INVITATION FOR BID
Construction

B20-075MZ

Date issued: May 18, 2020

NORTH CHEYENNE CANON TRAIL BRIDGES PURCHASE AND DELIVERY

THE CITY OF COLORADO SPRINGS
The City of Colorado Springs hereby solicits Fixed Unit Price Bids, as detailed in this Invitation for Bids (IFB), for North Cheyenne Canon Trail Bridges Purchase and Delivery.

The awarded vendor will be issued a Purchase Order for the purchase and delivery of the bridges.
SECTION I – BID INFORMATION

1.0 BID INFORMATION

Section I provides general information to potential Bidders, such as bid submission instructions and other similar administrative elements. This Invitation for Bid (IFB) is available on BidNet (www.bidnetdirect.com). All addenda or amendments shall be issued through BidNet and may not be available through any other source.

1.1 SPECIAL TERMS

Please note the following definitions of terms as used herein:

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

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

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

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

The term “Project” refers to North Cheyenne Canon Trail Bridges Purchase and Delivery.

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

1.2 BID ISSUE DATE

Invitation for Bid (IFB) Number B20-075MZ is being issued and posted on www.bidnetdirect.com on May 18, 2020.

1.3 SUBMISSION OF BIDS

A. Bids are to be submitted electronically to Bidnet (www.bidnetdirect.com)

B. Bids shall be received on or before: 2:00PM June 16, 2020

C. Bid bond is required if total bid exceeds $50,000.00. (Also see 1.22)

D. The cost of Bid preparation is not a reimbursable cost. Bid preparation shall be at the Bidder’s sole expense and is the Bidder’s total and sole responsibility.
1.4 PRE-BID CONFERENCE

A pre-bid conference WILL NOT be held for this Bid.

1.5 LATE BIDS/LATE MODIFICATIONS OF BIDS

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

1.6 MISTAKES IN BIDS - CONFIRMATION OF BID

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

1.7 PROCUREMENT RULES AND REGULATIONS

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

1.8 MINOR INFORMALITIES/IRREGULARITIES IN BIDS

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

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

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

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

1.9 REJECTION OF BIDS

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

A. Any Bid that fails to conform to the essential requirements of the Invitation for Bids shall be rejected.

B. Any Bid that does not conform to the applicable specifications shall be rejected unless the IFB authorizes the submission of alternate bids and the items or services offered as alternates meet the requirements specified in the IFB.

C. A Bid that fails to conform to the specified delivery schedule.

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

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

(1) Protects against future changes in conditions, such as increased costs, if total possible costs to the City cannot be determined. This includes failure to completely fill out required bid schedule.

(2) Fails to state a price and indicates that price shall be “price in effect at time delivery”.

(3) States a price but qualifies it as being subject to “price in effect at time of delivery”.

B20-075MZ NORTH CHEYENNE CANON TRAIL BRIDGES
(4) Takes exceptions to the IFB terms and conditions.

(5) Inserts the Bidder’s terms and conditions.

(6) Limits the rights of the City under any Contract/Invitation for Bid clause.

E. Any Bid in which the price is considered to be unreasonable or is over budget.

F. Any Bid if the prices are determined to be unbalanced.

G. Bids received from any person or contractor that is suspended, debarred, proposed for debarment, or under investigation for fraud, including failure to pay federal, state, local or city taxes.

H. When a bid guarantee is required and the bidder fails to furnish the guarantee in accordance with the requirements of the IFB.

I. Low Bids received from bidders who are determined to be non-responsible in accordance with the City’s Procurement Rules and Regulations.

J. Any Bid that was prepared and submitted by a vendor who has been determined by the Procurement Services Manager to have an unfair advantage over other Bidders. Examples of an unfair advantage include, but are not limited to, the following:

(1) A previous or prior employee who in the last six 96) months was directly involved in the design or specification preparation of the competed procurement.

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

1.10 ESTIMATED QUANTITIES

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

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

1.11 NUMBER OF COPIES

Bidders shall submit one electronic copy to Bidnet (www.bidnetdirect.com).

1.12 RESERVED

1.13 SALES TAX

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

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

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

Forms and instructions can be downloaded at the City of Colorado Springs Website: https://coloradosprings.gov/sales-tax/page/additional-sales-tax-forms?mlid=30771. Questions can be directed to the City Sales Tax Division at (719) 385-5903.

