days shall be indicated. The Schedule shall consist of a Methods Statement as defined in part A. below and a progress schedule consisting of (1) a Critical Path Method (CPM) schedule as defined in part B. below, or (2) a Bar Chart schedule as defined in part C. below. A CPM Schedule shall be required if the contract exceeds \$250,000 or if the construction period exceeds 150 calendar days, unless the Contract Documents stipulate otherwise. The CPM Schedule shall utilize Primavera's Suretrak Project Manager software or be capable of being read and manipulated by Suretrak Project Manager software. The Schedule shall show all work completed within the contract time.

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

The Bar Chart or Critical Path Method 90-day schedule shall be submitted at least 10 working days prior to the start of the work. The Project Engineer's review of the Schedule will not exceed 5 working days. Work shall not begin until the Schedule is accepted in writing, unless otherwise approved by the Project Engineer.

- (a) Methods Statement. A Methods Statement shall be prepared for the prominent features listed in the Contract Documents, and for any feature not listed in the Contract Documents that the Contractor considers a controlling factor for timely completion. The Methods Statement shall be a detailed narrative describing each feature and all work necessary to complete the feature. The Methods Statement shall be submitted with the Contractor's schedule. The following format is required:
1. Feature: Name of the feature;
 2. Responsibility: Contractor, subcontractor, supplier, utility, etc. responsible for the feature;
 3. Procedures: Procedures to be used to complete the work. The procedure to be used shall include general information regarding methods such as forming, excavation, pouring, heating and curing, backfill and embankment, trenching, protecting the work, etc. When separate or different procedures are to be employed by the Contractor due to seasonal or project phasing requirements, such differing procedures shall be described in the procedure statement;
 4. Production Rates: The planned quantity of work per day for each feature;
 5. Labor Force: The labor force planned to do the work;
 6. Equipment: The number, types, and capacities of equipment planned to do the work;
 7. Work Times: The planned time for the work to include:
 - (a) number of work days per week
 - (b) number of shifts per day
 - (c) number of hours per shift

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

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

The progress schedule shall include as a minimum the prominent features of this project as listed in the Contract Documents. The progress schedule shall include all activities for all work on the project, including subcontracted work, delivery dates for critical material, submittal and review periods, milestone requirements and no work periods. Where the project has specific phases, each phase shall be described separately for each applicable prominent feature.

Construction activity duration shall not exceed 15 calendar days unless approved by the Project Engineer. Series of activities that have aggregate durations of five calendar days or less may be grouped in a single activity. For example, "form, reinforce, and pour pier" could be defined as a single activity rather than three. Single activities or a series of grouped activities of at least 1 calendar day duration may also need to be included in the Project Schedule as determined by the Project Engineer (e.g. same activities but noted separately by location).

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

1. 90-Day Schedule. The 90-day Schedule shall provide all necessary detail for procurement, construction and submittal activities required during the first 90 days of contract time. This submittal shall include a Time Scaled Logic Diagram.
2. Project Schedule. The Project Schedule submittal shall consist of a Time Scaled Logic Diagram and Schedule Report. It shall be prepared in full and submitted to the Project Engineer within 45 calendar days after the Project Engineer's acceptance of the 90-day Schedule. The Project Engineer's review of the Project Schedule will not exceed one week. Revisions required as a result of the Project Engineer's review shall be submitted within one week. Work shall not continue beyond the initial 90 days until the Project Schedule is accepted in writing, unless otherwise approved by the Project Engineer.

The Project Schedule shall cover the time from the Day of Notice to Proceed to the predicted completion date.

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

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

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

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

- (c) Bar Chart. The Bar Chart shall be time scaled and shall show the following:
 1. The prominent features, as listed in the Contract Documents.

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

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

- (d) Project Coordination. The Contractor shall be responsible to coordinate and schedule their work to include utility work anticipated. Various City and private utility agencies may be working to install and/or inspect their utilities within the project area. Reasonable delays should be expected for utility lowering, relocations and placement. These delays shall not be reason for granting any monetary change or performance time alteration to the contract. As a minimum, the Contractor's Project Schedule shall reflect coordination with the following:
1. City of Colorado Springs City Engineering Division
 2. City of Colorado Springs Traffic Engineering Division
 3. Colorado Springs Utilities (water, wastewater, gas, electric)
 4. City of Colorado Springs Parks, Recreation and Cultural Services Department
 5. Private Utility and Telecommunication Companies
- (e) Contractor Early Finish or Voluntary Acceleration. Early finish or voluntary acceleration of the schedule by the Contractor is acceptable provided:
1. At the time the Contractor submits the Project Schedule indicating an early finish or voluntary acceleration, the City is notified in writing of actions on the City's part necessary to accommodate the change(s).
 2. The City agrees to such change(s) in writing.
 3. The City is compensated by the Contractor for any inconvenience or expense associated with the change(s).
 4. There is no increased Contract cost.

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

Revision of the Schedule may be required, as determined by the Project Engineer, for: a major revision in the schedule logic or methods of construction; the addition, deletion, or revision of activities required by contract modification; delays in milestones or the completion of the project; or for prosecution of work that revises the phasing or staging which is represented on the plans or on the progress schedule. If in the opinion of the Project Engineer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve project progress, including those steps that may be required by the Project Engineer, without additional costs to the

City. In those circumstances where the Contractor is behind schedule, the City may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit such changes and revisions to the schedule to the Project Engineer for approval that will demonstrate how the approved rate of required progress will be regained. Failure of the Contractor to comply with the requirements of the Project Engineer under this subsection shall be grounds for a determination by the City that the Contractor is not prosecuting the work with sufficient diligence to ensure timely completion of the contract as required.

If it is determined that a revision to the Schedule is required, it shall be provided to the Project Engineer for review within 15 calendar days of written notification. The Project Engineer's review of the revised schedule will not exceed 5 working days. Revisions required as a result of the Project Engineer's review shall be submitted within 5 working days. When accepted by the Project Engineer in writing, the revised schedule shall become the Project Schedule.

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

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

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

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

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

105.02 Schedule of Values

Promptly following the execution of the contract documents for all lump sum contracts, the Contractor shall prepare and transmit to the Engineer two copies of an itemized breakdown showing the unit quantities of each major construction item and the corresponding unit prices. Such unit prices shall contain all costs including profit and overhead of each item complete in place. The total cost of all the items shall equal the contract price for the project. This breakdown, when approved by the Engineer, will be used primarily in determining payment due the Contractor on periodical estimates. If, in the opinion of the Engineer, any unit price submitted by the Contractor is unbalanced, a detailed breakdown of the items contained in the unit will be required.

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

105.03 Surveys

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

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

105.04 Taxation

The Contractor's payment or exemption of State of Colorado, El Paso County and City Sales and Use Taxes shall be as specified in the as specified in the Instructions to Bidders of the Invitation for Bids or Request for Proposals.

105.05 Assignment of Contract

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

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

105.06 Subcontracts

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

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

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

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

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

105.07 Other Contracts

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

Section 106 CONSTRUCTION SITE

106.00 Lands to be Used for Work

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

Contractor shall provide at their expense and without liability to the City any additional land and access thereto that may be required for temporary construction facilities or for storage of materials. All such costs will be considered incidental to the work and included in the bid by the Contractor. Contractor personnel shall not unnecessarily enter upon private property without the express written consent of the landowner. The Contractor shall provide the Engineer with a copy of the written permission. The City will be held harmless of Contractor negligence in matters of trespassing.

106.01 Storage of Materials

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

106.02 Loading of Structures

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

106.03 Sanitary Provisions

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

106.04 Accident Prevention

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

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

Excavated materials shall be placed a safe distance from the sides of the trench. Heavy equipment shall not be used or placed near the sides of the trench unless the trench is adequately braced. If the Engineer or any City Safety Officer or their designated representatives become aware of failure to comply with applicable safety regulations, the Engineer or City Safety Officer or their designated representatives may inform the contractor who shall take immediate steps to remedy the noncompliance. The Engineer or City Safety Officer or their designated representatives shall give written notification to the contractor directing them to correct the unsafe acts or conditions. If the contractor fails to comply with such a notification, the Engineer or City Safety Officer or their designated representatives may issue a "stop work" order in accordance with Section 108.06 of the General Provisions of this contract, and work shall only be resumed after adequate corrective actions have been taken to comply with the safety deficiencies the Contractor has been notified of. Stoppage of work because of noncompliance with prescribed accident precaution measures shall not be subject to claim for changed condition or changes in work, nor for extension of completion time.

106.05 Protection of the Public Works and Property

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

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

The Contractor will be responsible for any and all damage to property, public or private, that may be caused by their operations in the performance of this contract, and the Contractor shall defend any suit that may be brought against themselves or the City on account of damage inflicted by their operations, and shall pay any judgments awarded to cover such damage.

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

106.06 Public Roads

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

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

The Contractor shall provide and maintain in place all barricades, warning signs, lights and other safety devices required to protect the work, divert traffic, and warn pedestrians of open excavation, unfilled trenches, and other areas or conditions which might be hazardous or dangerous during the daylight or dark. Detour routings must first be submitted to the Traffic

Engineer for review and approval and shall be signed for the entire route of the detour as required to return the traffic to their street or origination. Detours shall be maintained throughout the period of construction in such a manner as to provide the least amount of disruption to normal traffic flow

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

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

The Traffic Engineer may require flag persons or off-duty police officers for traffic direction. Any call out of the City Barricade crews shall be charged to the Contractor.

106.07 Protection of Existing Curbs, Gutters and Driveways

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

106.08 Protecting and Removing Plantings

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

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

Tree branches shall be trimmed back to the trunk, all around, to a minimum height of 8' above the adjacent walkway. Work shall be done only by a licensed Tree Service.

106.09 Public Convenience and Safety

The contractor shall conduct the work to minimize obstruction to traffic and inconvenience to property owners within the project area. The Contractor shall be responsible for notifying the Property Owners at least 48 hours in advance of any construction that may affect access, parking and/or existing structures, including fences, adjacent to that property. Suitable access and parking will be maintained at all times. Relocating of fences and structures shall be coordinated with owners and shall include miscellaneous items including, but not limited to, temporary fence, sod replacement, sprinkler system modifications, railroad tie walls, etc. If no bid items are included in the contract, these items will be considered incidental to the work and are to be included in the unit prices.

The Contractor shall coordinate the relocation of fencing, landscaping, sprinklers, control boxes, utility services, street signs and mail boxes and the salvaging of any materials suitable for re-use with the City Inspector and, if on private property, with the respective property owners.

The Contractor shall notify and coordinate the closing and construction of the driveways, curb, gutter and sidewalks with the Project Engineer and the adjoining property owners in advance of work in writing. Any restrictions on street parking or traffic movement shall be coordinated with the City Traffic Engineer. The Contractor shall make every effort to minimize the inconvenience to property owners and to the traveling and pedestrian public.

106.10 Coordination with Property Owners

The Contractor shall be responsible for notifying the Property Owners at least 48 hours in advance of any construction that may affect access, parking and/or existing structures, including fences adjacent to that property. Suitable access and parking will be maintained at all times. Relocating of fences and structures shall be coordinated with owners and shall include miscellaneous items including, but not limited to, temporary fence, sod replacement, sprinkler system modifications, railroad tie walls, etc. These items are considered to be incidental to the work and are to be included in the unit prices.

The Contractor shall coordinate the relocation of fencing, landscaping, sprinklers, control boxes, utility services, street signs and mail boxes and the salvaging of any materials suitable for re-use with the City Inspector and, if on private property, with the respective property owners.

The Contractor shall notify and coordinate the closing and construction of the driveways, curb, gutter and sidewalks with the Project Engineer and the adjoining property owners in advance of work in writing. Access may be limited to half the existing driveway width for limited periods during concrete driveway and street construction. An additional verbal notice shall be provided to each business 30 minutes prior to the actual access drive closure.

Any restrictions on street parking or traffic movement shall be coordinated with the City Traffic Engineer. The Contractor shall make every effort to minimize the inconvenience to the traveling and pedestrian public.

106.11 Failure to Maintain Safe Site

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

106.12 Erosion and Drainage Control

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

The Contractor shall prevent the pollution of drains and watercourses by sanitary waste, sediment, debris or other substances resulting from this work. He shall be required to clean up and isolate such materials on a continuing basis to prevent risk of washing into such drainage ways.

Should the affected areas of the project exceed 1 acre a Stormwater Discharge Permit shall be required. Affected area includes excavations, material stockpiles and areas where equipment and vehicles disturb the ground. An exact definition should be obtained from the CDPHE.

106.13 Pollution

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

106.14 Temporary Construction

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

106.15 Temporary Water Supply

The Contractor shall provide at Contractor's own expense temporary water connections and water supply necessary for the prosecution of the work and permit all contractors on the work to use this supply at a reasonable prorated charge, or by sub-metering. The Contractor shall pay for all water consumed in the work, and shall arrange with municipal authorities for temporary connections and payment of service charges. (Use most current Code of the City of Colorado Springs). Upon completion of the contract work, all temporary waterlines shall be removed.

106.16 Temporary Electric Light and Power

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

106.17 Temporary Heat

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

106.18 Temporary Enclosures

The Contractor shall provide and maintain temporary enclosures for the work as may be required to permit continuation of interior work during inclement weather, if wall and roof construction has progressed sufficiently to make interior work possible.

106.19 Clean-Up

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

Section 107 INSURANCE AND INDEMNITY

107.00 Contractor's Insurance

For the duration of the Contract, Contractor shall, at his own expense, procure and maintain insurance and shall require all subcontractors of all tiers to provide and maintain insurance of the type and in the limits as set forth below, on all operations, in companies authorized to do

business in the State of Colorado and rated by A.M. Best's Rating as A:VIII or better, or in companies acceptable to City of Colorado Springs, as follows:

(a) Workers' Compensation and Employer's Liability Insurance.

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

(b) General Liability Insurance.

Commercial General Liability insurance covering all operations by or on behalf of Contractor providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

- (2) premises and operations liability;
- (3) products liability
- (4) completed operations liability shall be provided for two years following substantial completion of the work;
- (5) contractual liability insuring the obligations assumed by Contractor in this agreement;
- (6) property in the care, custody and control of the contractor;
- (7) X.C.U. Coverage – If the contract requires any work procedures involving blasting, excavating, tunneling, or other underground work, the liability coverage shall include coverage commonly referred to as X.C.U. for explosion, collapse and underground hazards.
- (8) personal injury liability; and
- (9) railroad liability within 50' of railroad, if working within the vicinity of any railroad, bridge, trestle, track, roadbed, tunnel, underpass or crossing.

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

The limits of liability shall not be less than:

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

(c) Automobile Liability Insurance.

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

(d) Professional Liability.

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

(e) Pollution Liability.

In the event the Services involve any excavation, subsurface, underground, or dewatering work, contractor must carry at all times during the term of this Agreement, and for twenty-four (24) months following termination of this Agreement, a Pollution

Liability policy with limits not less than \$1,000,000 per occurrence (or claims made) and not less than \$1,000,000 aggregate for Bodily Injury, Personal Injury and Property Damage. This coverage must include any losses arising from transit exposures and also include all costs associated with clean-up, containment, and disposal of any hazardous liquids or materials.

(f) Umbrella/Excess Liability.

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

(g) Deductible or Self-Insured Retention.

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

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

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

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

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

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

107.01 Builder's Risk Insurance.

The City will maintain Builder's Risk or Installation Floater insurance or self-insure, protecting the interests of the City and the Contractor. Insurance coverage will be provided an "all-risk", replacement-cost basis, insuring against all insurable risks of physical loss or damage. The City may purchase flood and earthquake coverage that could be subject to varying deductibles. The policies for such insurance will be secured and maintained by the City in a form and amount consistent with such coverage commonly purchased for large construction projects.

- (a) Coverage will include materials, supplies, and equipment that are intended for specific installation in the work while such materials, supplies and equipment are located at the project site.
- (b) This insurance will not include coverage for tools or clothing of workers, or tools, equipment, protective fencing, scaffolding, temporary structure, bracing, or forms owned, rented, or used by the Contractor, its subcontractors, or uninsured parties and used in the performance of the work, unless such items are specifically identified in the contract and their values declared under the builder's risk insurance policy.
- (c) The City, its Board of Directors, officers, agents, employees, and consultants rendering services at the project site will not be liable or responsible for loss or damage to the items excluded under the Builder's Risk coverage, and the Contractor shall indemnify and hold harmless the City, its Board of Directors, officers, agents, employees, its consultants rendering services at the project site, other project contractors, and their subcontractors from claims or causes of action brought by any person or parties as a result of loss or damage to such excluded items.
- (d) The Builder's Risk policy will be endorsed waiving the carrier's rights of recovery under subrogation against the City, its Board of Directors, officers, agents, employees, and consultants rendering services at the project site and the Contractor.
- (e) The Contractor shall be liable for a deductible not to exceed \$10,000.00 for each occurrence insured under the coverage.

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

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

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

107.02 Indemnification

Contractor agrees that the Contractor shall indemnify, defend and hold harmless the City, its officers, employees and agents, from and against any and all loss, damage, injuries, claims, cause or causes of action, or any liability whatsoever resulting from, or arising out of, or in connection with the Contractor's obligations or actions under this Contract due to the Contractor's errors, omissions or negligence.

107.03 Third Party Liability

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

107.04 Risk Insurance

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

Section 108 ROYALTIES, PATENT INFRINGEMENTS, SPECIAL LICENSES AND PERMITS

108.00 Royalties and Patents

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

108.01 Permits, Licenses and Regulations

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

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

Prior to the start of construction, the Contractor shall procure all permits and licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. Copies of the fully executed permits shall be furnished to the Engineer. It is the responsibility of the Contractor to be aware of the terms and conditions of all permits, and it is the Contractor's responsibility that the terms and conditions are satisfied, including but not limited to the requirements of subsections 103.05 and 106.12.

Section 109 WORK PROVISIONS AND RULES

109.00 Commencement and Completion of Work

- (a) Preconstruction Conference. After issuance of Notice of Award, or as otherwise established by the City, a preconstruction conference shall be held for review of the construction schedule, Contractors written list of subcontractors and suppliers, written list of all required permits, project contracts, utility support plan, water control plan, Traffic Control Supervisor name and telephone number, gradations, test results, certifications, review procedures for handling shop drawings and other submittals, processing applications for payment, and other pertinent items.
- (b) At the Preconstruction Conference, the Contractor shall furnish the engineer a written list of all permits required for the proper completion of the Contract. The list shall clearly

identify the type of permit or permits that must be obtained before work on any particular phase or phases of work can be started.

- (c) The Contractor shall commence work within ten (10) calendar days after the date specified on the Notice to Proceed and complete the contract within the number of calendar days or by the date specified in the proposal form. Unless otherwise noted in the Contract, the number of days identified in the Proposal Form are calendar days.
- (d) The dates fixed for commencement and completion of the work may be extended by the Engineer. All requests for extension of time by the Contractor shall be made in writing to the Engineer and shall set forth the reasons for such requests. The Engineer shall fix the period of extension, if any. The Engineer's decision shall be binding upon the parties hereto. Requests for extension of time received twenty (20) or more days after the occurrence of the delay will not be honored. No requests for extension of time shall be honored if submitted after the completion date.
- (e) If satisfactory execution and completion of the contract shall require work or materials in greater amounts or quantities other than those set forth in the contract, then the contract time shall be adjusted at the time of the execution of the Change Order. No allowance will be made for delays or suspension of the prosecution of the work due to the fault of the Contractor.

109.01 Failure to Complete Work on Time, Liquidated Damages

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

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

109.02 Work in Bad Weather

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

The granting of a time extension for inclement weather does not imply or guarantee that additional compensations for incidental and appurtenant work caused by such weather will be approved or authorized by the Engineer. The Contractor is instructed to include as part of the Contractor's total bid price the costs for such weather delays as can be reasonably anticipated. The Engineer will be the sole judge as to the reasonableness of delays for inclement weather.

109.03 Excusable Delays

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

- (a) Acts of God or of the public enemy,
- (b) Acts of the Government in either its sovereign or contractual capacity,
- (c) Acts of another Contractor in the performance of a contract with the Government,
- (d) Fires,
- (e) Floods,
- (f) Epidemics,
- (g) Quarantine restrictions,
- (h) Strikes,
- (i) Freight Embargos,
- (j) Unusually severe weather, or
- (k) Delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the Subcontractors or Suppliers.

109.04 Compensation for Compensable Delays

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

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

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

109.05 Emergency Work

In an emergency affecting the safety of life or of the work or of adjoining property, the Contractor is, without special instructions or authorization from the Engineer, hereby permitted to act at Contractor's discretion to prevent such threatening loss or injury. Contractor shall also act, without appeal, if so authorized or instructed by the Engineer. Any compensation claimed by the

Contractor on account of emergency work shall be determined by agreement or in accordance with the Changes in Work Provision of this contract.

109.06 Value Engineering Change Proposals by the Contractor

The Contractor is encouraged to develop and offer proposals for improved construction techniques, alternative materials and other innovations. Proposals must provide a project comparable to the City's original design either at lower cost, with improved quality, or both. Bid prices shall not be based on the anticipated approval of a Value Engineering Change Proposal (VECP). Proposals shall be submitted only by the successful bidder after contract award. If a VECP is rejected, the work shall be completed in accordance with the Contract at contract bid prices. The Contractor shall have no claim against the City for compensable or noncompensable delay to the Contract based on the failure to respond to the proposal.