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

1.14 PREPARATION OF BID OFFER

A. Bidders are expected to examine the drawings, specifications, bid documents, proposed contract forms, terms and conditions, and all other instructions and
solicitation documents. Bidders are expected to visit the job-site to determine all requirements and conditions that will affect the work. Failure to do so will not relieve a Bidder from their responsibility to know what is contained in this Invitation for Bid, or site conditions affecting the work.

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

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

D. The Bidder declares that the person or persons signing this Bid is/are authorized to sign on behalf of the firm listed and to fully bind the Bidder to all the requirements of the IFB.

E. The Bidder certifies that no person or firm other than the Bidder or as otherwise indicated has any interest whatsoever in the Bid or the contract that may be entered into as a result of the Bid and that in all respects the Bid is legal and firm, submitted in good faith without collusion or fraud.

F. By submitting a Bid the Bidder certifies that it has complied and will comply with all requirements of local, state, and federal laws, and that no legal requirements have been or will be violated in making or accepting this Bid. Bidders are expected to review the City’s Procurement Rules and Regulations, which will be used when determining whether a Bidder is responsive and responsible and awarding contracts in the best interest of the City.

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

1.15 BASIS OF AWARD

A. The City of Colorado Springs intends to award a contract to the lowest responsive and responsible Bidder whose Bid meets the requirements and the criteria set forth in the Invitation for Bids and is determined to be in the best interest of the City.

B. The City reserves the right to reject any or all Bids and to waive informalities and/or irregularities in a Bid. Whether or not a contract is awarded as a result of this Invitation for Bid, as stated above, Bid preparation costs are not reimbursable.
C. Total Bid will be evaluated and awarded as follows: It is the City’s intent to award this bid based on the TOTAL BASE BID, not on a line item by line item basis.

1.16 PERIOD OF ACCEPTANCE

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

1.17 CONTRACT AWARD

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

1.18 NOTICE TO PROCEED

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

1.19 AMENDMENTS TO THE SOLICITATION

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

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

B. Bidders shall acknowledge receipt of any amendment to this solicitation by signing and returning the amendment and by identifying the amendment number and date in the space provided on the form for submitting a Bid.

C. Acknowledged amendments must be received prior to Bid opening. Bidders are encouraged to include signed addenda or initialed acknowledgment with returned Bids.
1.20 EXPLANATIONS TO PROSPECTIVE OFFERORS

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

1.21 QUESTIONS AND OTHER REQUESTS FOR INFORMATION

All questions shall be submitted in writing to the following Contract Specialist. All questions must be submitted by email and must be received no later than 1:00 PM June 1, 2020.

<table>
<thead>
<tr>
<th>All questions shall be directed to:</th>
<th>Michael Zeller</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Contract Specialist)</td>
<td><a href="mailto:Michael.zeller@coloradosprings.gov">Michael.zeller@coloradosprings.gov</a></td>
</tr>
</tbody>
</table>

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

1.22 SECURITY REQUIREMENTS

A. Bid Security

(1) If the total amount of the accumulative Bid is more than $50,000, or a bond is required elsewhere in this IFB, the Bidder is required to furnish with their Bid a bid security in the form of a bank certified check, bank cashier’s check or a one-time bid bond underwritten by a company licensed to issue bonds in the State of Colorado and acceptable to the City in an amount equal to at least 5% of the total amount of the Bid payable without condition to the City.

(2) The Bid security shall guarantee that the Bid will not be withdrawn or modified for a period of sixty (60) calendar days after the time set for the receipt of Bids, and, if the Bid is accepted within those sixty (60) calendar days, that the person, firm or corporation submitting same shall within ten (10) calendar days after being notified of the acceptance of its Bid, enter into a Contract and furnish the required bonds and all insurance certificates called for under this Invitation for Bid.

(3) The Bid bonds of unsuccessful Bidders will not be returned to the
respective Bidders unless a self-addressed, stamped envelope is provided along with a written request for bid bond return. However, if a certified check or a cashier’s check is submitted as Bid security, it will be returned as soon as possible after the lowest responsive and responsible Bidder is determined and a contract is executed.

(4) In the event the Bidder whose Bid is accepted fails to enter into the contract and/or furnish the required contract bonds, its certified check, cashier’s check or bid bond will be forfeited in full to the City.

1.23 SPECIFICATIONS AND DRAWINGS

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

1.24 PURCHASE ORDER

As a result of this Invitation for Bids, it is the City’s intention to award a purchase order.

1.25 F.O.B. DESTINATION

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

1.26 BID RESULTS

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

1.27 APPROPRIATION OF FUNDS

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

1.28 PERIOD OF PERFORMANCE

The Contractor shall complete all work within **60 Calendar Days** after the Notice to Proceed. 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.

1.29 BID DOCUMENTS

The following comprise this Invitation for Bid.

Schedule A – Bid Form  
Schedule B – Scope of Work  
Schedule C – Bridge Plans – Bruin Connector Bridge  
Schedule D – Bridge Plans – Daniels Trail Bridge  
Schedule E – Bridge Plans – Ute Valley Regional Trail Bridge  
Schedule F – Exhibits

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

Schedule A -- Bid Form  
Exhibit 2 – Minimum Insurance Requirements Form  
Exhibit 3 – Qualification Statement  
Exhibit 4 -- Representations and Certifications  
Exhibit 5 -- Bid Bond if applicable (see 1.22)  
Acknowledged Addendums, if issued
SECTION II – SCHEDULES

Schedule A – Bid Form
Schedule B – Scope of Work
Schedule C – Bridge Plans – Bruin Connector Bridge
Schedule D – Bridge Plans – Daniels Trail Bridge
Schedule E – Bridge Plans – Ute Valley Regional Trail Bridge
Schedule F – Exhibits
## SCHEDULE A -- BID FORM (SUBMIT EXCEL FORM ON BIDNET)

<table>
<thead>
<tr>
<th>Item #</th>
<th>Description</th>
<th>Qty</th>
<th>UI</th>
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<tr>
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<td>Bridge 1 – Bruin Connector Bridge</td>
<td>1</td>
<td>LS</td>
<td>$</td>
<td>$</td>
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<tr>
<td>2</td>
<td>Bridge 2 – Daniels Pass Bridge</td>
<td>1</td>
<td>LS</td>
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<td>$</td>
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<tr>
<td>3</td>
<td>Bridge 3 – Ute Valley Trail Bridge</td>
<td>1</td>
<td>LS</td>
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</table>

**TOTAL** $  

### BRIDGE DELIVERY TIMEFRAME

<table>
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<td>Bridge 2 – Daniels Pass Bridge</td>
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<tr>
<td>Bridge 3 – Ute Valley Bridge</td>
<td></td>
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</tbody>
</table>
SCHEDULE B – SCOPE OF WORK

B.1 BRIDGE REQUIREMENTS

Engineered plans for three (3) fiberglass pedestrian bridges for use by non-motorized recreational user (hiking, biking and limited equestrian) as well as maintenance and emergency access for small vehicles (ATV and dirt bike). The bridges shall be sustainable, lightweight, reliable, and need very little maintenance. To meet the aesthetics of the project sites (City open spaces) and to provide bridges to a semi-remote location, bridges shall come in prefabricated unassembled pieces that can be easily assembled on site.

Bridges shall demonstrate meeting minimum material strengths of tension, compression, shear and bending.

B.2 BRIDGE LOADING

The pedestrian bridges are located in two mountain parks at elevations ranging between 6,500’ and 7,000’ in elevation. Seasonal snow cover is anticipated at the project site. Similar bridges installed in the past within the same park have included the following load information. Bridge manufacture to confirm requirements

Live Load @ 85 PFS

Snow Load @70 PSF

Wind Load @35 PSF on entire vertical surface

B.3 MATERIALS REQUIREMENTS

The bridge structure shall:

Consist Fiber-Reinforced Polymer composite Fiberglass truss system fabricated from high strength E-glass and isophthalic polyester resin unless otherwise specified.

Provide weathering and ultraviolet light protection provided through fabrication of the bridge

Be in color of natural hues (olive green, dark brown, grey, etc.) unless otherwise approved. Interested in standard supplied colors (not custom colors)

B.3.1 Railing

ADA compliant safety rails at a 42” height.
B.3.2 Decking

3" X 12" pressure treated decking provided

B.3.3 Hardware

All hardware will be hot dipped galvanized A307 steel unless otherwise specified.