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

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

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

- (a) VECPs that will be considered are those that would produce savings to the City or provide improved project quality without impairing essential functions and characteristics of the facility. Essential functions include but are not limited to: service life, economy of operation, ease of maintenance, desired appearance, safety, and impacts to the traveling public or to the environment during and after construction.
- (b) *Submittal of Conceptual Proposal.* For VECPs that require a significant amount of design or other development resources, the Contractor may submit an abbreviated Conceptual Proposal for preliminary evaluation. The Engineer will evaluate the information provided and advise the Contractor if any conditions or parameters of the Conceptual Proposal are found to be grounds for rejection. Preliminary review of a conceptual proposal reduces the Contractor's risk of subsequent rejection but does not commit the City to eventual approval of the full VECP. The following information shall be submitted for each Conceptual Proposal.
 - 1. A statement that the proposal is submitted as a Conceptual VECP.
 - 2. A general description of the difference between the existing Contract and the proposed change, and the advantages and disadvantages of each, including effects on cost, service life, economy of operation, ease of maintenance, desired appearance, safety, and impacts to the traveling public or to the environment during and after construction.
 - 3. A set of conceptual plans and a description of proposed changes to the Contract specifications.
 - 4. An estimate of the anticipated cost savings or increase.
 - 5. A statement specifying:
 - a. when a response to the conceptual proposal from the City is
 - b. required to avoid delays to the existing contract prosecution,
 - c. the amount of time necessary to develop the full Proposal,
 - d. the date by which a Contract Modification Order must be executed
 - e. to obtain maximum benefit from the Proposal, and
 - f. the Proposal's impact on time for completing the Contract.

- (c) *Submittal of Full Value Engineering Change Proposal.* The following materials and information shall be submitted with each proposal.
1. A statement that the proposal is submitted as a VECP.
 2. A description of the difference between the existing Contract and the proposed change, and the advantages and disadvantages of each, including effects on service life, economy of operation, ease of maintenance, desired appearance, safety, and impacts to the traveling public or to the environment during and after construction.
 3. A complete set of plans and specifications showing the proposed revisions relative to the original Contract. This portion of the submittal shall include design notes and construction details. The proposed plans and specifications shall be signed and sealed by the Contractor's engineer.
 4. A complete analysis indicating the final estimated costs and quantities to be replaced by the Proposal compared to the new costs and quantities generated by the Proposal. All costs and proposed unit prices shall be documented by the Contractor.
 5. A statement specifying the date by which a Contract Modification Order must be executed to obtain the maximum cost reduction during the remainder of the Contract.
 6. A statement detailing the effect the Proposal will have on the time for completing the Contract.
 7. A description of any previous use or testing of the proposed changes and the conditions and results. If the Proposal was previously submitted on another City project, the proposal shall indicate the date, Contract number, and the action taken by the City.
 8. An estimate of any effects the VECP will have on other costs to the City.
 9. A statement of life cycle costs, when appropriate. Life cycle costs will not be considered as part of cost savings but shall be calculated for additional support of the Proposal. A discount rate of four percent shall be used for life cycle calculations.
 10. A statement specifying when a response from the Owner is required to avoid delays to the prosecution of the Contract.
- (d) *Evaluation.* VECPs will be evaluated in accordance with the following:
1. The Engineer will determine if a Proposal qualifies for consideration and evaluation. The Engineer may reject any Proposal that requires excessive time or costs for review, evaluation, or investigations. The Engineer may reject proposals that are not consistent with the City's design policies and criteria for the project.
 2. The Engineer will reject all or any portion of work performed under an approved VECP if unsatisfactory results are obtained. The Engineer will direct the removal of such rejected work and require construction to proceed under the original Contract requirements without reimbursement for work performed under the proposal, or for its removal.
 3. VECPs, whether or not approved by the City, apply only to the ongoing Contracts referenced in the Proposal and become the property of the City. Proposals shall contain no restrictions imposed by the Contractor on their use or disclosure. The City has the right to use, duplicate and disclose in whole or in part any data necessary for the utilization of the Proposal. The City retains the right to utilize any accepted Proposal or part thereof on other projects without obligation to the Contractor. This provision is subject to rights provided by law with respect to patented materials or processes.
 4. If the City is already considering certain revisions to the Contract or has approved certain changes in the Contract for general use that are subsequently proposed in a VECP, the Engineer will reject the Proposal and may proceed to implement these changes without obligation to the Contractor.
 5. The Contractor shall have no claim against the City for additional costs or delays resulting from the rejection or untimely acceptance of a VECP. These costs include but are not limited to: development costs, loss of anticipated profits, increased material or labor costs, or untimely response.
 6. Proposals will be rejected if equivalent options are already provided in the Contract.
 7. Proposals that only reduce or eliminate contract pay items will be rejected.

8. The savings generated by the Proposal must be sufficient to warrant a review and processing, as determined by the Engineer.
 9. A Proposal changing the type or thickness of the pavement structure or changing the design of a bridge will be rejected.
 10. Additional information needed to evaluate Proposals shall be provided in a timely manner. Untimely submittal of additional information will result in rejection of the Proposal. Where design changes are proposed, the additional information shall include results of field investigations and surveys, design and computations, and changed plan sheets required to develop the design changes.
- (e) *Payment.* If the VECP is accepted, the changes and payment will be authorized by Contract Modification Order. Reimbursement will be made as follows:
1. The changes will be incorporated into the Contract by changes in quantities of unit bid items, new agreed unit price items, or both, as appropriate, under the Contract.
 2. The cost of the revised work as determined from the changes will be paid to the Contractor. The City will pay the Contractor 50 percent of the savings to the City upon completion of the value analysis work. The savings to the City shall be the difference between the cost of the revised work and the cost of the related construction required by the original Contract computed at Contract bid prices.
 3. Costs incurred by the Contractor for development, design, and implementation of the VECPs will not be reimbursed.
 4. When work performed under an approved VECP is modified to fit field or other conditions, the maximum amount paid for the work will be limited to that which would have been paid if the work had been performed under the original contract provisions. The rejection or limitation of reimbursement shall not constitute the basis of any claim against the City for delay or for other costs except as allowed under the original Contract.

109.07 Authority of the Engineer

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

The Engineer has authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract or for the convenience of the City. The Project Engineer/Manager may order the Contractor, by giving fifteen (15) days written notice, to suspend, delay, or interrupt all or any portion of the work required by the Contract for a period of up to 10 ten calendar days at no additional cost to the City. The Engineer may immediately stop the work when it is determined that the public's safety and welfare is in jeopardy.

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

109.08 Duties of the Inspector

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

109.09 Construction Observation and Inspection

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

All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. The Engineer shall have the right to reject materials and workmanship, which are defective, or require their correction. Rejected workmanship shall be satisfactorily corrected and rejected materials shall be removed from the premises without charge to the City. If the Contractor does not correct such condemned work and remove rejected materials within a reasonable time fixed by written notice, the City may remove them and charge the expense to the Contractor.

Should it be considered necessary or advisable by the Engineer at any time before final acceptance of the entire work to make an examination of work already completed, by removing or tearing out same, the Contractor shall on request promptly furnish necessary facilities, labor and materials. If such work is found to be defective in any material respect due to fault of the Contractor or his subcontractors, he shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus fifteen (15) percent, will be allowed the Contractor.

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

If the Engineer shall point out to the Contractor, Contractor's foreman, or agent any neglect or disregard of the contract provisions, such neglect or disregard shall be remedied and further defective work be at once discontinued.

The Contractor shall execute the work only in the presence of the Engineer or authorized representative, unless provision has been made for the work to proceed without complete engineering supervision or inspection. The presence of the Engineer or authorized representative shall in no way relieve the Contractor of the responsibility of this contract, or be any warrant for the furnishing of bad material or poor workmanship.

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

109.10 Contractor Cooperation

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

- (a) Discrepancies: If the Contractor, as the work progresses, finds any discrepancies between the Plans and physical conditions or any errors in the Plans or layout as given by the stakes or instructions, it shall be the Contractor's duty to inform the Engineer in writing and the Engineer shall address such discrepancy in a reasonable period of time. Any work done after such discovery until authorized will be done at the Contractor's risk.
- (b) Workmen, Methods and Equipment: Permission from the Engineer to use any particular methods, equipment or appliances shall not be so construed as to relieve the Contractor from furnishing other equipment or appliances or adopting other methods when those in use prove unsatisfactory to the Engineer, or as to bind the Engineer to accept work which does not comply with the contract.

109.11 Contractor's Responsibility for Work

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

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

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

109.12 Protection of Utilities

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

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

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

Any information concerning underground utilities shown on the drawings is intended to be merely an aid to the Contractor. The accuracy of information with respect to underground utilities is not guaranteed. The Contractor shall make their own investigation, including exploratory excavations, to determine the locations and type of existing mains or service laterals or appurtenances when their presence can be inferred from the presence of other visible facilities, such as building, manholes, inlets, meters and junction boxes, on or adjacent to the site of the work. If the Contractor discovers utility facilities not identified in the plans or specifications or in a position different from that shown in the plans and specifications, the Contractor shall immediately notify, verbally and in writing, the Engineer and Owner of the utility facility.

Before any excavation is begun in the vicinity of water lines, railroad tracks, or structures, sewer lines, telecommunication conduits or cablevision line, each utility company, department, or

company concerned must be notified in advance of such excavation, and such excavation shall not be made until an authorized representative of the utility concerned is at the site.

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

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

The costs of damages due to the Contractor's operation or the cost of protecting utilities where alteration or relocation is not required to permit construction of the project shall be included in the original contract price for the project.

Should any pipe line, water lines, or gas mains, electrical conduits, sewer pipes, overhead wiring, telecommunication lines, power lines, or any other such utilities, not specifically mentioned and provided for elsewhere as a part of this contract, have to be moved, repaired, reconditioned, or revised due to the construction, or moved temporarily to permit construction of the project the party or parties owning and operating such utilities shall perform the actual work of moving, repairing, reconditioning, or revising such utilities. The cost of this work shall be borne by the utility companies involved, unless other agreements are reached with the City.

(a) Existing Utilities

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

(b) Utility Support Systems:

1. If required by the contract documents, or requested by the Engineer, the Contractor shall submit shop drawings for the method of temporary support for all existing utilities during construction. The temporary support details for existing utilities shall be submitted for review and approval prior to performance of the work. Shop

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drawings must bear the seal of a Professional Engineer registered in the State of Colorado, unless so waived by the City.

2. Regardless of City approved shop drawings, the Contractor shall be responsible for the satisfactory support of the utility system and any damages that may occur to the utility involved.
- (c) Electric Utility Installation:
1. Any electric facilities unless otherwise noted are to be relocated or modified by the City of Colorado Springs Electric Department. The Contractor shall coordinate the work with the Electric Department and the Electric Department's Contractor.
 2. Light Pole Installation or Relocation:
 - a. The Contractor is responsible for coordinating with CSU Electric, removing existing light pole foundations, constructing new light pole foundations, installing new conduits, and installing lighting junction boxes. The Contractor is responsible for coordinating with CSU Electric for the de-energizing and removal of existing light poles.
 - b. Colorado Springs Utilities (CSU) Electric Division will remove the existing light standards, reset the light standards upon completion of the new foundations, conduit and junction boxes, pulling wire, and beginning operations of the lighting within the project limits. The Contractor is responsible for scheduling and coordination with CSU crews for reinstallation and re-energizing completed light poles.
- (d) Gas Utilities: The Contractor is responsible for coordinating with CSU Gas for the relocation of existing Gas lines. Colorado Springs Utilities Gas Division will relocate the existing gas lines as necessary to install project improvements within the project limits. The Contractor is responsible for scheduling and coordination with CSU crews.
- (e) Telecommunication Agencies: Any telephone facilities unless otherwise noted are to be relocated or modified by the respective private utility company. The Contractor shall coordinate the work with the respective private utility company.
- (f) Cablevision: The television utilities are to be relocated by Cablevision. The Contractor shall coordinate the work with Cablevision.

109.13 Labor

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

Eight (8) hours shall constitute a day's labor and Monday through Friday shall constitute a workweek. In no event shall the City be responsible for overtime pay.

109.14 Employment of Labor

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

109.15 Equal Employment Opportunity

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

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, sex, color 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, religion, sex, color or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship.
- (b) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (c) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, color or national origin.

109.16 Federal Funds

If this contract is a Federally assisted construction contract all applicable federal requirements, terms and conditions, provisions and forms will be included in the bidding documents. Additionally, the Contractor agrees as follows:

1. The Contractor shall complete and submit with its bid all federal forms and certifications included in the bidding documents.
2. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
3. 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.
4. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Secretary of Labor, State of Colorado Civil Rights Commission and any other governmental agency entity which may be assisting with the funding under this contract for purposes of investigation to ascertain compliance with such rules, regulations and orders.
5. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts or Federally assisted construction contracts in accordance with the procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or otherwise provided by law.
6. The Contractor shall include 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 No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor

or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the city, state, or any federal governmental entity may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or threatened with, litigation with a subcontractor or vendor as a result of such direction by the city, state, or any federal governmental entity, the Contractor may request the city, the state, or the United States to enter into such litigations to protect the interests of such governmental entity.

109.17 Superintendence

The Contractor shall give the work the constant attention necessary to facilitate the progress thereof and shall cooperate with the Engineer and with other Contractors or utility company employees in every way possible. The Contractor shall have at all times, on the work, as Contractor's agent, a competent superintendent capable of reading and thoroughly understanding the Plans and Specifications, and who shall have the necessary authority to receive and promptly execute the instructions and orders from the Engineer or the Engineer's authorized representative. Such superintendent shall be furnished irrespective of the amount of work sublet. The Contractor shall supply the Engineer with a list of phone numbers at which the Contractor, his superintendent and foreman can be reached at any time. The assigned Superintendent must adhere to the cooperation requirements specified in Section 108.08 and is subject to removal if so ordered in writing by the Engineer/Project Manager.

109.18 Preparation

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

109.19 Staking Work

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

Any instrument man or survey assistant employed on the work by the Contractor or his Subcontractors who is judged by the Engineer to be incompetent shall be removed from the work and replaced by a competent individual.

109.20 Deviation Allowed

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

109.21 Right-of-Way

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

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

109.22 Shop Drawings and Submittals

The Contractor shall submit to the Engineer all shop drawings, submittals and schedules required for the work, including those pertaining to structural and reinforcing steel within fifteen calendar days from the date of the Notice of Award. The Contractor shall make any corrections in the drawings required by the Engineer, and resubmit the same without delay.

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

109.23 Record Drawings

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

(a) Drawings:

1. Depths of various elements of foundation in relation to finish floor datum.
2. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements and project survey control.
3. Location of internal utilities and appurtenances concealed in the construction, referenced to permanent surface improvements and project survey control.
4. Field changes of dimensions and detail.
5. Changes made by Field Order or by Change Order.
6. Details not on original Contract Drawings.

(b) Specifications and Addenda:

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

109.24 Materials

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

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

109.25 Material Inspection at Plant

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

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

The City reserves the right to retest all materials which have been previously tested or inspected. The retesting may be prior to or after incorporation of the materials into the work. Those materials inspected and tested after delivery on the project or after incorporation into the work that do not meet the requirements of the Contract will be rejected.

109.26 Handling Materials

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

109.27 City Furnished Materials

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

The cost of handling and placing materials after they are made available to the Contractor shall be included in the contract price for the item.

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

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

109.28 Buy America Requirements

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

With every steel or iron product that requires pre-inspection, pretesting, certified test results, or certificate of compliance, the Contractor shall provide a certification by each supplier, distributor, fabricator, and manufacturer that has handled the steel or iron product that every process, including the application of a coating, performed on the steel or iron product either has or has not been carried out in the United States of America. These certifications shall create a chain of custody trail that includes every supplier, distributor, fabricator, and manufacturer that handles the steel or iron product. The lack of these certifications will be justification for rejection of the steel or iron product. Upon completion of the project, the Contractor shall certify in writing of compliance with this requirement and provide evidence of the project delivered cost of all foreign steel or iron permanently incorporated into the project.

109.29 Testing of Materials

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

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

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

(a) Requirements for Independent Testing Consultants.

1. Comply with "Recommended Requirements for Independent Laboratory Qualifications", latest edition, published by the personnel, facilities, equipment and other qualification data, including; Report of inspection of facilities made by the American Council of Independent Laboratories, and basic requirements of ASTM E-329, "Standards of Recommended Practice for Inspection and Testing Agencies for Concrete, Steel, and Bituminous Materials as Used in Construction", latest edition.
2. Submit to the City for prior approval, the name and address of the proposed testing laboratory with description of personnel, facilities, equipment and other qualification data. Certificate of calibration of applicable testing equipment made by an accredited calibrated agency within 12 months prior to submittal date.

(b) Test Reports

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

(c) Contractor Responsibilities

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

109.30 Differing Site Conditions

The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Project Engineer/Manager of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in this contract.

The Project Engineer/Manager shall promptly investigate the site conditions after receiving the notice. If the Engineer/Project Manager determines that conditions do materially differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions encountered, an equitable adjustment shall be made under this clause and the contract modified accordingly.

No request by the Contractor for an equitable adjustment to the contract shall be allowed, unless the Contractor has given the proper written notice and the Project Engineer/Manager determine the condition is in fact a Differing Site Condition; furthermore, the City of Colorado Springs shall not be liable for an equitable adjustment under this clause if the Contractor disturbed or repaired

the condition without prior inspection by the Project Engineer/Manager, or if the contract is completed.

109.31 Changed Conditions

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

During the progress of the work, the City may find it advisable, and it shall have the right to omit portions of the work and to increase or decrease any items as may be deemed necessary or desirable without changing the unit prices in the proposal, provided such increase or decrease does not exceed fifteen percent (15%) of the total monetary value of the original contract. If the material or labor involved in such a change is not included in the unit prices of the contract, but forms an inseparable part of the work to be done under this contract, and the delay involved in asking for the advertising for bids and the letting of a new contract therefore might result in damage, injury, or impairment of the plant, work system or other property belonging to the City, the City may, in its discretion, declare an emergency and require the Contractor to proceed with such alterations and additions. The Contractor will not, however, be required to perform such extra work and furnish such extra materials without a written Change Order from the Engineer. The parties hereto shall agree upon any sum to be paid for said work in advance of performing it. The Contractor shall make no claims for extra work unless the work was performed as authorized by a properly executed Change Order. Additional compensation or credit for work covered by a Change Order must be determined by one or a combination of the following methods:

- (a) Unit bid prices previously approved.
- (b) An agreed lump sum.
- (c) The actual cost of:
 - 1. Labor (including foremen and extra supervision if required).
 - 2. Materials entering permanently into the work.
 - 3. Rental cost of construction plant and equipment used for the work.
 - 4. Power and fuel required for the operation of power equipment used for change order work.
 - 5. The Contractor shall furnish a breakdown of cost including but not limited to bills, payrolls, invoices and vouchers covering the cost of the work. To this cost there shall be added a fixed fee to be agreed upon, but not to exceed fifteen percent (15%) of the cost of work. The fee shall be compensation to cover the cost of management, insurance, benefits, bond, profit and any other general expenses.
- (d) The cost of Subcontractor's work shall be determined according to methods 2 and 3, above, to which the Contractor may add a maximum of fifteen percent (15%), which amount shall be compensation for the cost of the Contractor's management, insurance, benefits, bond, profit, and any other general expenses.

109.32 Changes in the Work

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

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

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

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

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

109.33 Protests

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

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

109.34 Removal and Suspension for Defective Work

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

109.35 Cleaning Up and Final Inspection

The Contractor shall at the completion of the work, remove all rubbish from and about the work and all tools, equipment, scaffolding, and surplus materials and shall leave the work clean and ready for use. In case of dispute, the City may remove the rubbish and surplus materials and charge the cost to the Contractor.

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

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

109.36 Cutting and Patching

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

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

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

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

109.37 Final Tests

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

109.38 Correction of Work After Final Payment

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

109.39 Personal Liability of Public Employees

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

109.40 No Waiver of Legal Rights

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

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

Upon completion of the contract, the City will make final inspection and notify the Contractor of acceptance. Final acceptance shall not preclude the City from correcting any measurement, estimate, or certificate made before or after completion of the Contract, nor from recovering from the contractor or surety, or both, overpayments sustained because the Contractor failed to fulfill the obligations under the contract. A waiver on the part of the City of Colorado Springs any breach of any part of the Contract shall not be held to be a waiver of any other breach.

The contractor without prejudice to the terms of the Contract shall be liable to the City, for latent defects, fraud, or such gross mistakes, as may amount to fraud, or as regards the City's rights under any warranty or guarantee.

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

- (a) All work shall be constructed in compliance with standard construction codes, and all materials and workmanship must be guaranteed for a period of two years from the date of final acceptance. The Contractor guarantee period (two-year warranty period) will not begin until the contract is 100 percent complete, as determined by the Engineer. Acceptance of the 100 percent complete contract shall be requested in writing by the Contractor. Any item requiring repair and/or replacement prior to expiration of the two-year warranty period shall be guaranteed for a period of one-year after the date of said correction or repair or for the remainder of the two-year warranty period, whichever is longer.
- (b) In placing orders for equipment, the Contractor shall purchase same only under a written guarantee from the respective manufacturers that the equipment supplied will function satisfactorily as an integral part of the completed project in accordance with the Plans and Specifications. Furthermore, the Contractor shall require that the manufacturer agree in writing at the time order of equipment is placed that manufacturer will be responsible for the proper functioning of the equipment in cooperation with the Contractor, and that whenever necessary during the installation period or tuning up period following construction period, the manufacturer will supply without additional cost to the City, such superintendence and mechanical labor and any adjustments and additional parts and labor needed to make the equipment function satisfactorily, even if the same was not shown on approved shop drawings.