B.4 BRIDGE FOUNDATIONS

All foundations design and conduction will be the responsibility of the City of Colorado Springs. Information as to bridge support reactions, anchor bolt location and placement will be furnished by the bridge manufacture.

B.5 DELIVERY

The bridges shall be delivered in packaged components ready for assembly. Delivery shall be made to a site nearest the two project sites which is accessible to over-the-road trucks. Both delivery sites will be within City of Colorado Springs. The City of Colorado Springs will be responsible for unloading the bridge from the truck at the time of arrival. The Bridge Supplier will notify the City of Colorado Springs in advance of the expected time of arrival at the site. All unloading, splicing and placement of the bridges will be the responsibly of the City of Colorado Springs. The Bridge Supplier shall provide the procedure and instructions for installing the bridges(s) to the City of Colorado Springs.

B.6 WARRANTY

Bridge Supplier has warrant the structural integrity of all FRP materials, design and workmanship for a minimum of 15 years.

B.7 REQUIRED SUBMITTALS

The following are a list of anticipated submittals that will be required by the bridge manufacture.

Drawings plan/elevation (engineered stamped)

Typical section (engineered stamped)

Typical section at foundation (engineered stamped)

Typical anchor bolt layouts (engineered stamped)

Materials properties/geometric properties (engineered stamped)

STAADPRO V8i Structural analysis
Structural analysis summary

Pedestrian Bridge Specifications (engineered stamped)

**B.8 BRIDGE PROJECT SPECIFICATIONS – BRUIN CONNECTOR BRIDGE**

Bridge Span: 36’ 0"

Inside Sill to Inside Sill Span: 34’ 0"

Width: 6’ inside minimum clearance

Railing: 42” high

Pedestrian Loading and light maintenance vehicles (ATV, Dirt Bike)

Decking: 3” X 12” pressure treated wood decking

**B.9 BRIDGE PROJECT SPECIFICATIONS – DANIELS PASS BRIDGE**

Bridge Span: 49’ 6"

Inside Sill to Inside Sill Span: 47’ 6"

Width: 6’ inside minimum clearance

Railing: 42” high

Pedestrian Loading and light maintenance vehicles (ATV, Dirt Bike)

Decking: 3” X 12” pressure treated wood decking

**B.10 BRIDGE PROJECT SPECIFICATIONS – UTE VALLEY PARK BRIDGE**

Bridge Span: 38’ 1/8"

Width: 8’ inside minimum clearance

Railing: 42” high

Pedestrian Loading and light maintenance vehicles (ATV, Dirt Bike)

Decking: 3” X 12” pressure treated wood decking
FOUNDATION NOTES:

SPECIFICATIONS: MATERIALS AND CONSTRUCTION OF THE STRUCTURE SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATION FOR CONSTRUCTION OF ROADS AND BRIDGES ON FEDERAL HIGHWAY PROJECTS (FT-03) AND STANDARD SPECIFICATIONS FOR CONSTRUCTION OF TRAILS AND TRAIL BRIDGES ON FEDERAL PROJECTS.

HARDWARE AND STRUCTURAL STEEL SEE SUPERSTRUCTURE DRAWINGS FOR PROJECT DESIGN CRITERIA AND GENERAL NOTES.

GABION ARMSMENT STABILIZATION: REFER TO THE SPECIAL PROJECT SPECIFICATIONS FOR A DESCRIPTION OF THE WORK, MATERIALS, AND INSTALLATION PROCEDURES.

GABION FOUNDATIONS: REFER TO GABION FOUNDATION NOTES.

GABION FOUNDATION NOTES:

1. GABION BASKETS SHALL BE CONSTRUCTED USING WIRE MESH (U.S. STANDARD GAUGE 9). BASKETS CONSTRUCTED USING TWISTED WIRE MESH WILL NOT BE ALLOWED. WEAVED WIRE MESH SHALL BE POLYVINYL CHLORIDE COATED (PVC) WHERE BASKETS ARE EXPOSED TO CORROSIIVE SOILS.

2. MATERIAL USED TO FILL THE GABION SHALL BE 4-INCH TO 6-INCH HARD, DURABLE, ANGULAR ROCK.

3. ROCK MAY BE PLACED MECHANICALLY PROVIDED CARE IS TAKEN TO ENSURE THAT IT IS TIDILY PACKED WITH A MINIMUM OF VOID, FOR EXPOSED FACES, HAND LABOR SHALL BE USED TO KEEP THE MESH VERTICAL, PREVENT BUCKLING, AND TO PRODUCE AN ATTRACTIVE APPEARANCE.

4. ALL GABIONS SHALL BE PLACED ON UNSTIRRLED SOIL OR A FOUNDATION OF DURABLE MATERIAL, REMOVE AND REPLACE UNSATURATED SOILS WITH A MINIMUM OF 12-INCHES OF COARSE CRANULAR BACKFILL. COMPACT BACKFILL MATERIAL AT AN OPTIMUM MOISTURE CONTENT WITH A VIBRATORY COMPACTOR. OPERATE COMPACTING EQUIPMENT OVER THE FULL WIDTH OF THE FOUNDATION AREA UNTIL VISIBLE REFORMATION OF THE BACKFILL CEASES.

5. BACKFILL WITH SUITABLE MATERIAL (REDUCED CARBON) CONCURRENTLY WITH THE CELL FILLING OPERATION. BACKFILL THE AREA AHEAD OF GABIONS WITH A COARSE CRANULAR MATERIAL. COMPACT BACKFILL MATERIAL AT AN OPTIMUM MOISTURE CONTENT WITH A VIBRATORY COMPACTOR. OPERATE COMPACTING EQUIPMENT OVER THE FULL WIDTH OF THE IN-FILL AREA UNTIL VISIBLE REFORMATION OF THE BACKFILL CEASES.

TABLE 1: STANDARD GABION BASKET SIZES

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</tr>
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<td>9&quot;</td>
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<tr>
<td>12&quot;</td>
<td>3 ft</td>
<td>3 ft</td>
<td>1 ft</td>
<td>3</td>
<td>1.33</td>
</tr>
</tbody>
</table>

ELEVATION - GABION FOUNDATION

SILL MATERIAL AND DIMENSIONS WILL VARY. REFER TO SUPERSTRUCTURE SHEETS FOR ACTUAL SILL DIMENSIONS AND GABION AS NEEDED.
FOUNDATION NOTES:

SPECIFICATIONS. MATERIALS AND CONSTRUCTION OF THE STRUCTURE SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATION FOR CONSTRUCTION OF ROADS AND BRIDGES ON FEDERAL HIGHWAY PROJECTS (23 CFR 660) AND STANDARD SPECIFICATIONS FOR CONSTRUCTION OF TRAILS AND TRAIL BRIDGES ON FEDERAL PROJECTS.

HARDWARE AND STRUCTURAL STEEL. SEE SUPERSTRUCTURE DRAWINGS FOR PROJECT DESIGN CRITERIA AND GENERAL NOTES.

GABION ANCHOR STABILIZATION. REFER TO THE SPECIAL PROJECT SPECIFICATIONS FOR A DESCRIPTION OF THE WORK, MATERIALS, AND INSTALLATION PROCEDURES.

GABION FOUNDATIONS. REFER TO GABION FOUNDATION NOTES.

GABION FOUNDATION NOTES:

1. GABION BASKETS SHALL BE CONSTRUCTED USING WIRE MESH (U.S. STANDARD GAUGE 6). BASKETS CONSTRUCTED USING TWISTED WIRE MESH WILL NOT BE ALLOWED. WIRE MESH SHALL BE POLYVINYL CHLORIDE COATED (PVC) WHERE BASKETS ARE EXPOSED TO CORROSIVE SOILS.

2. MATERIAL USED TO FILL THE GABION SHALL BE 4-INCH TO 8-INCH HARD, DURABLE, ANGULAR ROCK.

3. ROCK MAY BE PLACED MECHANICALLY PROVIDED CARE IS TAKEN TO ENSURE THAT IT IS TIGHTLY PACKED WITH A MINIMUM OF 25% VOLUME. FOR EXPOSED RAGES, HAND LABOR SHALL BE USED TO KEEP THE MESH VERTICAL, PREVENT ROLLING, AND TO PRODUCE AN ATTRACTIVE APPEARANCE.