109.41 Acceptance

- (a) *Partial Acceptance.* If, during the prosecution of the project, the Contractor satisfactorily completes a unit or portion of the project, such as a structure, an interchange, or a section of road or pavement that can be used advantageously for traffic, the Engineer may make final inspection of that unit. If the Engineer finds that the unit has been satisfactorily completed in compliance with the Contract, the Contractor may be relieved of further responsibility for that unit except as otherwise provided in these general provisions. Partial acceptance shall not void or alter any of the terms of the Contract.
- (b) *Final Acceptance.* Upon notice from the Contractor of presumptive completion of the entire project, the Engineer will make an inspection. If the work provided for by the Contract has been satisfactorily completed, that inspection shall constitute the final inspection and the Engineer will notify the Contractor in writing of final acceptance indicating the date on which the project was inspected and accepted.

If the inspection discloses any unsatisfactory work, the Engineer will give the Contractor a written list of the work needing correction. Upon correction of the work, another inspection will be made. If the work has been satisfactorily completed, the Engineer will notify the Contractor in writing of the date of final inspection and acceptance. Final acceptance under this subsection does not waive any legal rights contained in subsection 109.40.

Section 110 PAYMENTS AND ACCEPTANCE OF WORK

110.00 Payments and retainage

Payments will be made, and required retainage withheld if applicable, in accordance with this section as the work progresses at the end of each month or as soon thereafter as practicable in compliance with Title 24, Article 91, Section 103 and Section 110, Colorado Revised Statutes, on statements made and approved by the Engineer. In preparing statements, only completed work will be taken into consideration. No payment will be made for materials in storage and/or delivered to the site, unless otherwise approved by the City.

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

- (1) If the contract exceeds ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00), and is for the construction, alteration, or repair of any highway, public work, or public improvement, structure, and; the contractor has provided Performance, and Payment Bonds: the City of Colorado Springs shall authorize partial progress payments of the amount due under this contract monthly, or as soon thereafter as practicable, to the contractor, if the contractor is satisfactorily performing the contract. If the City of Colorado Springs finds that satisfactory progress is being achieved during any period for which progress is to be made, the City of Colorado Springs may authorize payment to be made in full without withholding retainage. However, if satisfactory progress has not been made, the City of Colorado Springs may retain a maximum of ten percent (10%) of the amount of the requested payment until satisfactory progress is achieved. When the work is substantially complete, the City of Colorado Springs may retain from the remaining unpaid balance that amount the City Contracting Manager, at the advice of the City's project manager, considers adequate for protection of the City, suppliers and subcontractors, and shall release to the Contractor all the remaining funds associated with completed and acceptable work.

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

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

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

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

- (3) **CONTRACTS UNDER ONE HUNDRED FIFTY THOUSAND DOLLARS:** If the contractor is not progressing in accordance with the project schedule or not performing quality work in accordance with the specifications, the Project Manager may, at that point start withholding retainage up to and including ten percent (10%) of the total contract amount.

110.01 Correction of Work Before Final Payment

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

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

110.02 Payments Withheld Prior to Final Acceptance of Work

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

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

(d) Damage to another contractor.

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

110.03 Acceptance of Final Payment

Upon notice that the work is fully completed, the Engineer will make a final inspection. If the Engineer finds the work acceptable under the contract and the contract is fully performed, the work may be finally accepted by the Engineer under the terms and conditions of the contract. The entire balance found by the Engineer to be due the Contractor, including the retained percentage, less any retention based on; (1) the Engineer's estimate of the fair value of the claims against the Contractor; and (2) the cost of completing the incomplete or unsatisfactory items of work with specified amounts for each incomplete or defective item of work; and (3) retentions required by law, shall be due and payable to the Contractor. The date of completion is the date as specified in the Certificate of Completion issued by the Engineer.

Upon completion of the work under the contract and before the Contractor shall receive or be paid for the Engineer's final statement, the City Contracts Office shall post a notice on the web-site coloradosprings.gov/contracting/contracting that the City has accepted such work as completed according to the Plans and Specifications and rules set forth in the contract; that the Contractor is entitled to final settlement; that after the date specified in the Notice, the City will pay the full balance due under the contract; and that persons having claims for labor or material furnished the Contractor must present their claim to the City Contracts Office prior to the date specified for such payment. Nothing herein shall be construed as relieving the Contractor and the sureties on the Contractor's bonds from any claim or claims for work or labor done or materials or supplies furnished in the execution of the contract.

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

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

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

Section 111 TERMINATION OF CONTRACT

111.00 The City's Right to Terminate Contract

In accordance with the City Charter, performance of the City's obligations under this contract is expressly subject to appropriation of funds by the City Council. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of the City's obligations under this contract, or appropriated funds may not be expended due to City Charter spending limitations, then the City may terminate this contract without compensation to the Contractor.

If the termination is for failure of the contractor to fulfill the contract obligations, the City may terminate the subject contract for Default, and complete the work by contract or otherwise, and the contractor shall be liable for any additional cost incurred by the City. Prior to issuing a Termination for Default, the City will issue a Notice to Cure allowing the contractor a minimum of

ten (10) calendar days to prepare a plan to correct whatever failures are causing the contract obligation failure(s). The City will have the right to accept the plan of correction or to continue with the Termination for Default.

Where the contract has been terminated for Default by the City, said termination shall not affect or terminate any of the rights of the City as against the Contractor or his surety then existing or which may thereafter accrue because of such default. Any retention or payment of monies by the City due the Contractor under the terms of the contract shall not release the Contractor or the Contractor's surety from liability for the Contractor's default.

If the Contractor should become bankrupt and a relief from stay is granted to the City, or if the Contractor should make a general assignment for the benefit of Contractor's creditors, or if a receiver should be appointed on account of Contractor insolvency, or if Contractor should persistently or repeatedly refuse or should fail, except in cases for which extensions of time are provided, to supply enough properly skilled workmen or materials, or if Contractor should fail to make payments to subcontractors or for material or labor so as to affect the progress of the work, or breach, or substantially violate any provision of the contract, then the City, upon the written notice of the Engineer may, without prejudice to any other right or remedy, terminate the contract for default and take possession of the premises and of all materials, tools, equipment, and other facilities installed on the work and paid for by the City, and finish the work by whatever method the City may deem expedient. In such cases, the Contractor shall not be entitled to receive any further payment under the contract.

The City may also terminate this contract for convenience of the City, upon written notice to the Contractor, without additional compensation to the Contractor, unless the Contractor has started or performed portions of the contract prior to receiving such notice. If performance of the contract is underway, the City will be liable only for the portions of work actually satisfactorily completed up to the point of the issuance of the Notice of Termination for Convenience. In no event shall the City be liable for unperformed work or anticipated profits or overhead. Upon receipt of this notice the Contractor shall immediately: discontinue all services affected (unless the notice directs otherwise), and deliver to the City all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

111.01 Completion of Contracts in Default

If for any reason a contract is declared in default, the City shall have the right without process or action at law to take over all or any portion of the work and complete it in any manner the City deems most appropriate. Written notice shall be given the Contractor by the City that the contract has been declared in default, and upon receiving such notice, the Contractor shall peaceably relinquish possession of the said work or the parts thereof specified in the notice.

The City may, at its option and at a rental which it considers reasonable, retain all material, equipment, and tools on the work until the work has been completed.

Neither the City nor any officer, agent or employee of the City shall be in any way liable or accountable to the Contractor or the Contractor's surety for the method by which the completion of the said work, or any portion thereof, may be accomplished or for the price paid. Should the cost of completing the work be in excess of the original contract price, the Contractor and Contractor's surety shall be responsible for such excess cost. Should the cost of such completion, including all proper charges, be less than the original contract price, the amount so saved shall accrue to the City. Neither by taking over the work nor by declaring the contract in default shall the City forfeit the right to recover damages from the Contractor or Contractor's surety for failure to complete the entire contract.

111.02 Removal of Equipment

Except as provided in subsection 111.01 above, in the case of termination of this contract before completion from any cause whatever, the Contractor, if notified to do so by the City, shall promptly remove any part or all of Contractor's equipment and supplies from the property of the City, failing which the City shall have the right to remove such equipment and supplies at the expense of the Contractor.

SCHEDULE E

REQUIRED CONTRACT PROVISIONS-FEDERAL-AID CONSTRUCTION CONTRACTS

Follows this page

SCHEDULE F

EXHIBITS

This section includes the examples of the forms used for submitting the required bonds as well as a sample contract format, which will be issued as a result of this solicitation:

- Exhibit 1 -- Bid Bond
- Exhibit 2 -- Performance Bond
- Exhibit 3 -- Materials and Payment Bond
- Exhibit 4 -- Maintenance Bond
- Exhibit 5 -- Sample Contract
- Exhibit 6 -- Notification of Utilities
- Exhibit 7 -- Minimum Insurance Requirements

EXHIBIT 1 CITY OF COLORADO SPRINGS, COLORADO & PIKES PEAK RURAL TRANSPORTATION AUTHORITY BID BOND

1. KNOW ALL MEN BY THESE PRESENTS, THAT:

(contractor name)

(address)

as Principal, hereinafter called Principal, and

(surety name)

(surety address)

a corporation organized and existing under the laws of the State of _____ and authorized to do business within the STATE OF COLORADO, as Surety, hereinafter called Surety, are held firmly bound unto the CITY OF COLORADO SPRINGS, COLORADO as Obligee, and the PIKES PEAK RURAL TRANSPORTATION AUTHORITY as Obligee, hereinafter called the Obligees, for the use and benefit of claimants as hereinbelow defined, in the amount of _____ (\$ _____), lawful money of the United States of America, together with interest as may be provided by law, for the payment whereof Principal and Surety bind themselves, their heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

2. WHEREAS, the Principal has submitted to the Obligees a contract bid dated the _____ day of _____ 2016 for the following contract:

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

3. NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT, If Principal's bid is accepted by the Obligees and the Principal is awarded the contract in whole or in part, and the Principal shall enter into the contract with the Obligees in accordance with the terms of the Principal's 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 the 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 into the contract and give the bond or bonds, if the Principal shall promptly pay to the Obligees the amount of this bond as set forth hereinabove, then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect.

Signed and sealed on the dates set forth below.

_____ FOR: _____
(witness) (Principal's Name)

(seal) BY: _____
ITS: _____
this _____ day of _____, 20__

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

(seal) BY: _____
ITS: _____
this _____ day of _____, 20__

BOND # _____

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

**EXHIBIT 2 LABOR AND MATERIAL PAYMENT BOND
CITY OF COLORADO SPRINGS, COLORADO & PIKES PEAK RURAL TRANSPORTATION
AUTHORITY LABOR AND MATERIAL PAYMENT BOND**

1. KNOW ALL MEN BY THESE PRESENTS, THAT:

_____ (contractor name)

_____ (address)
as Principal, hereinafter called Principal, and

_____ (surety name)

_____ (surety address)
a corporation organized and existing under the laws of the State of _____ and authorized to do business within the STATE OF COLORADO, as Surety, hereinafter called Surety, are held firmly bound unto the CITY OF COLORADO SPRINGS, COLORADO as Obligees, and the PIKES PEAK RURAL TRANSPORTATION AUTHORITY as Obligees, hereinafter called the Obligees, for the use and benefit of claimants as hereinbelow defined, in the amount of: _____ -- (\$_____.00), lawful money of the United States of America, together with interest as may be provided by law, for the payment whereof Principal and Surety bind themselves, their heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

2. WHEREAS, Principal and the Obligees have entered into a contract dated the _____ day of _____, 2016 for the following (project):

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

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

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

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

City of Colorado Springs

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

Signed and sealed on the dates set forth below.

(witness)

(seal)

FOR: _____
(Principal's Name)
BY: _____
ITS: _____
this ____ day of _____, 20__

(witness)

(seal)

FOR: _____
(Surety's Name)
BY: _____
ITS: _____
this ____ day of _____, 20__

BOND # _____

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

EXHIBIT 3 PERFORMANCE BOND

**CITY OF COLORADO SPRINGS, COLORADO & PIKES PEAK RURAL TRANSPORTATION
AUTHORITY PERFORMANCE BOND**

1. KNOW ALL MEN BY THESE PRESENTS, THAT:

(contractor name) _____ address)
as Principal, hereinafter called Principal, and

(surety name)

(surety address)

a corporation organized and existing under the laws of the State of _____ and authorized to do business within the STATE OF COLORADO, as Surety, hereinafter called Surety, are held firmly bound unto the CITY OF COLORADO SPRINGS, COLORADO as Obligee, and the PIKES PEAK RURAL TRANSPORTATION AUTHORITY as Obligee, hereinafter called the Obligees, for the use and benefit of claimants as hereinbelow defined, in the amount of _____ :
_____ - (\$_____.00), lawful money of the United States of America, together with interest as may be provided by law, for the payment whereof Principal and Surety bind themselves, their heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

2. WHEREAS, Principal and the Obligees have entered into a contract dated the _____ day of _____ 2016 for the following (project _____ (IFB B16-T016 NS) (Contract # _____), which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

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

Signed and sealed on the dates set forth below.

(witness) FOR: _____
(Principal's Name)
BY: _____
(seal) ITS: _____
this ____ day of _____, 200__

(witness) FOR: _____
(Surety's Name)
BY: _____
(seal) ITS: _____
this ____ day of _____, 200__

BOND # _____

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

EXHIBIT 4 MAINTENANCE BOND

**CITY OF COLORADO SPRINGS, COLORADO & PIKES PEAK RURAL TRANSPORTATION
AUTHORITY MAINTENANCE BOND**

1. KNOW ALL MEN BY THESE PRESENTS, THAT:

(contractor name)

(address)
as Principal, hereinafter called Principal, and

(surety name)

(surety address)
a corporation organized and existing under the laws of the State of _____
and authorized to do business within the STATE OF COLORADO, as Surety, hereinafter called Surety,
are held firmly bound unto the CITY OF COLORADO SPRINGS, COLORADO as Obligees, and the PIKES
PEAK RURAL TRANSPORTATION AUTHORITY as Obligees, hereinafter called the Obligees, for the use
and benefit of claimants as hereinbelow defined, in the amount of
_____ **NO/100 DOLLARS---** (**\$_____**.00), lawful
money of the United States of America, together with interest as may be provided by law, for the payment
whereof Principal and Surety bind themselves, their heirs, executors, successors and assigns, jointly and
severally, firmly by these presents.

2. WHEREAS, Principal and the Obligees have entered into a contract dated the _____ day of
_____, **2016** for the following (project):

(IFB B16-T016NS)

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

3. NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the Principal
shall promptly, properly and with out cost to the Obligees perform all maintenance and other guarantee
obligations under the terms of the Contract, including any modifications or extensions thereof granted by
the Obligees, for a period of **two (2) years** from the date of final payment upon the Contract by the
Obligees, and in the case of each correction or repair, during a period of one year after the date of said
correction or repair or for the remaining period of years set forth herein, whichever is longer, then this
obligation shall be null and void; otherwise this obligation shall remain in full force and effect.

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

City of Colorado Springs

Page 2

Signed and sealed on the dates set forth below.

_____ FOR:

(witness) (Principal's Name)
(seal) BY: _____
ITS: _____
this ___ day of _____, 20__

_____ FOR:

(witness) (Surety's Name)
(seal) BY: _____
ITS: _____
this ___ day of _____, 20__

BOND # _____

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

F.5 SAMPLE CONTRACT



THE CITY OF COLORADO SPRINGS
and the
**PIKES PEAK RURAL
 TRANSPORTATION AUTHORITY**



CITY/PPRTA CONSTRUCTION CONTRACT

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

THIS FIRM FIXED PRICE CONTRACT, in the Not to Exceed amount of \$_____ made and entered into this ____ day of _____ 2016 by and between the Pikes Peak Rural Transportation Authority (PPRTA), the City of Colorado Springs, Colorado, a municipal corporation, in the County of El Paso, State of Colorado, party to the first part hereinafter in the Contract Documents referred to as the "City", and _____, and trading as an individual or acting as partners consisting of or a corporation organized and existing under the laws of the State of Colorado, hereinafter in the Contract Documents called the "Contractor"; party of the second part.

WITNESSETH:

Whereas the City has heretofore prepared the necessary Contract Documents for: _____ in the City of Colorado Springs; and whereas the party of the second part did on the ____ day of _____ submit to the City their written offer and proposal to do the work therein described under the terms and conditions therein set forth and furnish all labor, materials, tools, equipment, transportation and services for said work in strict conformity with the accompanying Contract Documents which include: Instructions to Bidders, Bid Proposal, Notice of Award, Contract, Performance, Labor and Material Payment and Maintenance Bonds, Notice to Proceed, General Conditions and Special Provisions, Specifications and Drawings.

NOW, THEREFORE, it is hereby agreed that for the considerations and amounts specified in the Bid Proposal and the total contract amount designated above and in the Notice of Award, to be paid by the PPRTA (RTA) and/or the City to the Contractor, Contractor agrees to furnish all materials and to perform all work as set forth in his proposal and as required by the aforesaid Contract Documents.

It is further agreed that the Contractor will start work promptly and continue to work diligently until completed. The contractor shall complete all work within **90** calendar days after the Notice to Proceed as per the specifications and drawings. The Contractor shall provide a two-year guarantee on all works performed under this contract after the job has been completed and accepted.

FISCAL OBLIGATIONS OF CITY

This Agreement is expressly made subject to the limitations of the Colorado Constitution and Section 7-60 of the Charter of the City of Colorado Springs. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Colorado Springs,

contrary to Article X, § 20, Colo. Const., or any other constitutional, statutory, or charter debt limitation. Notwithstanding any other provision of this Agreement, with respect to any financial obligation of the City which may arise under this Agreement in any fiscal year after the year of execution, in the event the budget or other means of appropriation for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure (i) shall act to terminate this Agreement at such time as the then-existing and available appropriations are depleted, and (ii) neither such failure nor termination shall constitute a default or breach of this Agreement, including any sub-agreement, attachment, schedule, or exhibit thereto, by the City. As used herein, the term "appropriation" shall mean and include the due adoption of an appropriation ordinance and budget and the approval of a Budget Detail Report (Resource Allocations) which contains an allocation of sufficient funds for the performance of fiscal obligations arising under this Agreement.

The Contractor and the City agree and acknowledge as a part of this contract, that no Change Order or other form or order or directive may be issued by the City which requires additional compensable work to be performed, which work causes the aggregate amount payable under the contract to exceed the amount appropriated for this contract as listed above, unless the Contractor has been given a written assurance by the City that lawful appropriations to cover the costs of the additional work have been made

The Contractor and the City further agree and acknowledge as a part of this contract that no Change Order or other form or order or directive which requires additional compensable work to be performed under this contract shall be issued by the City unless funds are available to pay such additional compensable work performed under this contract, and expressly waives any rights to additional compensation, whether by law or equity, unless, prior to commencing the additional work, the contractor was given a written Change Order describing the additional compensable work to be performed, and setting forth the amount of compensation to be paid, which Change Order was signed by the authorized City Representative. It is the Contractor's sole responsibility to know, determine, and ascertain the authority of the City representative signing any Change Order under this contract.

Contractor agrees that the Contractor shall indemnify, defend and hold harmless the City, its officers, employees and agents, from and against any and all loss, damage, injuries, claims, cause or causes of action, or any liability whatsoever resulting from, or arising out of, or in connection with the Contractor's obligations or negligent actions under this Contract.

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

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

GRATUITIES:

- 1) The right of the Contractor to proceed or otherwise perform this Contract, and this Contract may be terminated if the City Manager and/or the City Contracting Manager determine, in their sole discretion, that the Contractor or any officer, employee, agent, or other representative whatsoever, of the Contractor offered or gave a gift or hospitality to a City officer, employee, agent or contractor for the purpose of influencing any decision to grant a City Contract or to obtain favorable treatment under any City Contract.
- 2) The terms "hospitality" and "gift" include, but are not limited to, any payment, subscription, advance, forbearance, acceptance, rendering or deposit of money, services, or any thing of value given or offered, including but not limited to food, lodging, transportation, recreation or entertainment, token or award.
- 3) Contract termination under this provision shall constitute an breach of contract by the Contractor, and the Contractor shall be liable to the city for all costs of reletting the contract or completion of the contract. Further, if the Contractor is terminated under this provision, or violates this provision but is not terminated, the Contractor shall be subject to debarment under the City's Procurement Regulations. The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law

or under this Contract."

CONTRACT SIGNATURE PAGE

The Contractor certifies in accord with Section 8-17.5-102(1) C.R.S. that, on the date the Contractor signs this contract, the Contractor does not knowingly employ or contract with an illegal alien who will perform work under this contract and that the Contractor shall participate in the e-verify program or Colorado Department of Labor and Employment program in order to confirm the employment eligibility of all employees who are newly hired for employment or to perform work under this contract. The contractor is expressly prohibited from using basic pilot program procedures to undertake pre-employment screening of job applicants while this Contract and any services under this Contract is being performed.

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

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

THE CITY OF COLORADO SPRINGS, COLORADO:
JEFFREY H. GREENE, CHIEF OF STAFF

SECOND PARTY:	
Corporate Name	
Signature	Date
Title	
Witness	

PIKES PEAK RURAL TRANSPORTATION AUTHORITY (PPRTA):
APPROVAL SIGNATURE

EXHIBIT 6 NOTIFICATION OF UTILITIES

General Information

It is the responsibility of the Contractor to notify all 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 minimum 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 Bid Proposal 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. Electric | (719) 448-4811 |
| 3. Water, Wastewater | (719) 448-4200 |
| 4. Traffic Department | (719) 385-5908 |
| 5. 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 Water Department 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 Water Department 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 we are contacted to determine the problem, the Contractor will be responsible for digging, regardless of the time of day to restore service. Contractor must provide the Water Division 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.

City of Colorado Springs

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 7 MINIMUM INSURANCE REQUIREMENTS

The minimum insurance requirements specified in the General Provisions, Section 107 shall be carried by all contractors as specified in the City's solicitation package, Special Provisions and Standard Specifications.

- Except for workers compensation and employer's liability insurance, the City of Colorado Springs, Pikes Peak Rural Transportation Authority (PPRTA), and the Colorado Department of Transportation (CDOT) 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.
- All coverage furnished by contractor is primary, and that any insurance held by the City of Colorado Springs is excess and non-contributory.
- The certificates of insurance shall provide that there will be no cancellation, reduction or modification of coverage without thirty (30) days' prior written notice to the City of Colorado Springs any cancellation. If CONTRACTOR does not comply with this section, the City may, in addition to any other remedies it may have, terminate this Agreement, subject to any provision of this Agreement.

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

(Name of Company)

(Signature) (Date)

RETURN THIS FORM WITH YOUR BID

SCHEDULE G

G.1 SPECIAL PROVISIONS

SPECIAL PROVISIONS

This section contains any Special Provisions that are applicable on the subject project. If none are listed then none are applicable. In the event there are Special Provisions listed herein, and the terminology of the Special Provisions conflicts with the terminology in the "CITY OF COLORADO SPRINGS ENGINEERING DIVISIONS STANDARD SPECIFICATIONS", latest revision, the Special Provisions listed herein will take precedence.

8.01 DESCRIPTION OF WORK

The work to be done by the Contractor shall consist of the work described in Section II and performing all operations necessary for the construction of this work as described in the plans and specifications, including restoration of all areas disturbed by the construction activities to a condition better than the pre-construction condition.

The Contractor shall obtain all permits and furnish all transportation, materials, tools, equipment, labor and supplies necessary to complete in a workmanlike manner the improvements as shown and specified in these documents. **This project will require the contractor to obtain a CDPS Storm Water Permit**

The Contractor shall be responsible for verification and acceptance of the existing site conditions prior to proposing on the project. The Contractor shall notify the engineer 48 hours prior to the commencement of construction activities.

The Contractor shall be responsible for all work, whether it be performed by himself or by others under a subcontract agreement.

All work required to construct all items in this contract shall be performed in a careful and orderly manner with due consideration given to protection of adjoining property, the public and workmen. Any damage to streets, utilities, public or private property, or the bench marks and construction staking due to the negligence of the Contractor, shall be repaired and restored to its original condition by the Contractor at his expense to the satisfaction of the Engineer. It will be the Contractor's responsibility to ensure that areas not in conflict with new work are not disturbed or damaged during the construction process.

8.02 PRECONSTRUCTION CONFERENCE

Within 10 calendar days after issuance of the Notice of Award, or as otherwise established by the Owner and Engineer, a preconstruction conference shall be held for review of the construction schedule, Contractors list of Subcontractors and suppliers, project contracts, Traffic Control Plan with Supervisor name and telephone number and certifications, procedures for handling shop drawings, processing Applications for Payment, and other pertinent items. The Contractor (and Subcontractor) should address any construction problems which may be foreseen in the execution of the project work at the preconstruction conference.

8.03 EROSION AND DRAINAGE CONTROL

Contractor shall provide for the drainage of stormwater and such water as may be applied or discharged on the site in performance of the work. Drainage facilities shall be adequate to prevent damage to the work, the site and adjacent property. Erosion control/sediment removal measures are required at all new or modified inlet locations and shall comply with local standards. Additional erosion control/sediment removal measures necessary to stop erosion or sediment loss on disturbed areas shall be considered incidental to the project. Revisions to CDOT specifications included below are incorporated into the contract.

The Contractor shall prevent the pollution of drains and watercourses by sanitary waste, sediment, debris or other substances resulting from this work. He shall be required to clean up and isolate such materials on a continuing basis to prevent risk of washing into such drainage ways.

8.04 PROJECT SIGNS

None Required

8.05 WORK HOURS

The Contractor shall conduct normal activities between the hours of 6:00 a.m. and 9:00 p.m. Work outside that time shall be considered night work and the Contractor shall notify the City's delegated Project Manager seven working days in advance of any night work. All work shall be done behind the protection of temporary barriers or other adequate protection as shown on the approved traffic control plans.

8.06 WORK SITE RESTRICTIONS

The Contractor shall confine the work activities to the area shown in the construction drawings. Any additional work area required within adjoining private properties must be acquired by the Contractor by written permission from the property owner. The Contractor shall restore any damage or disruption to other properties utilized in the performance of this project to an equal or better than pre-construction condition at no cost to the City. The Contractor shall hold the City harmless from any claims to damage or disruption of private property.

Contractor personnel shall not unnecessarily enter upon private property without the express written consent of the landowner. The Contractor shall provide the Engineer with a copy of the written permission. The City will be held harmless of Contractor negligence in matters of trespassing.

8.07 COORDINATION WITH PROPERTY OWNERS

The Contractor shall be responsible for notifying the Property Owners at least 48 hours in advance of any construction that may affect access, parking and/or existing structures, including fences, adjacent to that property. Suitable access and parking will be maintained at all times. Relocating or reconstruction of fences and structures shall be coordinated with owners and shall include miscellaneous items including, but not limited to, temporary fence, sod replacement, sprinkler system modifications, misc. landscaping, etc. These items are considered to be incidental to the work and are to be included in the unit prices.

The Contractor shall coordinate the relocation or reconstruction of fencing, landscaping, sprinklers, control boxes, utility services, street signs and mail boxes and the salvaging of any materials suitable for re-use with the City Inspector and, if on private property, with the respective property owners.

The Contractor shall notify and coordinate the closing and construction of the driveways, curb, gutter and sidewalks with the Project Engineer and the adjoining property owners 48 hours in advance of work in writing. Any restrictions on street parking or traffic movement shall be coordinated with the City Traffic Engineer. The Contractor shall make every effort to minimize the inconvenience to the traveling and pedestrian public.

8.08 PROTECTING AND REMOVING PLANTINGS

The Contractor shall protect all existing trees, shrubs and other plantings from above ground and root structure damage during the construction activities. Within 21 days of Notice to Proceed, the Contractor shall schedule a coordination meeting with the Engineer and the City Forester to determine the extent of the trees to be trimmed and identify the trees to be removed. No

vegetation shall be removed from the Cresta Road construction project prior to August 15, 2009 in accordance with federal guidelines and policies.

Plantings which are considered to be slightly damaged shall be properly pruned and sealed according to accepted nursery practices. Unnecessary damage to plants or trees will subject the Contractor to cash penalties as determined by the Engineer. Where plantings are in conflict with new work, as determined by the City Forester (plantings in the public right-of-way) or by the inspector or owner (plantings on private property), the Contractor shall remove and dispose the planting at the direction of the Engineer. The Contractor shall coordinate with the Engineer prior to working in the vicinity of plantings in the public right of way. In all cases, the proper planting season shall be observed to assure proper establishment and growth of the plantings. Tree branches shall be trimmed back to the trunk, all around, to a minimum height of 8' above the adjacent walkway. Trimming or removal of all plantings shall be included the Clearing and Grubbing line item.

8.09 CONSTRUCTION TRAFFIC RESTRICTIONS

Construction shall conform to Section 800 of the City of Colorado Springs Standard Specifications and the City of Colorado Springs Supplement to the Manual on Uniform Traffic Control devices.

All traffic lanes shall be a minimum of 10 feet wide. An additional 2 feet of clearance shall also be provided between any travel lane and temporary barrier.

8.10 SOIL CONDITIONS

The Contractor assumes all risks connected with the surface and subsurface conditions actually encountered by him in performing the work, even though such actual conditions may result in the Contractor performing more or less work than he originally estimated.

The Contractor shall perform whatever exploratory excavations and tests he deems necessary to determine the site conditions. This work shall be considered incidental to the project.

The Contractor shall utilize all suitable excavated material as approved by the Engineer for raising grades and backfilling the new construction. Additional imported material shall be a well graded non-expansive inorganic soil or as herein after specified.

8.11 PROTECTION OF UTILITIES

General Provision Section 108 of the City of Colorado Springs Engineering Division Standard Specifications is hereby revised for this project as follows:

In General Provision Subsection 108.10 Protection of Utilities, delete the first sentence in paragraph B and replace with the following:

Before any excavation is begun in the vicinity of existing utilities or structures, each utility company, department, or company concerned shall be notified in advance of such excavation, and such excavation shall not be made until an authorized representative of the utility concerned is at the site.

In General Provision Subsection 108.10 Protection of Utilities, delete paragraph K and replace with the following:

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

8.12 UTILITIES

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

City of Colorado Springs

All overtime costs for inspection by City Utilities shall be the Contractor's expense.

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

The accuracy of information furnished with respect to underground utilities is not guaranteed. The Contractor shall make his own investigations, including exploratory excavations, to determine the locations and type of existing mains and service laterals or appurtenances.

The Contractor shall notify all Public Utility companies who may have installations in the area where the work is to be performed and solicit their aid in locating horizontally and vertically utilities prior to any excavation. All utilities encountered must be kept in operation by the Contractor and must be protected and/or repaired at his own expense.

The Contractor shall notify all utility companies who may have installations in the area where the work is to be performed and solicit their aid in locating horizontally and vertically utilities prior to any excavation. All utilities encountered must be kept in operation by the Contractor and shall be protected and/or repaired at Contractor's expense.

City of Colorado Springs Utilities

Utility Problems or Questions	448-4800
Utility Notification Center of Colorado (UNCC)	800-922-1987
<i>Miscellaneous Utility Services</i>	
Utility Notification Center of Colorado (UNCC)	800-922-1987
Engineering Division for Inquiries	385-5918

At least forty-eight (48) hours prior to commencing excavation, the Contractor shall call UNCC at 1-800-922-1987 between the hours of 7:30 A.M. and 4:30 P.M., Monday through Friday, for information concerning the location of buried utilities in the area of construction.

Below is a Pre-Excavation Checklist which the Contractor shall follow prior to commencing construction on the project.

Pre-Excavation List

- _____ Utility Notification Center of Colorado (UNCC) Called at Least Two (2) Business Days Prior to Construction Telephone Number: 1-800-922-1987
- _____ Utilities Marked and Located on the Ground
- _____ Employees Briefed and Knowledgeable on Marking and Color Codes*
- _____ Employees Trained on Excavation and Safety Procedure for Natural Gas Lines
- _____ When Excavation Approaches Gas Lines, Employees Expose Lines by Careful Probing and Hand Digging

Standard Utility Marking Color Code

Natural Gas Yellow

City of Colorado Springs

Electric	Red
Water	Blue
Wastewater	Green

“The Contractor shall be responsible for coordination and cost of all utility relocations indicated on the plans and not specified to be done by others. Utility locations shown on the plans are approximate.”

The contractor shall coordinate work with various Utility companies and other construction taking place within project limits. Notify applicable Utility companies and other Contractors prior to commencing work, if damage occurs, or if conflicts or emergencies arise during work. The following utility companies are believed to have facilities within or near the project limits:

1. Gas: Colorado Springs Utilities
 - a. Contact Person: Tim Benedict
 - b. Telephone: (719) 668-3574
2. Water: Colorado Springs Utilities
 - a. Contact Person: Adam Baker
 - b. Telephone: (719) 668-3569
3. Sanitary Sewer: Colorado Springs Utilities
 - a. Contact Person: Adam Baker
 - b. Telephone: (719) 668-3569
4. Electrical Distribution: Colorado Springs Utilities
 - a. Contact Person: Charlie Wadkowski
 - b. Telephone: (719) 668-5889
5. Electrical Transmission: Colorado Springs Utilities
 - a. Contact Person: Robert Wilford
 - b. Telephone: (719) 668-5421
6. Communications: Colorado Springs Utilities
 - a. Contact Person: Wayne Rust
 - b. Telephone: (719) 668-3996
7. Communications: Qwest Communications
 - a. Contact Person: Patti Moore
 - b. Telephone: (719) 278-4681
8. Communications: Qwest Communications (Long Haul)
 - a. Contact Person: Warren Northrup
 - b. Telephone: (719) 520-1529
9. Communications: Level 3/ICG
 - a. Contact Person: Joe McCain
 - b. Telephone: (719) 630-3231
10. Communications: Verizon/MCI
 - a. Contact Person: Leonard Sandoval
 - b. Telephone: (719) 475-3228
11. Television Cable: Comcast (Adelphia)
 - a. Contact Person: Jim Edie
 - b. Telephone: (719) 442-4734
12. Colorado Springs City Traffic
 - a. Contact Person: Rob Helt
 - b. Telephone: (719) 385-7603

The work described in the plans and specifications will require full coordination between the Contractor and Utility Companies and while performing their respective operations, so the utility work can be completed with minimum delays to all parties concerned.

The Contractor shall be responsible for coordinating the adjustment of all utilities on this project. The Contractor shall keep each utility company advised of any work being done to their facilities,

so that each utility company can coordinate their inspections for final acceptance with the Engineer.

For utility work that is to be performed by a utility company, Contractor shall provide notice to the utility company that the site is ready for the utility work. The written notice, with a copy to the Engineer, shall be given a minimum of three weeks prior to the requested start of the utility work.

If needed, or as directed by the Engineer, the Contractor shall provide traffic control for any utility work to be coordinated with the project's construction.

8.13 STAKING WORK

General Provision Section 108 of the City of Colorado Springs Engineering Division Standard Specifications is hereby revised for this project as follows:

In General Provision Subsection 108.17 Staking Work, paragraph A shall include:

Staking requirements shall include all structures, underground construction including storm drain and utilities, retaining walls, and vaults. Contractor is wholly responsible for the correct horizontal and vertical location of all project items. Items not constructed in the proper location will be removed and replaced in the correct location without additional cost to the project or time to the schedule.

8.14 POTHOLING

The CONTRACTOR shall conduct exploratory excavations by potholing to verify or to discover the actual locations and the size of existing underground utilities and improvements. Potholing shall be done in each given area where excavation work is to occur at least fourteen (14) calendar days in advance of any excavation or construction in that area, to avoid possible delay in the progress of the Work.

Potholing shall consist of excavations at the proposed utility crossings indicated on the Drawings, or as directed by the ENGINEER. All costs of potholing operations for the proposed utility crossings indicated on the Drawings shall be included in the Schedule of Work and Prices in the Proposal.

In addition to the potholes for the utility crossing as indicated on the Drawings, or directed by the ENGINEER, the CONTRACTOR may opt to do additional potholing deemed necessary at no additional cost to the CITY.

Potholing operations shall conform to all applicable requirements of INJURY AND ILLNESS PREVENTION - SAFETY MEASURES of the GENERAL CONDITIONS, as to sidewalk slopes, sheeting and shoring, and all other excavation and trenching provisions specified herein.

Potholing operations shall be conducted in accordance with the requirements of PROTECTION OF PERSONS AND PROPERTY AND RESTORATION OF EXISTING IMPROVEMENTS of the GENERAL CONDITIONS, in order to ensure that the existing facilities will remain in operation with minimum interruptions. Attention is specifically directed to the limitations on street closures, altering of vehicular and pedestrian access in accordance with the CONSTRUCTION TRAFFIC CONTROL.

The CONTRACTOR'S proposed method of potholing and schedule for potholing shall be submitted to the ENGINEER for approval, at least thirty (30) days prior to the commencement of operation. Any utilities damaged during potholing shall be immediately reported to the ENGINEER and INSPECTOR and repairs made immediately in accordance with the requirements of PROTECTION OF PERSONS AND PROPERTY AND RESTORATION OF EXISTING IMPROVEMENTS of the GENERAL CONDITIONS.

A complete log of all potholes shall be kept by the CONTRACTOR, showing specific locations and dimensions of trenches. The log shall be verified by the INSPECTOR prior to the backfilling of the potholes, and will be the basis of payment for potholing. The verified log will be submitted to the ENGINEER and the INSPECTOR within two (2) working days after completion of potholing in each area.

The CONTRACTOR shall use a licensed surveyor to establish and record the coordinates, elevations and dimensions of all utilities and improvements verified or discovered by potholing. The records shall be submitted to the ENGINEER within two (2) working days after the completion of potholing in each area. The records shall also include dates of the potholing operations and any additional discovered information or pertinent data.

Upon completion of potholing in each area, and after verification of the logs by the INSPECTOR, potholes shall be immediately backfilled and compacted in accordance with the specifications, or restored as directed by the ENGINEER.

8.15 TEMPORARY ASPHALT PATCHES

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

8.16 LANDS TO BE USED FOR WORK

General Provision Section 105 of the City of Colorado Springs Engineering Division Standard Specifications is hereby revised for this project as follows:

In General Provision Subsection 105.01 Lands to be Used for Work, add the following sentence to paragraph B:

The storage of materials shall not at anytime disrupt or impact area residents or impeded through traffic. Locations of storage, heights of storage, and length of time materials will be stockpiled near businesses shall be approved in writing by the Engineer prior to use.

8.17 FINAL INSPECTION AND ACCEPTANCE

General provision 109.04 shall be supplemented by the following:

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

After the Contractor has remedied all deficiencies to the satisfaction of the Engineer and delivered all construction records (except preparation of record drawings which will be provided by the Inspector), maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection and other documents (all as required by the Contract Documents), the Owner and Contractor shall be promptly notified in writing by the Engineer that the work is acceptable.

SCHEDULE H

H.1 SPECIFICATIONS

STANDARD SPECIFICATIONS

1.01 STANDARD SPECIFICATIONS

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

Any revisions to the City of Colorado Springs Engineering Division Standard Specifications can be found in the respective section of this document.

If City of Colorado Springs Standard Specification does not exist, Colorado Department of Transportation Standard Specifications for Road and Bridge Construction shall apply.

All Contractors are required to have on the job site and utilize the current updated copy of the City of Colorado Springs Engineering Division Standard Specifications.

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

1.02 ADDITIONAL STANDARD SPECIFICATIONS

Additional Standard Specifications shall be the “**COLORADO DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION**”, 2011 or specifications that are embodied herein in their entirety.

The items for which the CDOT Standard Specifications will be applicable are:

Section 101

Section 107

Section 202 – Removal of Structures and Obstructions

Section 208 – Erosion Control

1.03 UTILITY SPECIFICATIONS

Utility Standard Specifications shall be the utility department specifications (current issue or revision) as follows. The utility specifications shall be used for both construction and protection of the respective utility lines.

Wastewater Lines

The Standard Specifications for wastewater line construction and protection shall be the “**COLORADO SPRINGS UTILITIES WASTEWATER LINE EXTENSION AND SERVICE STANDARDS**”, latest edition, except as modified hereinafter, which are incorporated in the contract documents by reference as though embodied herein in their entirety.

Electrical Distribution and Telecommunication Lines

The Standard Specifications for electrical distribution and telecommunication line construction and protection shall be the “**COLORADO SPRINGS UTILITIES ELECTRICAL DISTRIBUTION CONSTRUCTION STANDARDS**”, latest edition, except as modified hereinafter, which are incorporated in the contract documents by reference as though embodied herein in their entirety.

The contractor shall install all conduit and vaults shown on the drawings per the standards identified above. Colorado Springs Utilities shall install all wiring and above ground poles and wiring.

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

Colorado Springs Utilities Gas, Private fiber optic, Telephone, and Cable TV Fiber shall be relocated and installed by each respective private utility company. See Section VIII for contact information of each utility company within the project limits.

1.04 EROSION CONTROL SPECIFICATIONS

For specific items of work, the Erosion Control Specifications shall be the "CITY OF COLORADO SPRINGS DRAINAGE CRITERIA MANUAL VOLUME II", 2002 and the "COLORADO DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", 2005

All Contractors are required to have on the job site and utilize the current updated copy of the City of Colorado Springs Drainage Criteria Manual Volume II.

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

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 1025, Measurement and Payment, and shall take precedence over the measurement and payment sections of the Standard Specifications.

Revision of Section 220 – Removal of Structures and Obstructions
Revision of Section 627 – Pavement Marking
Revision of Section 800 – Work Zone Traffic Control
Revision of Section 920 – Property Restoration

REVISION OF SECTION 220 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

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

Removal of Existing Striping by Hydro-Blasting - Removal of all existing striping and pavement markings, including temporary striping used for traffic control, shall be removed by use of water jetting only. Sandblasting and grinding will not be allowed.

REVISION OF SECTION 627 PAVEMENT MARKING

Section 627 of the Standard Specifications is hereby revised to include the following:

Subsection 627.03, "General," shall be modified to include the following:

"All permanent, longitudinal striping shall be Epoxy Pavement Marking Material with a dry thickness of 15 mils. All permanent stop bars, crosswalks, and symbols shall be Thermoplastic Pavement Marking Material with a dry thickness of 90 mils."

REVISION OF SECTION 800 WORK ZONE TRAFFIC CONTROL

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

Section 805.01 shall be supplemented with the following:

Contractor shall provide a detailed Traffic Control Plan in conformance with the “Manual on Uniform Traffic Control Devices” and Section 805.03 of this specification prior to any work.

Detours shall be maintained throughout the period of construction in such a manner as to provide the least amount of disruption to normal traffic flow.

The Contractor shall strictly adhere to all time limits and other restrictions as specified in the contract documents.

The Contractor shall coordinate with the Engineer to determine site-specific staging and/or phasing requirements. The Contractor shall schedule the work in such a manner as to comply with the staging and/or phasing requirements contained in the contract documents.

Section 805.03 A. shall be supplemented with the following:

The Traffic Controls for Street Construction, Utility Work, and Maintenance Operations, Manual on Uniform Traffic Control Devices Supplement for City of Colorado Springs, 2005 contains requirements for permits and approvals required from the City of Colorado Springs and CDOT.

The Traffic Control Plan Submittal and Review process will be as follows:

1. Contractor submittal of the Traffic Control Plan to the City of Colorado Springs Traffic Engineering Division.
2. City of Colorado Springs Traffic Engineering Division review. If required, the Contractor shall revise and resubmit the Traffic Control Plan submittal to address the Traffic Engineering Division review comments at no additional cost.
3. City of Colorado Springs Traffic Engineering Division approval of the Contractor submitted Traffic Control Plan. The approved plan shall be returned to the Contractor.

The City of Colorado Springs will periodically field check the Traffic Control. If the City feels that the traffic control is not adequate, they will require a review and approval of the Contractor's Traffic Control Plans. If a new Submittal Review and approval is required, all time delays and expenses incurred by the contractor related to the additional requirements shall be the responsibility of the contractor.

REVISION OF SECTION 920 PROPERTY RESTORATION

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

920.01 Description

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

920.02 Coordination Requirements

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

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

920.03 Property Restoration Requirements

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

920.04 Construction Requirements

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

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

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

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

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

All trees new shall be 2" caliper or larger. The species shall be the same as the existing trees. Species substitution will be acceptable if approved, in writing, by the property owner.

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

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

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

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

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

920.05 Construction Certification Requirements

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

Sections 101, 107, 208, 213 and 620 of the CDOT Standard Specifications are hereby revised for this project as follows:

Add subsections 101.92, 101.93, 101.94, and 101.95 which shall include the following:

101.92 Stormwater Management Plan (SWMP). The Stormwater Management Plan comprises those contract documents containing the requirements necessary to protect and identify sensitive environments (state waters, wetlands, habitat and existing vegetation), minimize the amount of disturbed soil, control and minimize erosion and sedimentation during and after project construction, minimize runoff from offsite areas from flowing across the site, slow down the runoff, and reduce pollutants in stormwater runoff.

101.93 Best Management Practices (BMPs) for Stormwater Pollution Prevention. BMPs prevent or reduce the pollutants in stormwater discharges from the construction site.

101.94 Ordinary High Water Mark. The term "ordinary high water mark" means that line on the shore established by the fluctuations of water and indicated by physical characteristics such as clear, natural line impressed on the bank, shelving, changes in the character of soil, destruction of terrestrial vegetation, the presence of litter and debris, or other appropriate means that consider the characteristics of the surrounding areas.

This is typically the 2 year storm event elevation.

101.95 State Waters. State Waters means any and all surface and subsurface waters which are contained in or flow in or through this state, but does not include waters in sewage systems, waters in treatment works of disposal systems, waters in potable water distribution systems, and all water withdrawn for use until use and treatment have been completed.

Examples of State waters include, but are not limited to, perennial streams, intermittent or ephemeral gulches and arroyos, ponds, lakes, reservoirs, irrigation canals or ditches, wetlands, stormwater conveyances (when they discharge to a surface water), and groundwater.

Note that for the purposes of these specifications "surface waters" means all State waters, except groundwater.

SECTION 107

Delete subsection 107.25(b) and replace it with the following:

1. At least ten days prior to the beginning of construction the Contractor shall identify and describe all potential pollutant sources, including materials and activities, and evaluate them for the potential to contribute pollutants to stormwater discharges associated with construction activities. At a minimum each of the following shall be evaluated for the potential for contributing pollutants to stormwater discharges, and identified in the SWMP if found to have such potential: all exposed and stored soils; vehicle tracking of sediments; management of contaminated soils; vehicle and equipment maintenance and fueling; outdoor storage activities (building materials, fertilizers, chemicals, etc.); significant dust or particle generating processes; routine maintenance involving fertilizers, pesticides, detergents, fuels, solvents, oils, etc.; on-site waste management practices (waste piles, dumpsters, etc.); dedicated asphalt and concrete batch plants; concrete truck/equipment washing, including the concrete truck chute and associated fixtures and equipment; non-industrial waste sources that may be significant, such as worker trash and portable toilets; loading and unloading operations; and other areas or procedures where potential spills can occur.

The Contractor shall record the location and add descriptions of potential pollutants to the SWMP.

The Contractor shall provide a Spill Prevention, Control, and Countermeasure Plan (SPCC) for any petroleum product, chemicals, solvents, or other hazardous materials in use, or in storage, at the work site. Work shall not be started until the plan has been submitted to and approved by the Engineer.

Subsection 107.25(b) shall include the following:

1. The Contractor shall certify in writing that construction equipment has been cleaned prior to site arrival. Vehicles shall be free of soil and debris capable of transporting noxious weed seeds or roots onto the site. Vehicle cleaning may occur on site, in approved areas, where wash water can be properly contained.
2. At the end of each day the Contractor shall collect all trash and dispose of it in appropriate containers. Containers shall be emptied as needed.

REVISION OF SECTION 201 CLEARING AND GRUBBING PROTECTION OF MIGRATORY BIRDS

Section 201 of the Standard Specifications is hereby revised for this project as follows:

Subsection 201.01 shall include the following: This work shall consist of protecting migratory birds. The Contractor shall coordinate clearing and grubbing operations to avoid impacts to migratory birds protected by the Migratory Bird Treaty Act.

Subsection 201.02 shall include the following:

Ten days prior to any work commencing the Contractor shall notify the Engineer. The Engineer will notify the Region 2 biologist who will conduct a migratory bird survey if necessary.

- (a) Vegetation removal activities will be timed to the extent possible to avoid the migratory bird breeding season (April 1 to August 31). All areas scheduled for clearing and grubbing between April 1 and August 31 shall be surveyed for active migratory bird nests by a qualified biologist no more than two days prior to operations in the area. All active migratory bird nests will be avoided to a limit of 50 feet until the nest becomes inactive.

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

Delete Section 208 and replace it with the following:

Subsection 208.01, second paragraph, shall include the following:

When a provision of Section 208 or an order by the Engineer requires that an action be immediate or taken immediately, it shall be understood that the Contractor shall at once begin effecting completion of the action and pursue it to completion in a manner acceptable to the Engineer.

Subsection 208.02(k) shall include the following:

When approved by the Engineer a fabricated concrete washout structure may be used. Fabricated concrete washouts are pre-manufactured watertight containers designed to contain liquid and solid waste from concrete washout. Above ground systems designed for washout and hauling may also be used. After use the structure must be removed from the project site and disposed of at the Contractor's

expense. Insubstantial structures, such as children's wading pools or swimming pools are not acceptable, and will be rejected by the Engineer.

Subsection 208.03 shall include the following:

Prior to construction the Contractor shall implement erosion control measures in accordance with the approved schedule.

Prior to construction the Contractor shall evaluate the project site for water draining into or through it. If such drainage is identified, if possible BMPs shall be used to prevent stormwater from running on-site and becoming contaminated with sediment or other pollutants via a temporary pipe or other conveyance to prevent water contamination. Run-on water that cannot be diverted shall be treated as construction runoff and adequate BMPs shall be employed.

The Contractor shall evaluate any non-stormwater coming onto the site, such as springs, seeps, and landscape irrigation return flow. If such flow is identified, BMPs shall be used to protect off-site water from running on-site and becoming contaminated with sediment or other pollutants.

The Contractor shall review existing inlets and culverts to determine if inlet protection is needed due to water flow patterns. Prior to construction commencing, inlets and culverts needing protection shall be protected.

When additional BMPs are required, the Contractor shall implement the additional BMPs and record and describe them on the SWMP site map. Additional BMPs will be measured and paid for in accordance with subsections 208.07 and 208.08.

Delete subsection 208.03(c), and replace with the following:

(c) *Implementation, Maintenance, and Revision of the SWMP.* The Contractor shall be responsible for oversight of the implementation, maintenance, and revision of the SWMP for the duration of the project. The Contractor shall read, be familiar with, and use the information provided in CDOT's *Erosion Control and Stormwater Quality Guide*.

The Contractor's responsibilities shall be as follows:

1. Directly supervise the installation, construction, and maintenance of all erosion control measures specified in the Contract and coordinate the construction of erosion control measures with all other construction operations.
2. Direct the implementation of suitable temporary erosion and sediment control features as necessary to correct unforeseen conditions or emergency situations. Direct the dismantling of those features when their purpose has been fulfilled unless the Engineer directs that the features be left in place.
3. Upon the Engineer's request, implement necessary actions to reduce anticipated or presently existing water quality or erosion problems resulting from construction activities. The criteria by which the Engineer initiates this action may be based on water quality data derived from monitoring operations or by any anticipated conditions (e.g., predicted storms) which the Engineer believes could lead to unsuitable water quality situations.
4. Make available, upon the Engineer's request, all labor, material, and equipment judged appropriate by the Engineer to install and maintain suitable erosion and sediment control features.
5. Develop and implement a plan for saw cutting containment to be approved by the Engineer.

When included in the Contract, the Contractor shall assign to the project an employee to serve in the capacity of the Erosion Control Supervisor (ECS). The ECS shall be a person other than the Superintendent, unless otherwise approved by the Engineer. The ECS shall be experienced in all aspects of construction and have satisfactorily completed an ECS training program authorized by the Department. Proof that this requirement has been met shall be submitted to the Engineer at least ten working days prior to the beginning of any construction work. The ECS shall be the person responsible for ensuring that the responsibilities listed in (1) through (5) above are fulfilled.

Spills, leaks or overflows that result in the discharge of pollutants shall be documented and maintained by the Contractor. The Contractor shall record the time and date, weather conditions, reasons for spill, etc. Some spills may need to be reported to the Water Quality Control Division immediately.

Add subsection 208.03(d) which shall include the following:

(d) *Documentation Available on the Project.* The following Contract documents and references shall be made available for reference at the CDOT field office during construction.

- (1) SWMP Plan Sheets, if applicable to the project
- (2) SWMP site map and project plan title sheet, if applicable to the project
- (3) List of potential pollutants as described in subsection 107.25
- (4) Spill Prevention, Control and Countermeasure Plan
- (5) Form 105s relating to water quality

Subsection 208.04 shall include the following:

Stabilized construction entrances shall be used at all vehicle exit and entrance points to the site to prevent sediment exiting the project site onto paved public roads. Access shall be provided only at a stabilized construction entrance.

Perimeter control shall be established as the first BMP to be implemented on the SWMP. Perimeter control plan shall be approved by the Engineer prior to installation. The Contractor shall describe and record perimeter control on SWMP.

Newly constructed inlets and culverts shall be protected throughout construction and immediately upon completion. When riprap is called for at the outlet of a culvert, it shall be installed within 24 hours upon completion of each culvert. The Contractor shall remove sediment, millings, debris and other pollutants from within the project drainage system, prior to use, at no additional cost to the project.

In subsection 208.04(d), first paragraph, delete the second sentence and replace with the following:

When required by the plans, a soil retention blanket shall be used in combination with the final seed and mulch.

In subsection 208.04(d), first paragraph, delete the third sentence and replace with the following:

Temporary stabilization is defined as the covering of disturbed areas with seed, mulch with a tackifier, soil roughening, soil binder, or a combination thereof.

In subsection 208.04(d), after the first paragraph, add the following:

During the summer and winter when seeding is not allowed, temporary stabilization shall be placed. Temporary stabilization shall consist of: surface roughening via scarifying surface to 2-4 inches variation of surface or vertical tracking, 1.5 tons of certified weed free forage hay or straw mulching per acre mechanically crimped into the soil in combination with an organic mulch tackifier, soil binder, cellulose

fiber mulch with tackifier, or a combination thereof as approved. Surface roughening shall not be used alone.

In subsection 208.04(d), second paragraph, delete the fourth sentence and replace with the following:

If approved by the Engineer, slopes from the edge of pavement to the point of slope selection may be left unseeded until paving has been completed but shall be temporarily stabilized as approved by Engineer.

In subsection 208.04(d), third paragraph, delete the second and third sentences and replace with the following:

Areas shall be permanently stabilized within 48 hours after completion. Disturbed areas where work is temporarily halted shall be temporarily stabilized immediately after the activity ceased.

Temporary stabilization shall consist of: surface roughening via scarifying surface to 2-4 inches variation of surface or vertical tracking, 1.5 tons of certified weed free forage hay or straw mulching per acre, mechanically crimped into the soil in combination with an organic mulch tackifier, soil binder, cellulose fiber mulch with tackifier, or a combination thereof as approved.

In subsection 208.04(e) delete the first paragraph and replace with the following:

Erosion and sediment control practices and other protective measures identified in the SWMP as BMPs for Stormwater Pollution Prevention shall be maintained in effective operating condition. BMPs shall be continuously maintained in accordance with good engineering, hydraulic and pollution control practices, including removal of collected sediment when silt depth is 50 percent or more of the height of the erosion control device. Removal and disposal of sediment shall be in accordance with 208.04(f). Where necessary, the Contractor shall use appropriate size equipment with operator to remove the sediment. The Contractor shall obtain the Engineer's approval of proposed equipment and methods for removal and disposal of sediment prior to performing the work.

Maintenance of Erosion and Sediment Control devices shall include replacement of such devices upon the end of their useful service life as recommended by the Contractor or the Engineer, and approved by the Engineer. Maintenance of Rock Check Dams, and Stabilized Construction Entrances shall be limited to removal and disposal of sediment. Devices damaged due to the Contractor's negligence shall be replaced at Contractor's expense.

Complete site assessment shall be performed as part of comprehensive inspection and maintenance procedures, to assess the adequacy of BMPs at the site and the necessity of changes to those BMPs to ensure continued effective performance. Where site assessment results in the determination that new or replacement BMPs are necessary, the BMPs shall be installed to ensure continuous implementation. When identified, BMPs shall be added, modified or replaced as soon as possible, immediately in most cases.

Where BMPs have failed, they shall be repaired or replaced as soon as possible, immediately in most cases, to minimize the discharge of pollutants.

New or replacement BMPs will be measured and paid for in accordance with subsections 208.07 and 208.08.

Subsection 208.04(f) shall include the following:

Whenever sediment is transported onto the highway, the road shall be cleaned. Street washing will not be allowed. Storm drain inlet protection shall be in place prior to shoveling, sweeping, or vacuuming. Sweeping shall be completed with a pickup broom or equipment capable of collecting sediment. Street washing and kick brooms shall not be used. Street cleaning will not be paid for separately, but shall be included in the work.

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Add subsection 208.04(g) which shall include the following:

- (g) *Saw Cutting Debris.* Material from saw cutting operations shall be cleaned from the roadway surface as soon as possible, immediately in most cases, after operations. Particles shall be picked up with a pick up broom or vacuum. Sweeping and street washing will not be allowed. Street cleaning will not be paid for separately, but shall be included in the work.

Subsection 208.05 (j) shall include the following:

The Contractor shall protect all storm drain facilities adjacent to locations where pavement cutting operations involving wheel cutting, saw cutting, sand blasting or abrasive water jet blasting are to take place.

In subsection 208.05(l) delete the first sentence and replace with the following:

The Contractor shall maintain the erosion logs during construction to prevent sediment from passing over or under the logs or from sediment accumulation greater than 50 percent of the original exposed height of each erosion log.

Subsection 208.05(n) shall include the following:

Washout areas shall be checked by the Contractor and maintained as required. On site permanent disposal of concrete washout waste is not allowed.

In subsection 208.05(n), first paragraph, delete the second sentence and replace with the following:

At least ten days prior to start of concrete operations, the Contractor shall submit in writing a method statement outlining the design, site location and installation of a concrete structure that will contain washout from concrete placement operations.

Subsection 208.05(n) shall include the following:

- (11) The use of earthen, in ground concrete washout sites shall be less than one year.

In subsection 208.05(n) delete the last paragraph and replace it with the following:

All liquid and solid wastes, including contaminated sediment and soils generated from concrete washout shall be hauled away from the site. Removal shall be included in the price of the concrete washout structure.

Subsection 208.05 shall include the following:

- (q) *Detention Pond.* Permanent detention ponds shown in the construction plans may be used as temporary BMPs if:

- (1) the pond is designated as a construction BMP in the SWMP,
- (2) the pond is designed and implemented for use as a BMP during construction in accordance with good engineering, hydrologic, and pollution control practices, and
- (3) the pond is inspected and maintained
- (4) All silt shall be removed and the pond returned to the design grade and contour prior to project acceptance.

Add subsections 208.051 through 208.055 immediately following subsection 208.05 which shall include the following:

208.051 Materials Handling and Spill Prevention. The Contractor shall clearly describe and record on the SWMP, all practices implemented at the site to minimize impacts from procedures or significant material that could contribute pollutants to runoff. Areas or procedures where potential spills can occur shall have spill procedures and responses specified in subsection 107.25.

1. Bulk storage structures for petroleum products and any other chemicals shall have secondary containment or equivalent adequate protection so as to contain all spills and prevent any spilled material from entering state waters. If secondary containment is used and results in accumulation of stormwater within the containment, a plan shall be implemented to properly manage and dispose of accumulated stormwater.
2. The Contractor shall inspect equipment and vehicles daily to ensure petroleum, oils, and lubricants (POL) are not leaking onto the soil or pavement. Absorbent material or containers approved by the Engineer shall be used to prevent leaking POL from reaching the soil or pavement. The Contractor shall have onsite approved absorbent material or containers of sufficient capacity to contain any POL leak that can reasonably be foreseen. All materials resulting from POL leakage control and cleanup shall become the property of the Contractor and shall be removed from the site. The cost for control, cleanup and removal of by-products resulting from POL leaks will not be paid for separately, but shall be included in the work.
3. A Spill Prevention, Control and Countermeasure Plan shall be developed and implemented to establish operating procedures and the necessary employee training to minimize the accidental releases of pollutants that can contaminate stormwater runoff.

The Spill Prevention, Control, and Countermeasure Plan shall contain the following information:

- (5) Identification of the spill cleanup coordinators
- (6) Location of cleanup kits
- (7) Quantities of chemicals and locations stored on site.
- (8) Label system for chemicals and Materials Safety Data Sheets (MSDS) for products
- (9) Notification and clean up procedures to be implemented in the event of a spill for spills which do not enter state waters or are under reporting limits of the chemical of concern (diesel fuel, hydraulic fluid, motor oil, used hydraulic fluid and motor oil, tack oil).
- (10) Significant spill procedures for spills of any size that enter state waters or have the potential to do so. CDOT's Erosion Control and Stormwater Quality Guide (current edition) contains Spill notification contacts and phone numbers required in the SPCC.

Subsection 208.052 Stockpile Management. Material stockpiles shall be located away from sensitive areas and shall be confined so that no potential pollutants will enter state waters or conveyances to state waters (e.g., ditches). Locations shall be approved by the Engineer.

Erodible stockpiles (including topsoil) shall be contained with acceptable BMPs at the toe (or just beyond toe) throughout construction. BMPs shall be approved by the Engineer.

There shall be no stockpiling or side casting of waste materials including but not limited to paint chips, asphalt, and concrete that result from project activities within 50 horizontal feet of the ordinary high water line of any state waters.

208.053 Grading and Slope Stabilization. The Contractor shall limit construction activities to those areas within the limits of disturbance to toe of slope and top of cut and as otherwise shown on the plans and cross-sections. Construction activities, in addition to the Contract work, shall include the on-site parking of vehicles or equipment, on-site staging, use of on-site batch plants, use of haul roads or work access, and

any other action which would disturb existing conditions. Off road staging areas must be pre-approved by the Engineer, unless otherwise designated in the Contract. Disturbances beyond these limits shall be restored to the original condition by the Contractor at the Contractor's expense. The Contractor shall tabulate additional disturbances not identified in the SWMP and indicate locations and quantities on the SWMP and report to the Engineer.

The Contractor shall pursue and stabilize all disturbances to completion. The Contractor shall provide a stabilization schedule showing dates when areas are to be completed and stabilized. The Contractor shall maintain revisions to the schedule and obtain approval for schedule changes in accordance with subsection 108.03.

208.054 Surface Roughening and Vehicle Tracking. Disturbed surfaces shall be left in a roughened condition at the end of each shift by equipment vertical tracking, scarifying, or disking the surface on contour to create a 2 to 4 inch minimum variation in soil surface. Deep sands or soils that are primarily rock need not be roughened. Surface roughening will not be paid for separately, but shall be included in the work.

Subsection 208.06 shall include the following:

Failure to implement the Stormwater Management Plan puts the project in automatic violation of CDOT Specifications. Penalties may be assessed to the Contractor by the appropriate agencies. All fines assessed to the Department for the Contractor's failure to implement the SWMP shall be deducted from moneys due the Contractor in accordance with subsection 107.25(c) 2.

In subsection 208.06, delete items (3), (7) and (8) and replace with the following:

- (3) Failure of the Contractor to implement necessary actions required by the Engineer as required by subsection 208.03 (c).
 1. Failure to immediately stabilize disturbed areas as required by subsections 208.04(d) and 208.054.
 2. Failure to replace or perform maintenance on an erosion control feature within 48 hours after notice from the Engineer to replace or perform maintenance as required by subsection 208.04(e).

In subsection 208.06 add items (11) and (12) which shall include the following:

1. Failure to perform permanent stabilization as required by subsection 208.04 (d).
2. Failure to remove unnecessary BMPs.

In subsection 208.06, second paragraph, delete the first three sentences and replace with the following:

The Engineer will immediately notify the Contractor in writing of each incident of failure to perform erosion control items (1) through (12) above. The Contractor will be allowed 48 hours but correction shall be made as soon as possible from the date of notification to correct the failure. The Contractor will be charged liquidated damages in the amount of \$875 for each calendar day after the 48 hour period has expired, that one or more of the incidents of failure, items (1) through (12) above, remains uncorrected.

Add subsection 208.061 immediately following subsection 208.06 which shall include the following:

208.061 Items to Be Accomplished prior to Final Acceptance. After all concrete operations are complete, all washout areas shall be reclaimed in accordance with subsection 208.05(n) at the Contractor's expense.

BMPs shall be removed when 70% of pre-existing vegetative cover has been re-established within the disturbed project limits. The Contractor shall remove approved BMPs; cost of BMP removal will be

included in the BMP.

In subsection 208.07 delete the seventh paragraph and replace with the following:

Excavation required for removal of accumulated sediment from traps, basins, areas adjacent to silt fences and erosion bales, and other clean out excavation of accumulated sediment, and the disposal of such sediment, will be incidental to the erosion control lump sum

1
SECTION 240
PROTECTION OF MIGRATORY BIRDS
BIOLOGICAL WORK PERFORMED BY A CDOT BIOLOGIST

Section 240 is hereby added to the Standard Specifications for this project as follows:

DESCRIPTION

240.01 This work consists of protecting migratory birds during construction.

MATERIALS AND CONSTRUCTION REQUIREMENTS

240.02 The Contractor shall schedule clearing and grubbing operations to avoid taking (pursue, hunt, take, capture or kill; attempt to take, capture, kill or possess) migratory birds protected by the Migratory Bird Treaty Act (MBTA).

(a) *Vegetation Removal.* When possible, vegetation shall be cleared prior to the time active nests are present. Vegetation removal activities shall be timed to avoid the migratory bird breeding season which begins on April 1 and runs to August 31. All areas scheduled for clearing and grubbing between April 1 and August 31 shall first be surveyed within the work limits by a CDOT biologist for active migratory bird nests. The CDOT biologist will also survey for active migratory bird nests within 50 feet outside of the work limits. Project personnel shall enter areas outside CDOT right of way only if a Form 730, *Permission to Enter Property*, has been signed by the property owner. The Contractor shall avoid all active migratory bird nests. The Contractor shall avoid the area within 50 feet of the active nests or the area within the distance recommended by the biologist until all nests within that area have become inactive. Inactive nest removal and other necessary measures shall be incorporated into the work as follows:

1. *Tree and Shrub Removal or Trimming.* Tree and shrub removal or trimming shall occur before April 1 or after August 31 if possible. If tree and shrub removal or trimming will occur between April 1 and August 31, a survey for active nests will be conducted by the CDOT biologist within the seven days immediately prior to the beginning of work in each area or phase of tree and shrub removal or trimming. The Contractor shall notify the Engineer at least ten working days in advance of the need for the CDOT biologist to perform the survey.

If an active nest containing eggs or young birds is found, the tree or shrub containing the active nest shall remain undisturbed and protected until the nest becomes inactive. The nest shall be protected by placing fence (plastic) a minimum distance of 50 feet from each nest to be undisturbed. This buffer dimension may be changed if determined appropriate by the CDOT biologist and approved by the Engineer. Work shall not proceed within the fenced buffer area until the young have fledged or the nests have become inactive.

If the fence is knocked down or destroyed by the Contractor, the Engineer will suspend the work, wholly or in part, until the fence is satisfactorily repaired at the Contractor's

expense. Time lost due to such suspension will not be considered a basis for adjustment of time charges, but will be charged as contract time.

2. *Grasses and Other Vegetation Management.* Due to the potential for encountering ground nesting birds' habitat, if work occurs between April 1 and August 31, the area shall be surveyed by the CDOT biologist within the seven days immediately prior to ground disturbing activities. The Contractor shall notify the Engineer at least ten working days in advance of the need for the CDOT biologist to perform the survey.

The undisturbed ground cover to 50 feet beyond the planned disturbance, or to the right of way line, whichever is less, shall be maintained at a height of 6 inches or less beginning April 1 and continuing until August 31 or until the end of ground disturbance work, whichever comes first.

SECTION 240
PROTECTION OF MIGRATORY BIRDS
BIOLOGICAL WORK PERFORMED BY A CDOT BIOLOGIST

If birds establish a nest within the survey area, an appropriate buffer of 50 feet will be established around the nest by the CDOT biologist. This buffer dimension may be changed if determined appropriate by the CDOT biologist and approved by the Engineer. The Contractor shall install fence (plastic) at the perimeter of the buffer. Work shall not proceed within the buffer until the young have fledged or the nests have become inactive.

If the fence is knocked down or destroyed by the Contractor, the Engineer will suspend the work, wholly or in part, until the fence is satisfactorily repaired at the Contractor's expense. Time lost due to such suspension will not be considered a basis for adjustment of time charges, but will be charged as contract time.

(b) *Taking of a Migratory Bird.* The taking of a migratory bird shall be reported to the Engineer. The Contractor shall be responsible for all penalties levied by the U. S. Fish and Wildlife Service (USFWS) for the taking of a migratory bird.

BASIS OF PAYMENT

Clearing and grubbing will be measured and paid for in accordance with Section 201. Mowing will not be measured and paid for separately, but shall be included in the work.

Removal and trimming of trees will be measured and paid for in accordance with Section 202.

SECTION 620

Subsection 620.06 shall include the following:

Sanitary facilities shall be placed at least 50 feet from the nearest State Water, in locations accessible for servicing, and not in low lying areas subject to ponding. They shall be anchored to prevent movement or overturning.

SECTION 1025

MEASUREMENT AND PAYMENT

1.1 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

A. Bid Form.

1.2 MEASUREMENT OF PAY QUANTITIES

A. The Contractor shall make all measurements and determine all quantities and amounts of work done under the Contract subject to approval by the Engineer. At the time measurements are made for quantity determinations, the Contractor or his authorized assistant shall be present to verify such measurements. From quantity figures so ascertained, it will be the Contractor's responsibility to prepare a monthly periodical estimate of the work accomplished to date. This estimate shall be submitted to the Engineer each month for his review and check not later than the date established at the pre-construction conference. The form of such monthly estimates is to be subject to the approval of the Engineer.

- B. No measurement will be made for:
 - 1. Work performed or materials placed outside of lines indicated in the plans or established by the Engineer.
 - 2. Materials wasted, used, or disposed of in a manner not called for under the contract.
 - 3. Rejected materials (including material rejected after it has been placed, if the rejection is due to the Contractor's failure to comply with the provisions of the contract).
 - 4. Hauling and disposing of rejected materials.
 - 5. Materials on hand after completion of the work.
 - 6. Any other work or material when payment is contrary to any provision of the contract.
 - 7. All incidental costs necessary for proper performance of the work.

1.3 ESTIMATED QUANTITIES

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

1.4 PAYMENT FOR LUMP SUM ITEMS

- A. Measurement shall be for work actually complete.

1.5 PAYMENT FOR MATERIAL ON HAND

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

GENERAL

A. DESCRIPTION AND PAYMENT

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

B. ADDITIONAL BID ITEMS DESCRIPTIONS:

Bid Item No. 630-00000: Mobilization

(LS)

a. Measurement

Mobilization shall be paid for by lump sum measurement and as accepted by the Engineer as complying with the plans and specifications. Mobilization shall be in accordance with Section 100 of the City of Colorado Springs Standard Specifications.

Payment will be according to the following schedule:

When 10% of the original contract amount is earned, 50% of the amount bid for mobilization will be paid.

When 50% 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.

b. Payment

Payment shall be made at the applicable contract unit price for the Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to mobilize, prepare the project staging area, including stabilized construction access, temporary gravel access path and parking area, removal of facilities and gravel, 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 and effort to complete the work, provide adequate storage and security of on-site equipment and transportation of equipment in between each location.

Bid Item No. 201-00000: CLEARING AND GRUBBING/SITE RESTORATION/TREE TRIMMING (LS)

a. Measurement

Clearing and Grubbing shall be paid for will be determined by lump sum measurement and as accepted by the Engineer as complying with the plans and specifications. Clearing and Grubbing shall be in accordance with Section 100 of the City of Colorado Springs Standard Specifications.

b. Payment

Payment shall be made at the applicable contract unit price for the Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work. Payment for clearing and grubbing shall include tree/shrub trimming, tree removal to include stump removal, scalping, removal and off-site disposal of vegetation, trees and debris within the limits of the project. All holes left behind shall be filled with suitable material to existing grade as directed by the Engineer.

Bid Item No. 625-00000 : Construction Surveying

(LS)

- a. Measurement
The quantity of Construction Staking to be paid for shall be lump sum. Construction Staking shall be in accordance with Section 108 of the City of Colorado Springs Standard Specifications.
- b. Payment
Payment shall be made at the applicable contract unit bid price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work.

Bid Item No. 208-00220: Erosion Control

(LS)

- a. Measurement
Erosion Control is to be paid for and shall be lump sum. The contractor shall comply with the "CITY OF COLORADO SPRINGS DRAINAGE CRITERIA MANUAL VOLUME II", 2002 and the "COLORADO DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", 2005 and accepted by the Engineer as complying with the plans and specifications. The erosion control for the site shall include inlet protection and any necessary measures to contain and minimize soil erosion or runoff within project limits for the project duration. Removal of place erosion control measures shall be included in this bid item. All erosion control measures shall be in accordance with Section 208 of the CDOT Standard Specifications for Road and Bridge Construction and the City of Colorado Springs Drainage Criteria Manual.
- b. Payment
Payment shall be made at the applicable contract unit price for the Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work and removal of erosion control measures at the direction of the Engineer.

Bid Item No. 630-10005: Work Zone Traffic Control

(LS)

- a. Measurement
Work Zone Traffic Control to be paid for shall be lump sum. Work Zone Traffic Control shall be in accordance with Section 830 of the City of Colorado Springs Standard Specifications, and with the Revision to Section 830 – Work Zone Traffic Control.
- b. Payment
Payment shall be made at the applicable contract unit bid price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work. Payment for work zone traffic control shall be made at the unit price to include detour pavement placement and removal, advanced signs, VMS, construction area signs, contractor preparation, submittal, revision, and execution of traffic control plans and all other items of work involved in work zone traffic control.

Bid Item No. 212-01200: Landscape Restoration

(LS)

- a. Measurement

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

b. Payment

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work. Payment of Property Restoration (1) shall include removal, reset, replacement of landscape features and hardscaped surfaces at same location (if feasible) to same condition as pre-construction, adjust to new grade (if necessary) and off-site disposal of construction debris (if necessary). Payment shall include all photos and survey of existing conditions necessary to ensure property is restored to its original condition. Payment shall include replacement of trees and shrubs to the equivalent or maximum planting size and type. Existing irrigation systems shall be restored, replaced, adjusted and/or modified to its pre-construction working condition. Payment shall be full compensation for sawing, excavation and subsequent backfill of materials removed.

Bid Item No. 201-00220 : Removal of Existing Asphalt (SF)

a. Measurement

Removal of Asphalt Material to be paid for shall be determined by measurement of the number of square feet of material actually removed and accepted by the Engineer as complying with the plans and specifications.

b. Payment

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

Bid Item No. 202-00203: Removal of Existing Concrete Curb and Gutter (LF)

a. Measurement

Removal of Concrete Curb and Gutter to be paid for shall be determined by measurement of the number of linear feet of material actually removed and accepted by the Engineer as complying with the plans and specifications. Remove Concrete Curb and Gutter shall be in accordance with Section 220 of the City of Colorado Springs Standard Specifications, and with the Revision to Section 220 – Removal of Structures and Obstructions.

b. Payment

Payment shall be made at the applicable contract unit price for the Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work. Payment for removal of concrete curb and gutter shall include saw cutting, removal of concrete pan poured monolithically with existing concrete curb, removal and off-site disposal of all concrete and subsequent backfill of materials removed, reinforcing steel and all other features of the concrete curb and gutter.

Bid Item No. 202-00200 : Removal of Concrete Sidewalk and Pedestrian Ramp (SF)

a. Measurement

Removal of Concrete to be paid for shall be determined by measurement of the number of square feet of concrete actually removed and accepted by the Engineer as complying with the plans and

specifications. Removal of Concrete shall be in accordance with Section 220 of the City of Colorado Springs Standard Specifications, and with the Revision to Section 220 – Removal of Structures and Obstructions.

b. Payment

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

Bid Item No. 202-00210 : Removal of Concrete Cross Pan (SF)

a. Measurement

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

b. Payment

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

Bid Item No. 202-00090: Remove Delineators (LS)

a. Measurement

The quantity of Remove Delineators (1) to be paid for shall be lump sum for the materials actually removed, and salvaged and accepted by the Engineer as complying with the plans and specifications. Remove and salvaged items will be delivered to the Fontanero City Complex.

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 remove, salvage and transport items will be delivered to the Fontanero City Complex.

Bid Item No. 403-33842: Asphalt Patching (Grading S) (6 Inch) (SY)

a. Measurement

The quantity of Asphalt Concrete Pavement (Grading S) (6 Inch) to be paid for will be determined by measurement of the number of square yards of material actually constructed and accepted by the Engineer as complying with the plans and specifications. Subgrade preparation shall include placement of 6 inches class 6 base course prior to patching

Asphalt Concrete Pavement (Grading S) (6 Inch) construction specifications shall be in accordance with Section 400 of the City of Colorado Springs Standard Specifications and the Pikes Peak Regional Pavement Specifications.

b. Payment

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all materials, for preparation, mixing, placing and compaction of these materials and for all labor, equipment, tools, and incidentals necessary to complete the work including 6 inched class 6 base courses.

Bid Item No. 412-00400: Concrete Sidewalk – 4” (SF)

- a. Measurement
Concrete Sidewalk to be paid for shall be determined by measurement of the number of square feet actually constructed and accepted by the Engineer as complying with the plans and specifications. Concrete Sidewalk shall be in accordance with Section 500 of the City of Colorado Springs Standard Specifications.
- b. Payment
Payment shall be made at the applicable contract unit price for the Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work. Payment for concrete sidewalk shall include all prepping, compaction, replacement of necessary select fill for leveling and forming, subsequent backfill around formed concrete and all other items of work involved in construction of the concrete sidewalk.

Bid Item No. 608-00010: Concrete Pedestrian Ramp (S.F.)

- a. Measurement
Concrete Pedestrian Ramp to be paid for shall be determined by measurement of the number of square feet actually constructed and accepted by the Engineer as complying with the plans and specifications. Concrete Pedestrian Ramp shall be in accordance with Section 500 of the City of Colorado Springs Standard Specifications.
- b. Payment
Payment shall be made at the applicable contract unit price for the Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work. Payment for concrete pedestrian ramp shall include all prepping, compaction, replacement of necessary select fill for leveling and forming, curb and gutter along ramp, landing and flare, subsequent backfill around formed concrete and all other items of work involved in construction of the concrete pedestrian ramp.

Bid Item No. 412-00400: Concrete Flatwork – 4” (SF)

- a. Measurement
Concrete Sidewalk to be paid for shall be determined by measurement of the number of square feet actually constructed and accepted by the Engineer as complying with the plans and specifications. Concrete Flatwork shall be in accordance with Section 500 of the City of Colorado Springs Standard Specifications.
- b. Payment
Payment shall be made at the applicable contract unit price for the Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work. Payment for concrete sidewalk shall include all prepping, compaction, replacement of necessary select fill for leveling and forming, subsequent backfill around formed concrete and all other items of work involved in construction of the concrete flatwork.

Bid Item No. 609-21010 : Concrete Curb and Gutter Type I (LF)

- a. Measurement
Concrete Curb and Gutter Type I to be paid for shall be determined by measurement of the number of lineal feet actually constructed and accepted by the Engineer as complying with the plans and specifications. Concrete Curb and gutter will be measured along the face of the curb. Deduction in length will be made for drainage structures, such as catch basins, drop inlets, etc.,

City of Colorado Springs

pedestrian ramps and driveway aprons installed in the curb and gutter. The quantities shown on in the plans and specifications reflect the deductions. Concrete Curb and Gutter Type I shall be in accordance with Section 500 of the City of Colorado Springs Standard Specifications.

b. Payment

Payment shall be made at the applicable contract unit price for the Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work. Payment for Concrete Curb and Gutter Type I shall include all prepping, compaction, replacement of necessary select fill for leveling and forming, subsequent backfill around formed concrete and all other items of work involved in construction of the concrete curb and gutter.

Bid Item No. 412-00600: Concrete Driveway (6" thick) (SF)

a. Measurement

The quantity of 6" Concrete flatwork to be placed shall be determined by measurement of the number of square feet of material actually constructed and accepted by the Engineer as complying with the plans and specifications. Concrete flatwork replacement shall be in accordance with Section 500 of the City of Colorado Springs Standard Specifications.

b. Payment

Payment shall be made at the applicable contract unit price for the Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work. Payment for the 6" Concrete flatwork shall include all prepping, compaction, replacement of necessary select fill for leveling and forming, subsequent backfill around formed concrete and all other items of work involved in construction of the concrete patch.

Bid Item No. 412-00815: Concrete Driveway (8" thick) (SF)

a. Measurement

The quantity of 8" Concrete flatwork to be placed shall be determined by measurement of the number of square feet of material actually constructed and accepted by the Engineer as complying with the plans and specifications. Concrete flatwork replacement shall be in accordance with Section 500 of the City of Colorado Springs Standard Specifications.

b. Payment

Payment shall be made at the applicable contract unit price for the Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work. Payment for the 8" Concrete flatwork shall include all prepping, compaction, replacement of necessary select fill for leveling and forming, subsequent backfill around formed concrete and all other items of work involved in construction of the concrete patch.

Bid Item No. 210-00810 : Install Traffic Sign pole (EA)

a. Measurement

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

b. Payment

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

Bid Item No. 210-00815 : Install Traffic Sign

(EA)

a. Measurement

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

b. Payment

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

**Bid Item No. 627-00002: Preformed Thermoplastic Pavement Marking – Stop Bars
(SF)**

a. Measurement:

The quantity of Preformed Thermoplastic Pavement Marking to be paid for will be determined by measurement of the number of square feet of Preformed Thermoplastic Pavement Marking actually constructed and accepted by the Engineer as complying with the plans and specifications. Preformed Thermoplastic Pavement Marking shall be in accordance with the City of Colorado Springs, Signage and Pavement Markings Guidelines and Section 627 of the CDOT Standard Specifications for Road and Bridge Construction, and with the Revision to Section 627 – Pavement Marking. The Colorado Springs Guidelines manual shall take precedence in the event of conflict between the two specifications.

b. Payment:

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

**Bid Item No. 627-00002: Preformed Thermoplastic Pavement Marking – Cross Walk
(SF)**

a. Measurement:

The quantity of Preformed Thermoplastic Pavement Marking to be paid for will be determined by measurement of the number of square feet of Preformed Thermoplastic Pavement Marking actually constructed and accepted by the Engineer as complying with the plans and specifications. Preformed Thermoplastic Pavement Marking shall be in accordance with the City of Colorado Springs, Signage and Pavement Markings Guidelines and Section 627 of the CDOT Standard Specifications for Road and Bridge Construction, and with the Revision to Section 627 – Pavement Marking. The Colorado Springs Guidelines manual shall take precedence in the event of conflict between the two specifications.

b. Payment:

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

Bid Item No. 500-59100: Sidewalk Chase

(LF)

a. Measurement

The quantity of Sidewalk Chase to be paid for will be determined by measurement of the number of lineal feet actually constructed and accepted by the Engineer as complying with the plans and specifications. Sidewalk Chase will be measured along the centerline of the chase. Curb Chase shall be in accordance with Section 500 of the City of Colorado Springs Standard Specifications.

b. Payment

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work. Payment for Sidewalk Chase shall include all excavation, prepping, steel plates, forming and all other items of work involved in construction of the sidewalk chase.

APPENDIX 1

LIST OF DRAWINGS MIDLAND ELEMENTARY SRTS

SHEET NUMBER	DESCRIPTION
1	COVER SHEET
2	LEGEND AND ABBREVIATIONS
3	GENERAL NOTES
4	SUMMARY OF QUANTITIES
5	SWMP
6	SURVEY CONTROL PLAN AND KEY MAP
7-9	REMOVAL PLAN
10-12	PEDESTRIAN IMPROVEMENT PLAN
13-14	CITY STANDARD DETAILS

APPENDIX 2

REQUIRED CDOT FORMS

Copies of these forms follow this page

FORMS ARE ALSO POSTED ON THE WEB-SITE IN PDF FORMAT

CDOT FORM	#605
CDOT FORM	#606
CDOT FORM	#621
CDOT FORM	#1413
CDOT FORM	#1414
CDOT FORM	#1415
CDOT FORM	#1416

Note: The CDOT Form 347, Certification of EEO Compliance, is no longer required to be submitted in the bid package. This form certified that the contractor/proposed subcontractors were in compliance with the Joint Reporting Committee EEO-1 form requirements. The EEO-1 Report must still be submitted to the Joint Reporting Committee if the contractors and subcontractors meet the eligibility requirements (29CFR 1602.7); we will, however, no longer require certification. For additional information regarding these federal requirements, please refer to: <http://www.eeoc.gov/stats/jobpat/e1instruct.html>

CDOT Form #605

COLORADO DEPARTMENT OF TRANSPORTATION CONTRACTORS PERFORMANCE CAPABILITY STATEMENT	Project #				
1. List names of partnerships or joint ventures <input type="checkbox"/> none <hr/> <hr/> <hr/>					
2. List decreases in the contractors fiscal or workmanship qualifications compared to the last prequalification statement submitted to CDOT. (Attach additional sheets if necessary.)					
a. Key personnel changes <input type="checkbox"/> none <hr/> <hr/> <hr/>					
b. Key equipment changes <input type="checkbox"/> none <hr/> <hr/> <hr/>					
c. Fiscal capability changes (legal actions, etc.) <input type="checkbox"/> none <hr/> <hr/> <hr/>					
d. Other changes that may effect the contractors ability to perform work. <input type="checkbox"/> none <hr/> <hr/> <hr/>					
I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS, THAT THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE					
Contractor's firm or company name	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; padding: 2px;">By</td> <td style="width: 40%; padding: 2px;">Date</td> </tr> <tr> <td colspan="2" style="padding: 2px;">Title</td> </tr> </table>	By	Date	Title	
By	Date				
Title					
2nd Contractor's firm or company name (if joint venture)	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; padding: 2px;">By</td> <td style="width: 40%; padding: 2px;">Date</td> </tr> <tr> <td colspan="2" style="padding: 2px;">Title</td> </tr> </table>	By	Date	Title	
By	Date				
Title					

CDOT Form #605 1/82

CDOT FORM 621

COLORADO DEPARTMENT OF TRANSPORTATION ASSIGNMENT OF ANTITRUST CLAIMS	PROJECT NO.
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Contractor and Colorado Department of Transportation (CDOT) recognize that in actual economic practice antitrust violations ultimately impact on CDOT. Therefore, for good cause and as consideration for executing this contract and for receiving payments hereunder:

1. Contractor hereby irrevocably assigns to CDOT any and all claims it may now have or which may hereafter accrue to it under federal or state antitrust laws in connection with the particular project, goods or services purchased or acquired by CDOT pursuant to this contract.
2. Contractor hereby expressly agrees:
 - a. That, upon becoming aware that a third party has commenced a civil action asserting on Contractor's behalf an antitrust claim which has been assigned to CDOT hereunder, Contractor shall immediately advise in writing:
 - (1) Such third party that the antitrust claim has been assigned to CDOT, and
 - (2) CDOT that such civil action is pending and of the date on which, in accordance with subparagraph a. (1) above, Contractor notified such third party that the antitrust claim had been assigned to CDOT;
 - b. To take no action which will in any way diminish the value of the claims or rights assigned or dedicated to CDOT hereunder; and
 - c. Promptly to pay over to CDOT its proper share of any payment under an antitrust claim brought on Contractor's behalf by any third party and which claim has been assigned to CDOT hereunder.
3. Further, Contractor agrees that in the event it hires one or more subcontractors to perform any of its duties under the contract, Contractor shall require that each such subcontractor:
 - a. Irrevocably assign to CDOT (as a third party beneficiary) any and all claims that such subcontractor may have or which may thereafter accrue to the subcontractor under federal or state antitrust laws in connection with any goods or services provided by the subcontractor in carrying out the subcontractor's obligations to Contractor;
 - b. Upon becoming aware that a third party has commenced a civil action on the subcontractor's behalf asserting an antitrust claim which has been assigned to CDOT hereunder, shall immediately advise in writing:
 - (1) Such third party that the antitrust claim has been assigned to CDOT, and
 - (2) Contractor and CDOT that such civil action is pending and of the date on which, in accordance with subparagraph b. (1) above, the subcontractor notified such third party that the antitrust claim had been assigned to CDOT;
 - c. Take no action which will in any way diminish the value of the claims or rights assigned or dedicated to CDOT hereunder; and
 - d. Promptly pay over to CDOT its proper share of any payment under an antitrust claim brought on the subcontractor's behalf by any third party and which claim has been assigned or dedicated to CDOT pursuant hereto.

I, acting in my capacity as officer of a bidder (bidders if a joint venture) do agree to the above assignment of antitrust claims.

Contractor's firm or company name	By	Date
	Title	
2nd contractor's firm or company name, (if joint venture.)	By	Date
	Title	

CDOT Form #621 12/91

City of Colorado Springs

CDOT Form 1415

COLORADO DEPARTMENT OF TRANSPORTATION				
COMMITMENT CONFIRMATION				
SECTION 1. This section must be completed by the Contractor.				
Project:		Project Code:		
Bidder/Contractor:		Phone:		
Contact:		Email:		
DBE Firm Name:		DBE Phone:		
DBE Address:		DBE Email:		
Commitment Details				
Category	Work to be Performed	DBE Work Code(s)	Commitment Amount	Eligible Participation
Construction				
Trucking				
Supplies				
Services				
Total				
This section must be signed by an individual with the power to contractually bind the Bidder/Contractor. You declare under penalty of perjury in the second degree and any other applicable state or federal laws that the statements made in this document are complete, true and accurate to the best of your knowledge.				
Bidder/Contractor Representative	Title	Signature	Date	
SECTION 2. This section must be completed by the DBE. (Attach additional pages if necessary).				
This document is not a contract with the Bidder/Contractor; it is an acknowledgement of the obligation that the Bidder/Contractor is making to CDOT. The amounts listed above may be less than the subcontractor or purchase order amount, but can never be more, and shall not reflect any mark up by the Bidder/Contractor. All questions must be answered.				
Are you contracting directly with the Bidder/Contractor or with one of its subcontractors? If with a subcontractor, provide the firm name.				
Will you be purchasing supplies or materials or leasing or renting equipment from the Bidder/Contractor or its subcontractors? If so, explain.				
Do you intend to subcontract any portion of the work listed above? If yes, state to which firms, what work and the approximate amount. Include trucking subcontractors and owner-operators.				
Will you be providing trucking services on this project? If so, state how many of your own trucks and employees you will have on this project.				
Who within your firm will be supervising and responsible for your firm's work on this project?				
Will you be acting as a broker on this project? If so, state what you will be brokering and your approximate brokerage fee.				
Will you be acting as a supplier on this project? If so, please state what you will be supplying and whether you will manufacture the items.				
This section must be signed by an individual with the power to contractually bind the DBE. You declare under penalty of perjury in the second degree and any other applicable state or federal laws that the statements made in this document are complete, true and to the best of your knowledge. You attest that you are eligible to participate as a DBE on this contract for the work listed above and have the capacity to perform the work as stated.				
DBE Representative	Title	Signature	Date	
See the DBE Standard Special provision for additional information on completing and submitting this form.				
Pre-award CDOT projects: Submit this form to the CDOT Civil Rights and Business Resource Center via fax to (303)757-9019. All originals must be sent to: CDOT Civil Rights and Business Resource Center, 4201 E. Arkansas Ave. Room 150, Denver, CO 80222.				
Pre-award local agency projects: Submit this form to the local agency. All originals must be sent to: CDOT Civil Rights and Business Resource Center, 4201 E. Arkansas Ave. Room 150, Denver, CO 80222.				

APPENDIX 3

AFFIRMATIVE ACTION REQUIREMENTS

February 3, 2011

AFFIRMATIVE ACTION REQUIREMENTS
EQUAL EMPLOYMENT OPPORTUNITY

NOTICE

This is a standard special provision that revises or modifies CDOT's *Standard Specifications for Road and Bridge Construction*. It has gone through a formal review and approval process and has been issued by CDOT's Project Development Branch with formal instructions for its use on CDOT construction projects. It is to be used as written without change. Do not use modified versions of this special provision on CDOT construction projects, and do not use this special provision on CDOT projects in a manner other than that specified in the instructions unless such use is first approved by the Standards and Specifications Unit of the Project Development Branch. The instructions for use on CDOT construction projects appear below.

Other agencies which use the *Standard Specifications for Road and Bridge Construction* to administer construction projects may use this special provision as appropriate and at their own risk.

Instructions for use on CDOT construction projects:

Use this standard special provision on all projects.
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AFFIRMATIVE ACTION REQUIREMENTS
EQUAL EMPLOYMENT OPPORTUNITY

A. AFFIRMATIVE ACTION REQUIREMENTS

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)

1. The Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area are as follows:

Goals and Timetable for Minority Utilization

Timetable - Until Further Notice			
Economic Area	Standard Metropolitan Statistical Area (SMSA)	Counties Involved	Goal
157 (Denver)	2080 Denver-Boulder	Adams, Arapahoe, Boulder, Denver, Douglas, Gilpin, Jefferson.....	13.8%
	2670 Fort Collins	Larimer.....	6.9%
	3060 Greeley	Weld.....	13.1%

City of Colorado Springs

	Non SMSA Counties	Cheyenne, Clear Creek, Elbert, Grand, Kit Carson, Logan, Morgan, Park, Phillips, Sedgwick, Summit, Washington & Yuma.....	12.8%
158	1720 Colorado Springs	El Paso, Teller.....	10.9%
(Colo. Spgs. - Pueblo)	6560 Pueblo	Pueblo.....	27.5%
	Non SMSA Counties	Alamosa, Baca, Bent, Chaffee, Conejos, Costilla, Crowley, Custer, Fremont, Huerfano, Kiowa, Lake, Las Animas, Lincoln, Mineral, Otero, Prowers, Rio Grande, Saguache.....	19.0%
159 (Grand Junction)	Non SMSA	Archuleta, Delta, Dolores, Eagle, Garfield, Gunnison, Hinsdale, La Plata, Mesa, Moffat, Montezuma, Montrose, Ouray, Pitkin, Rio Blanco, Routt, San Juan, San Miguel	10.2%
156 (Cheyenne - Casper WY)	Non SMSA	Jackson County, Colorado.....	7.5%
GOALS AND TIMETABLES FOR FEMALE UTILIZATION			
Until Further Notice.....			6.9% -- Statewide

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**AFFIRMATIVE ACTION REQUIREMENTS
EQUAL EMPLOYMENT OPPORTUNITY**

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Par 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. As used in this specification, and in the contract resulting from this solicitation, the “covered area” is the county or counties shown on the Invitation for Bids and on the plans. In cases where the work is in two or more counties covered by differing percentage goals, the highest percentage will govern.

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AFFIRMATIVE ACTION REQUIREMENTS
EQUAL EMPLOYMENT OPPORTUNITY

B. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION
CONTRACT SPECIFICATIONS

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

1. As used in these Specifications:

- a. “Covered area” means the geographical area described in the solicitation from which this contract resulted;
- b. “Director” means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- c. “Employer identification number” means the Federal Social Security number used on the Employer’s Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- d. “Minority” includes;
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractor toward a goal in an approved Plan does not excuse any covered Contractor’s or Subcontractor’s failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any office of Federal Contract Compliance Programs Office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

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AFFIRMATIVE ACTION REQUIREMENTS
EQUAL EMPLOYMENT OPPORTUNITY

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following;
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its union have employment opportunities available, and maintain a record of the organization's responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source of community organization and of what action was taken with respect to each individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

- d. Provide immediate written notification to the Director when the union with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc., by specific review of the policy with all management personnel and with all minority and female employees at least once a year, and by posting the Contractor's EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

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AFFIRMATIVE ACTION REQUIREMENTS
EQUAL EMPLOYMENT OPPORTUNITY

- g. Review, at least annually, the Contractor's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc. such opportunities.

- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and Contractor's activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligation.

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AFFIRMATIVE ACTION REQUIREMENTS
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- 8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goal and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
- 9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- 10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- 11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- 13. The Contractor in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of

these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form, however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

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AFFIRMATIVE ACTION REQUIREMENTS
EQUAL EMPLOYMENT OPPORTUNITY

C. SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES.

1. *General.*

- a. Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in Required Contract. Provisions (Form FHWA 1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of Title 23, U.S.C., as established by Section 22 of the Federal-Aid highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract provisions.
- b. The Contractor will work with the State highway agencies and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.
- c. The Contractor and all his/her subcontractors holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, Subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The Contractor will include these requirements in every subcontract of \$10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

2. *Equal Employment Opportunity Policy.* The Contractor will accept as his operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program;

It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include; 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, preapprenticeship, and/or on-the-job training.

3. *Equal Employment Opportunity Officer.* The Contractor will designate and make known to the State highway agency contracting officers and equal employment opportunity officer (herein after referred to as the EEO Officer) who will have the responsibility for an must be capable of effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

4. *Dissemination of Policy.*

a. All members of the Contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Contractor's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum;

(1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the Contractor's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

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(2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official, covering all major aspects of the Contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the Contractor.

(3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the Contractor's procedures for locating and hiring minority group employees.

b. In order to make the Contractor's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the Contractor will take the following actions:

(1) Notices and posters setting forth the Contractor's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

(2) The Contractor's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

5. *Recruitment.*

- a. When advertising for employees, the Contractor will include in all advertisements for employees the notation; "An Equal Opportunity Employer." All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
- b. The Contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the Contractor will, through his EEO Officer, identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the Contractor for employment consideration.

In the event the Contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the Contractor's compliance with equal employment opportunity contract provisions. (The U.S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Contractor to do the same, such implementation violates Executive Order 11246, as amended.)

- c. The Contractor will encourage his present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

6. *Personnel Actions.* Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, or national origin. The following procedures shall be followed;

- a. The Contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

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AFFIRMATIVE ACTION REQUIREMENTS
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- b. The Contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The Contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The Contract will promptly investigate all complaints of alleged discrimination made to the Contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Contractor will inform every complainant of all of his avenues of appeal.

7. *Training and Promotion.*

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- a. The Contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
 - b. Consistent with the Contractor's work force requirements and as permissible under Federal and State regulations, the Contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.
 - c. The Contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
 - d. The Contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.
8. *Unions.* If the Contractor relies in whole or in part upon unions as a source of employees, the Contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women with the unions, and to effect referrals by such unions of minority and female employees. Actions by the Contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:
- a. The Contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
 - b. The Contractor will use best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin.
 - c. The Contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Contractor, the Contractor shall so certify to the State highway department and shall set forth what efforts have been made to obtain such information.

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- d. In the event the union is unable to provide the Contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex or national origin; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the Contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the Contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such Contractor shall immediately notify the State highway agency.

9. *Subcontracting.*

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- a. The Contractor will use his best efforts to solicit bids from and to utilize minority group subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of minority-owned construction firms from State highway agency personnel.
- b. The Contractor will use his best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

10. *Records and Reports.*

- a. The Contractor will keep such records as are necessary to determine compliance with the Contractor's equal employment opportunity obligations. The records kept by the Contractor will be designed to indicate:
 - (1) The number of minority and nonminority group members and women employed in each work classification on the project.
 - (2) The Progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to contractors who rely in whole or in part on unions as a source of their work force).
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees, and
 - (4) The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.
- b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State highway agency and the Federal Highway Administration.
- c. The Contractors will submit an annual report to the State highway agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR 1391.

APPENDIX 4

DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

December 26, 2013

DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

Disadvantaged Business Enterprise (DBE) Contract Goal

This is a federally-assisted construction project. As described in the CDOT DBE Standard Special Provision, the Bidder shall make good faith efforts to meet the following contract goal:

2% Percent DBE participation.

NOTICE

This is a standard special provision that revises or modifies CDOT's *Standard Specifications for Road and Bridge Construction*. It has gone through a formal review and approval process and has been issued by CDOT's Project Development Branch with formal instructions for its use on CDOT construction projects. It is to be used as written without change. Do not use modified versions of this special provision on CDOT construction projects, and do not use this special provision on CDOT projects in a manner other than that specified in the instructions unless such use is first approved by the Standards and Specifications Unit of the Project Development Branch. The instructions for use on CDOT construction projects appear below.

Other agencies which use the *Standard Specifications for Road and Bridge Construction* to administer construction projects may use this special provision as appropriate and at their own risk.

Instructions for use on CDOT construction projects:

Use this Standard Special Provision on all partially or wholly funded Federal-Aid Design-Bid-Build Projects. Use in conjunction with the Project Special Provision Worksheet, Disadvantaged Business Enterprise (DBE) Contract Goal.

The Designer should consult with the Regional Civil Rights Office (RCRO) to determine the use of this standard special and to obtain the contract goal. A contract goal of zero still requires the use of this standard special and the worksheet. Designers shall not set their own contract goal.

This standard special provision should not be used for CM/GC services, design-build or other innovative projects. For DBE provisions for these projects, contact the Civil Rights and Business Resource Center (CRBRC) at (303)757-9234.

1. Overview

The Disadvantaged Business Enterprise (DBE) Program is a federally-mandated program that seeks to ensure non-discrimination in the award of U.S. Department of Transportation (DOT)-assisted contracts and to create a level playing field on which DBEs can compete fairly for DOT-assisted contracts. To such end, CDOT sets a contract goal for DBE participation for each DOT-assisted Contract.

In order to be awarded the Contract, the bidder shall show that it has committed to DBE participation sufficient to meet the goal or has otherwise made good faith efforts to do so. CDOT will amend the goal

prior to award if the lowest apparent bidder demonstrates that good faith efforts were made but sufficient commitments to meet the goal could not be obtained.

CDOT will monitor the progress of the Contractor throughout the project to ensure that the Contractor's DBE commitments are being fulfilled. Modifications to the commitments must be approved by CDOT. CDOT may withhold payment or seek other contractual remedies if the Contractor is not complying with the requirements of this special provision. Upon completion of the Contract, CDOT may reduce the final payment to the Contractor if the Contractor has failed to fulfill the commitments or made good faith efforts to meet the contract goal.

For general assistance regarding the DBE program and compliance, contact CDOT's Civil Rights and Business Resource Center (CRBRC) at (303)757-9234. For project specific issues, contact the Engineer.

All forms referenced herein can be found on the CDOT website in the forms library:

<http://www.coloradodot.info/library/forms/cdot-forms-by-number>

Contract Assurance

By submitting a proposal for this Contract, the bidder agrees to the following assurance and shall include it verbatim in all (including non-DBE) subcontracts:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as CDOT deems appropriate.

2. Definitions

Terms not defined herein shall have the meaning provided in the CDOT Standard Specifications for Road and Bridge Construction.

- A. *Commitment.* A commitment is a portion of the Contract, identified by dollar amount and work area, designated by the bidder or Contractor for participation by a particular DBE. Commitments are submitted to CDOT via Form 1414, Anticipated DBE Participation Plan, or via Form 1420, DBE Plan Modification Request. Once approved, commitments are obligations of the Contract that are enforceable by CDOT.
- B. *Commercially Useful Function (CUF).* Responsibility for the execution of the work and carrying out such responsibilities by actually performing, managing and supervising the work as further described in Section 8 below.
- C. *Contract Goal.* The percentage of the contract designated by CDOT for DBE participation. The contract goal for this contract is provided in the Project Special Provision Disadvantaged Business Enterprise Contract Goal.

- (1) The bidder/Contractor shall make good faith efforts to fulfill the contract goal with eligible DBE participation. For determining whether the contract goal was met prior to award, the contract goal shall be based upon the proposal amount excluding force account items. For determining whether the contract goal was met during and upon completion of the project, the contract goal shall be based upon the total earnings amount.

- (2) If the lowest apparent bidder demonstrates that it was unable to meet the contract goal but made good faith efforts to do so, the contract goal will be amended and the revised contract goal will be provided on Form 1417, Approved DBE Participation Plan.

- D. *Disadvantaged Business Enterprise (DBE)*. A Colorado-certified Disadvantaged Business Enterprise listed on the Colorado Unified Certification Program (UCP) DBE Directory at www.coloradodbe.org.
- E. *DBE Program Manual*. The manual maintained by the CRBRC which details CDOT's policies and procedures for administering the DBE program. A copy of the DBE Program Manual is available on the CRBRC webpage.
- F. *Eligible Participation*. Work by a DBE that counts toward fulfillment of the contract goal as described in Section 4 below.
- G. *Good Faith Efforts*. All necessary and reasonable steps to achieve the contract goal which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if not fully successful. Good faith efforts are evaluated prior to award and throughout performance of the Contract. For guidance on good faith efforts, see 49 CFR Part 26, Appendix A.
- H. *Joint Check*. A check issued by the Contractor or one of its subcontractors to a DBE firm and a material supplier or other third party for materials or services to be incorporated into the work.
- I. *Reduction*. A reduction occurs when the Contractor reduces a commitment to a DBE. A reduction constitutes a partial termination.
- J. *Subcontractor*. An individual, firm, corporation or other legal entity to whom the Contractor sublets part of the Contract. For purposes of this special provision, the term subcontractor includes suppliers.
- K. *Substitution*. Substitution occurs when a Contractor seeks to find another DBE to perform work on the contract as a result of a reduction or termination.
- L. *Termination*. A termination occurs when a Contractor no longer intends to use a DBE for fulfillment of a commitment.
- M. *Total Earnings Amount*: Amount of the Contract earned by the Contractor, including approved changes and approved force account work performed, but not including any deductions for liquidated damages, price reduced material, work time violations, overweight loads or liens. The amount of the Contract earned does not include plan force account items (i.e. OJT, pavement incentives, etc).
- N. *Work Code*. A code to identify the work that a DBE is certified to perform. A work code includes a six digit North American Industry Classifications System code plus a descriptor. Work codes are listed on a firm's profile on the UCP DBE Directory. The Contractor may contact the CRBRC to receive guidance on whether a work code covers the work to be performed.

3. Eligible Participation

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The following rules will be used to determine whether work performed by a DBE qualifies as eligible participation on the Contract:

- A. *Work Must be Identified in Commitment.* The work performed by the DBE must be reasonably construed to be included in the work area and work code identified by the Contractor in the approved commitment.
 - (1) If the Contractor intends to use a DBE for work that was not listed in the commitment, the Contractor shall submit Form 1420, DBE Participation Plan Modification for approval of the modification. Unapproved work will not count toward the contract goal.
 - (2) A DBE commitment cannot be modified to include work for which the DBE was not certified at the time of the approval of the original commitment.
- B. *DBE Must be Certified to Perform the Work.* The DBE must be certified to perform the work upon submission of the commitment and upon execution of the DBE's subcontract.
 - (1) When a commitment has been made, but upon review of Form 205 or 205B, Sublet Permit, CDOT determines that the DBE is no longer certified in the work code which covers the work to be performed, the Contractor may not use the DBE's participation toward the contract goal. The Contractor shall terminate the DBE commitment and seek substitute DBE participation in accordance with Section 9 below.
 - (2) A DBE's work will continue to count as eligible participation if the DBE was certified upon approval of Form 205 or 205B, Sublet Permit and the certification status changes during the performance of the work.
 - (3) Suppliers must be certified upon execution of the purchase order.
- C. *DBE Performs the Work.* Eligible participation will only include work actually performed by the DBE with its own forces.
 - (1) Work performed by the DBE includes the cost of supplies and materials obtained by the DBE for its work on the Contract, including any equipment leased by the DBE, provided that such supplies or equipment are not purchased or leased from the Contractor or a subcontractor that is subletting to the DBE.
 - (2) If CDOT determines that a DBE has not performed a CUF on the project, no participation by such DBE shall count toward the contract goal.
- D. *DBE Subcontracts to Another Firm.* When a DBE subcontracts part of the work, the value of the subcontracted work may only be counted toward the goal if the subcontractor is a DBE. Performance by non-DBE subcontractors, including non-DBE trucking firms and owner-operators, shall be deducted from the DBE's participation.
- E. *DBE Received Payment for the Work.* Eligible participation only includes work for which the DBE has received payment, including the release of its retainage.
- F. *Special Calculations for Suppliers.* When a DBE supplies goods on a project, the DBE may be

classified as a manufacturer, dealer or broker. The DBE's status as a manufacturer, dealer or broker is determined on a contract-by-contract basis and is based upon the actual work performed.

- (1) When a DBE is deemed to be acting as a manufacturer, one hundred percent of the commitment will count as eligible participation.
- (2) When a DBE is deemed to be acting as a regular dealer (i.e. non-manufacturer supplier), only sixty percent of the commitment will count as eligible participation.
- (3) When a DBE is deemed to be acting as a broker, only the reasonable brokerage fee will count as eligible participation.

G. *Reasonable Fee for Contract-Specific Services.* Services shall count toward the contract goal only if they are specifically required for the performance of the Contract. Non-contract specific expenses may not be counted toward the contract goal. Fees for services must be reasonable. Services include but are not limited to professional services, public involvement, etc. In the case of temporary employment placement agencies, only the placement fee for an individual to be specifically and exclusively used for work on the contract shall count as eligible participation.

H. *Pre-Approval for Joint Venture Participation.* When a DBE is a participant in a joint venture, the DBE must apply to CDOT to determine how much of the work performed by the joint venture will count toward the contract goal. The DBE shall complete Form 893, Information for Determining DBE Participation when a Joint Venture Includes a DBE. Form 893 shall be submitted to CDOT no less than ten days before the submission of the Proposal to ensure sufficient time for review.

4. Proposal Requirements

In order to be eligible for award, the following shall be submitted with the proposal, or, for electronic bidders, via email to cdot_hq_dbeforams@state.co.us by the proposal submission deadline. In order to avoid an error within the electronic bidding system, electronic bidders shall also enter the total percentage of anticipated eligible DBE participation into the Form 714 and electronically sign the form.

- A. *Form 1413, Bidders List.* The bidder shall list each subcontractor (including both DBE and non-DBE subcontractors) that submitted a quote for participation on the project. Failure to submit a signed Form 1413 will result in rejection of the proposal.
- B. *Form 1414, Anticipated DBE Participation Plan.* If the Contract Goal is greater than zero, the bidder shall submit Form 1414 to document anticipated DBE participation.
 - (1) If the Bidder has not obtained any DBE commitments, it shall still submit Form 1414 documenting zero anticipated participation. If the Contract Goal is greater than zero, failure to submit a signed Form 1414 shall result in rejection of the proposal.
 - (2) The bidder shall list the DBE, work area(s), commitment amount and estimated eligible participation for each commitment. Once Form 1414 is submitted, a commitment may only be terminated or reduced in accordance with Section 9 below. The bidder is responsible for ensuring that commitments, and the estimated eligible participation

resulting therefrom, have been properly calculated prior to submitting its proposal.

- (3) If the bidder is a DBE, the bidder must include itself in Form 1414 and list the work area(s) and amount that it intends to self-perform and count as eligible participation on the contract.
- (4) Commitments may be made to second tier or lower DBE subcontractors; however, the Contractor is ultimately responsible for the fulfillment of the commitment and shall sign the Form 1415, Commitment Confirmation.

5. Additional Forms Due Prior to Award.

If the contract goal is greater than zero, or if the bidder has voluntarily made commitments, the Bidder shall submit the following forms within five calendar days of selection as the lowest apparent bidder:

- A. *Form 1415, Commitment Confirmation.* A Form 1415, Commitment Confirmation shall be obtained from each DBE listed on Form 1414. The bidder shall complete Section 1 and the DBE shall complete Section 2 of Form 1415. Form 1415s shall be consistent with the commitments listed on Form 1414. The bidder shall not modify commitments listed on Form 1414 without good cause and approval from CDOT. The bidder shall contact CDOT if any issues arise which may require the bidder to alter or terminate a commitment.
- B. *Form 1416, Good Faith Effort Report.* If the total eligible participation listed on Form 1414 does not meet the contract goal, the lowest apparent bidder shall also submit Form 1416, Good Faith Effort Report and any supporting documentation that the bidder would like considered by CDOT as evidence of good faith efforts.

6. Commitment and Good Faith Effort Review

- A. *Commitment Review.* CDOT will evaluate the Form 1414 and each Form 1415 to ensure that it the commitment is valid and has been properly calculated. CDOT may investigate or request additional information in order to confirm the accuracy of a commitment. If CDOT determines that the total estimated eligible participation of the commitments does not meet the contract goal, within two business days of notice from CDOT or within the original five calendar day deadline, whichever is later, the bidder shall submit Form 1416 to CDOT.
- B. *Good Faith Effort Review.* If the total eligible participation of Form 1414 and all supporting Form 1415s does not meet the contract goal, CDOT will review Form 1416 and all supporting documentation submitted by the bidder in order to determine whether the bidder has demonstrated good faith efforts to obtain DBE participation. CDOT will use 49 CFR Part 26, Appendix A as a guide for determining whether the bidder made good faith efforts to meet the contract goal. A bidder will be deemed to not have made good faith efforts if the bidder lists a DBE for a work area for which the DBE is not certified and the bidder cannot establish a reasonable basis for its determination. CDOT may consider and approve commitments made after submission of the bid if the Bidder demonstrates that (1) good faith efforts were made prior to submission of the bid and (2) there is a reasonable justification for not obtaining the commitments prior to submission of the bid.

- C. *Administrative Reconsideration.* If CDOT determines that the bidder did not demonstrate good faith efforts to meet the contract goal, it will provide the bidder with written notice of its determination and an opportunity to appeal. The process for reconsideration is set forth in the *Good Faith Effort Appeal Process*, which is an Appendix I to the DBE Program Manual. A copy of the *Good Faith Effort Appeal Process* will be included in the written notice from CDOT.
- D. *Form 1417, Approved DBE Participation Plan.* If CDOT determines that the bidder has met the contract goal or made good faith efforts to do so, CDOT will issue Form 1417, Approved DBE Participation Plan, documenting the approved commitments. If CDOT determines that the bidder did not meet the contract goal but made good faith efforts to do so, via the Form 1417 CDOT will amend the contract goal in accordance with the commitments that were obtained and attach an explanation of its determination.

7. Ongoing Oversight of DBE Participation

- A. *Consistency Review.* CDOT will review Form 205 or 205B, Sublet Permit Application to determine whether the work being sublet is consistent with the DBE commitments. CDOT may withhold approval of the sublet or stop performance of the work if the Contractor has reduced, terminated, or otherwise modified the type or amount of work to be performed by a DBE without seeking prior approval.
- B. *Form 1419, DBE Participation Report.* The Contractor shall submit Form 1419, DBE Participation Report to the Engineer on a quarterly basis (January 15, April 15, July 15, and October 15) and upon completion of the Contract. CDOT may withhold progress payments if the quarterly Form 1419 is not received on time. CDOT will not provide final payment on the Contract in accordance with subsection 109.09 of CDOT's *Standard Specifications for Road and Bridge Construction* until the final Form 1419 has been reviewed and approved.
- C. *Joint Checks.* All joint checks must be approved by CDOT before they are used in payment to a DBE. Joint checks used in payments to DBEs will be monitored closely to ensure (1) the DBE is performing a CUF and (2) the joint checks are not being used in a discriminatory manner. The Contractor shall request approval for the use of a joint check in a written letter signed by the DBE and the Contractor, stating the reason for the joint checks and the approximate number of checks that will be needed.
- D. *Commercially Useful Function.* CDOT will monitor performance during the Contract to ensure each DBE is performing a CUF. If CDOT determines that a DBE is not performing a CUF, no work performed by such DBE shall count as eligible participation. The DBE, Contractor, and any other involved third parties may also be subject to additional enforcement actions.
 - (1) When determining whether a DBE is performing a CUF, CDOT will consider the amount of work subcontracted, industry practices, the amount the firm is to be paid compared to the work performed and eligible participation claimed, and any other relevant factors.
 - (2) With respect to material and supplies used on the Contract, in order to perform a CUF the DBE must be responsible for negotiating price, determining quality and quantity, ordering the material, installing the material, if applicable, and paying for the material itself.
 - (3) With respect to trucking, in order to perform a CUF, the DBE trucking firm must own and

operate at least one fully licensed, insured and operational truck used on the Contract. Additionally, the DBE trucking firm must be responsible for the management and supervision of the entire trucking operation for which it is responsible on the Contract.

- (4) A DBE does not perform a CUF when its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of DBE participation. CDOT will evaluate similar transactions involving non-DBEs in order to determine whether a DBE is an extra participant.
- (5) If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work than would be expected on the basis of normal industry practice for the type of work involved, CDOT will presume that the DBE is not performing a CUF. The DBE may present evidence to rebut this presumption.
- (6) If the Contractor disagrees with CDOT's determination regarding CUF, in accordance with 49 CFR 26.55 the Contractor may seek review of the determination by the applicable USDOT operating administration, however, CUF determination is not subject to administrative appeal.

8. DBE Participation Plan Modifications

- A. *Form 1420, DBE Participation Plan Modification Request.* During the performance of the Contract, the Contractor shall use Form 1420, DBE Participation Plan Modification Request to communicate all requests for *termination*, reduction, substitution, and waivers to CDOT. One Form 1420 may include multiple requests and must be submitted at the time of the occurrence or, if that is not possible, within a reasonable time of the occurrence requiring termination, reduction, substitution or waiver.
- B. *Commitment Terminations and Reductions.* No commitment shall be terminated or reduced without CDOT's approval. Terminations and reductions include, but are not limited to, instances in which a Contractor seeks to *perform* work originally designated for a DBE subcontractor with its own forces, those of an affiliate, a non-DBE firm or with another DBE firm. In order to receive approval, the Contractor shall:
 - (1) Have good cause for termination or reduction. Good cause may include:
 - (i) the DBE fails or refuses to execute a written contract;
 - (ii) the DBE fails or refuses to perform the work of its subcontract consistent with normal industry standards, provided that such failure is not the result of bad faith or discriminatory actions of the Contractor or one of its subcontractors;
 - (iii) the DBE fails to meet reasonable, nondiscriminatory bond requirements;
 - (iv) the DBE becomes bankrupt, insolvent, or exhibits credit unworthiness;
 - (v) the DBE is ineligible to work because of suspension or debarment proceedings or other state law;

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- (vi) the DBE is not a responsible contractor;
 - (vii) the DBE voluntarily withdraws from the project and provides written notice to CDOT,
 - (viii) the DBE is ineligible to receive DBE credit for the work required;
 - (ix) the DBE owner dies or becomes disabled and is unable to complete the work;
 - (x) the DBE ceases business operations or otherwise dissolves;
 - (xi) or other documented good cause that compels termination. Good cause does not exist if the Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the Contractor can self-perform the work for which the DBE was engaged or so that the Contractor can substitute another DBE or non-DBE contractor after contract award.
- (2) Provide the DBE notice of the Contractor's intent to terminate or reduce the commitment and the reason for such termination or reduction, with a copy to CDOT;
 - (3) In the notice of intent, provide the DBE at least five calendar days to respond to the notice and inform CDOT and the Contractor of the reasons, if any, why it objects to the proposed termination or reduction and any reasons that it shall not be approved. The Contractor is not required to provide the five calendar days written notice in cases where the DBE in question has provided written notice that it is withdrawing from the subcontract or purchase order. The notice period may be reduced by CDOT if required by public necessity.
 - (4) Following the notice period, if the Contractor decides to proceed, submit Form 1420 requesting approval of the termination or reduction.
 - (5) When a commitment is terminated or reduced (including when a DBE withdraws), make good faith efforts to find another DBE to substitute. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the participation that was terminated or reduced up to the contract goal.

C. *Contract Changes.* In the event of a contract change:

- (1) If CDOT eliminates or reduces work committed to a DBE, such change shall be considered good cause for termination or reduction in accordance with Section 9.B above. The Contractor shall follow the processes outlined in Section 9.B but is not required to substitute. If the change reduces the Contractor's DBE participation to below the contract goal, the Contractor shall indicate so on a Form 1420 and request a waiver of the unmet participation.
- (2) If CDOT issues a change which increases or adds new work items, the Contractor shall ensure that it has obtained sufficient DBE participation to meet the Contract Goal, or has made good faith efforts to do so.

D. *Process for Substitution or Increase in Participation to Meet the Contract Goal.* When the

Contractor must obtain additional DBE participation to meet the Contract Goal, whether resulting from an approved termination or reduction or a change to the Contract, the Contractor shall:

- (1) Increase the participation of a DBE for any work items previously identified in an approved commitment without seeking CDOT approval; provided, however, that at its discretion, CDOT may request a Form 1420 documenting such additional participation; or
- (2) If the Contractor needs to add new work to a commitment or obtain additional participation from a DBE that is not already participating on the contract pursuant to an approved commitment, submit a Form 1420 and Form 1415 requesting approval of the additional participation; or
- (3) If the Contractor determines that additional DBE participation cannot be obtained, submit a Form 1420 requesting waiver of the participation. The Contractor shall include its justification for not obtaining additional participation and, at its discretion, CDOT may require additional information regarding the efforts of the Contractor.

9. Payment Reduction

The Contractor's retainage will not be released until CDOT has determined whether the Contractor will be subject to a payment reduction. Payment reductions will be calculated as follows:

- A. *Failure to Fulfill Commitments.* If the Contractor terminated or reduced a commitment, the Contractor will be subject to a payment reduction for any termination or reduction which was not approved via a Form 1420.
- B. *Failure to Meet Contract Goal.* If the Contractor failed to meet the contract goal, the Contractor will be subject to a payment reduction for the portion of the contract goal that was not met and was not waived via an approved Form 1420.
- C. *Duplication.* The contractor will not be subject to duplicate reduction for the same offense.
- D. *Adjustments.* CDOT may adjust the payment reduction wherein the Contractor demonstrates that its failure to obtain DBE participation was due to circumstances outside of its control.

10. Other Enforcement

- A. *Investigations.* As it determines necessary, CDOT may conduct reviews or investigations of participants. All participants, including, but not limited to, DBE firms and applicants for DBE certification, complainants, and contractors using DBE firms to meet contract goals, are required to cooperate fully and promptly with compliance reviews, certification reviews, investigations, and other requests for information.
- B. *Intimidation and retaliation.* Participants shall not intimidate, threaten, coerce, or discriminate against any individual or firm for the purpose of interfering with any right or privilege secured by

the DBE program or because the individual or firm has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under the DBE program.

- C. *Consequences of Non-Compliance.* Failure to comply with subsections 11 A. or 11 B. shall be a ground for appropriate action against the party involved (e.g., with respect to recipients, a finding of noncompliance; with respect to DBE firms, denial of certification or removal of eligibility and/or suspension and debarment; with respect to a complainant or appellant, dismissal of the complaint or appeal; with respect to a contractor which uses DBE firms to meet goals, findings of non-responsibility for future contracts and/or suspension and debarment).
- D. *Fraud and Misrepresentation.* If CDOT determines that a Contractor or subcontractor was a knowing and willing participant in any intended or actual subcontracting arrangement contrived to artificially inflate DBE participation or any other business arrangement determined by CDOT to be unallowable, or if the Contractor engages in repeated violations, falsification or misrepresentation, CDOT may:
- (1) refuse to count any fraudulent or misrepresented DBE participation;
 - (2) withhold progress payments to the Contractor commensurate with the violation;
 - (3) suspend or reduce the Contractor's prequalification status;
 - (4) refer the matter to the Office of Inspector General of the US Department of Transportation for investigation; or
 - (5) seek any other available contractual remedy.

APPENDIX 5

REPRESENTATIONS AND CERTIFICATIONS

INSURANCE REQUIREMENTS

This firm 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, Contractor 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 Contractor’s proposal.

Initials for 1

ETHICS VIOLATIONS

- a) The Contractor 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) When the Contractor has reasonable grounds to believe that a violation described in this clause may have occurred, the Contractor shall promptly report the possible violation to the City Contracts Specialist in writing.
- c) The Contractor must disclose with the signing of this Contract, 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 five percent (5%) or more in the Contractor’s firm or any of its branches.
- d) In addition, the Contractor must report any conflict or apparent conflict, current or discovered during the performance of the Contract, to the City Contracts Specialist.
- e) The Contractor shall not engage in providing gifts, meals or other amenities to City employees. The right of the Contractor to proceed may be terminated by written notice issued by City Contracts Specialist if Contractor 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 Contractor shall cooperate fully with the City or any agency investigating a possible violation on behalf of the City. If any violation is determined, the contractor will properly compensate the City.
- g) The Contractor agrees to incorporate the substance of this clause in all subcontracts under this contract.

Initials for 2

ILLEGAL ALIENS

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

Provider shall not:

Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

Enter into a contract with a subcontractor that fails to certify to Provider that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

Provider has verified or attempted to verify that Provider 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.

Provider 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.

If Provider obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Provider shall:

Notify the subcontractor and the City within three days that Provider has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

Terminate the subcontract with the subcontractor if within three days of receiving the notice under 4.a., the subcontractor does not stop employing or contracting with the illegal alien. However, the Provider shall not terminate the contract with the subcontractor if during this three day period:

The subcontractor provides information which establishes that the subcontractor has not knowingly employed or contracted with an illegal alien, and

The Provider will not employ the illegal aliens in the performance of any City contract.

Provider 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.

If Provider violates this provision, the City may terminate the Agreement for a breach of contract. If the Agreement is terminated, the Provider shall be liable for actual and consequential damages.

Initials for 3

COOPERATION WITH OTHER CONTRACTORS

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

Initials for 4

INTERNET USE

Should the Contractor 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 this Contract.

Initials for 5

LITIGATION

If awarded the contract, Contractor 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 Contractor 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

CONTRACTOR'S REGISTRATION INFORMATION

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

- _____ 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

CONTRACTOR PERSONNEL

- a) The Contractor 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 Contractor in all administrative matters concerning this 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 Contractor’s Proposal, unless the Contractor 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 Contractor.
- c) The Contractor shall appoint a “Point of Contact” (POC) who shall be responsible for the day-to-day management and supervision of the contract performance. Before commencing the contract, the Contractor shall provide the City in writing with information regarding how to contact the POC including, for example, his or her name, telephone number, facsimile number, pager number, if any, address, and information relating to other means of communication.

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

CONTRACTOR’S ACCEPTANCE OF CREDIT CARD PAYMENT METHOD

The Contractor hereby accepts payment using the City’s VISA card program. Contractor must submit any necessary paperwork that the City Contracts Specialist needs to complete and return.

Initials for 9

CONTRACTOR’S CERTIFICATION

The undersigned hereby affirms that:

- a) He/She is a duly authorized agent of the Contractor;
- 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 State of Colorado. The Contractor 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 Contractor 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 Contractor in preparing its bid.
- e) By submitting an offer the Contractor certifies that it has complied and will comply with all requirements of local, state, and federal laws, and that no legal requirements have been or will be violated in making or accepting this solicitation.

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

Initials for 10

CONTRACTOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS:

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

Are (), Are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

Have (), Have not (), within a three year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, local) contract or subcontract; violation of Federal or state antitrust statutes relation to the submission of offers; or commission of embezzlement, theft,

forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property; and

Are (), Are not () presently indicated for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in any paragraphs above.

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.

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 11

ACCEPTANCE OF CITY CONTRACTS SPECIALIST'S SOLE AUTHORITY FOR CHANGES

The Contractor hereby agrees (if awarded a contract for this effort), 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.

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