4. ALL GABIONS SHALL BE PLACED ON UNBROKEN SOIL OR ON A FOUNDATION OF SUITABLE MATERIAL, REMOVE AND REPLACE UNSUITABLE SOILS WITH A MINIMUM OF 12-INCHES OF COARSE GRANULAR BACKFILL COMPACT BACKFILL MATERIAL AT AN OPTIMUM MOISTURE CONTENT WITH A VIBRATORY COMPACTION. OPERATE COMPACTION EQUIPMENT OVER THE FULL WIDTH OF THE FOUNDATION AREA UNTIL VERDURE DEFORMATION OF THE BACKFILL CEASES.

5. BACKFILL WITH SUITABLE MATERIAL (REINFORCE GABIONS CONCERNED WITH THE CELL FILLING OPERATIONS) BACKFILL THE AREA BEHIND GABIONS WITH A COARSE UNBROKEN MATERIAL COMPACT BACKFILL MATERIAL AT AN OPTIMUM MOISTURE CONTENT WITH A VIBRATORY COMPACTOR. OPERATE COMPACTION EQUIPMENT OVER THE FULL WIDTH OF THE IN-FILL AREA UNTIL VERDURE DEFORMATION OF THE BACKFILL CEASES.

TABLE 1: STANDARD GABION BASKET SIZES

<table>
<thead>
<tr>
<th>SIZE</th>
<th>LENGTH</th>
<th>WIDTH</th>
<th>HEIGHT</th>
<th>NO. OF DIAPHRAGMS</th>
<th>CAPACITY CUBIC YARDS</th>
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</thead>
<tbody>
<tr>
<td>6 ft</td>
<td>3 ft</td>
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<td>1</td>
<td>2</td>
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</tr>
</tbody>
</table>
CIVIL CONSTRUCTION PLANS
FOR
UTE VALLEY TRAIL PEDESTRIAN BRIDGE
FOR
CITY OF COLORADO SPRINGS, COLORADO
MARCH 2020

APPROVALS:

CITY ENGINEERING
BY: ____________________________ DATE: ____________

TRAFFIC ENGINEERING
BY: ____________________________ DATE: ____________

WATER
BY: ____________________________ DATE: ____________

WASTEWATER
BY: ____________________________ DATE: ____________

ELECTRIC DEPARTMENT
BY: ____________________________ DATE: ____________

GAS DEPARTMENT
BY: ____________________________ DATE: ____________

PARKS, RECREATION AND CULTURAL SERVICES
BY: ____________________________ DATE: ____________

COMCAST
BY: ____________________________ DATE: ____________

CENTURY LINK
BY: ____________________________ DATE: ____________

ACCEPTANCE BY THE CITY OF COLORADO SPRINGS OF DESIGN WORK BY DESIGN PROFESSIONALS
CONSTITUTES BELIEF THAT THE WORK HAS BEEN DONE IN ACCORDANCE WITH THE CITY STANDARDS
AND ORDINANCES. WORK PRODUCTS ARE THE RESPONSIBILITY OF THE DESIGN PROFESSIONAL AND
CITY ACCEPTANCE DOES NOT RELIEVE THE PROFESSIONAL OF SAID RESPONSIBILITY.
GENERAL NOTES:
A. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF COLORADO SPRINGS STANDARDS AND THE PROJECT CONTRACT BID DOCUMENTS.
B. THE EXISTING CONDITIONS INDICATED ON THESE PLANS ARE BASED ON THE BEST AVAILABLE INFORMATION. THE CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF EXISTING CONDITIONS AND FOR THE FIT OF ALL NEW CONSTRUCTION.
C. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE STABILITY OF ALL STRUCTURES AND EXCAVATIONS DURING CONSTRUCTION.
D. ALL CONSTRUCTION JOINTS SHALL BE THOROUGHLY CLEANED BEFORE FRESH CONCRETE IS POURED.
E. PROTECTION OF CONCRETE WORK FROM FREEZING WILL NOT BE PAID FOR SEPARATELY, BUT SHALL BE INCLUDED IN THE WORK.
F. DEWATERING WILL NOT BE PAID FOR SEPARATELY, BUT SHALL BE INCLUDED IN THE WORK.
G. ANY TREE REMOVAL OR PRUNING MUST BE APPROVED BY THE OWNER BEFORE COMMENCEMENT OF THE WORK.
H. ANY FILL SHALL BE TESTED AND APPROVED PRIOR TO USE IN EMBANKMENT ON THIS PROJECT.
I. DEPTH OF MOISTURE-DENSITY CONTROL FOR THIS PROJECT SHALL BE AS FOLLOWS:
   1. FULL DEPTH OF EMBANKMENT.
   2. BASES OF CUT AND FILLS 6".
J. EXCAVATION REQUIRED FOR COMPACTION OF BASES OF CUTS AND FILLS WILL BE CONSIDERED AS SUBSIDIARY TO THAT OPERATION AND WILL NOT BE PAID FOR SEPARATELY.
K. UTILITY LINES AS SHOWN ON THE PLAN SHEETS ARE PLOTTED FROM THE BEST INFORMATION AVAILABLE.
L. THE CONTRACTOR SHALL CALL 1-800-922-1987 FOR UTILITY LOCATIONS AT LEAST 2 DAYS, NOT INCLUDING THE DAY OF ACTUAL NOTICE, PRIOR TO ANY DIGGING. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY HORIZONTAL AND VERTICAL LOCATIONS OF ALL UTILITIES PRIOR TO CONSTRUCTION AND TO NOTIFY AND INSPECTED BY THE ENGINEER TO VERIFY CONFORMANCE WITH THE PLANS. THIS PARTICULARLY APPLIES TO STORM AND SANITARY SEWER CROSSINGS AND OTHER UNDERGROUND WORK TO BE COMPLETED ON THIS PROJECT BY THE CONTRACTOR. RELOCATION OF EXISTING UTILITIES IS NOT A PARTY OF THIS CONTRACT EXCEPT AS SHOWN ON THESE DRAWINGS. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTING UTILITIES DURING CONTRUCTION AND SHALL HOLD THE ENGINEER AND THE CITY OF COLORADO SPRINGS HARMLESS FOR DAMAGES ARISING FROM CONTRACTOR'S FAILURE TO ADEQUATELY PROTECT EXISTING UTILITIES.
1. Contractor to notify Structural Engineer of

2. New Bridge FDN Abutment Section

3. New Bridge FDN Sidewalls Section

4. Typical Foundation Wall Corner

5. Retaining Wall Foundation Plan

6. General Notes:

7. Foundation concrete shall not be placed on floating ground. It shall not be removed from forms prior to placing concrete in a vibrating state.

8. Foundation forms shall remain in place for a minimum of six hours after placing concrete. Further removal of the formwork shall be performed in accordance with the American Concrete Institute (ACI) 306.
SCHEDULE G - LIST OF EXHIBITS

<table>
<thead>
<tr>
<th>Exhibit 1</th>
<th>RESERVED</th>
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</thead>
<tbody>
<tr>
<td>Exhibit 2</td>
<td>Minimum Insurance Requirements</td>
</tr>
<tr>
<td>Exhibit 3</td>
<td>Qualification Statement</td>
</tr>
<tr>
<td>Exhibit 4</td>
<td>Representations and Certifications</td>
</tr>
<tr>
<td>Exhibit 5</td>
<td>Bid Bond</td>
</tr>
</tbody>
</table>
EXHIBIT 2  MINIMUM INSURANCE REQUIREMENTS

MINIMUM INSURANCE REQUIREMENTS

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

- Commercial General Liability for limits not less than $1,000,000 combined single limit for bodily injury and property damage for each occurrence. Coverage shall include blanket contractual, broad form property damage, products and completed operations.

- Workers’ Compensation and Employers Liability as required by statute. Employers Liability coverage is to be carried for a minimum limit of $100,000.

- Automobile Liability covering any auto (including owned, hired, and non-owned autos) with a minimum of $1,000,000 each accident combined single limit.

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

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

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

__________________________________________
(Name of Company)

___________________________________________
(Signature)  (Date)
EXHIBIT 3 – QUALIFICATION STATEMENT

CITY OF COLORADO SPRINGS
QUALIFICATION STATEMENT

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

(PRINT)
FIRM NAME: ________________
ADDRESS: __________________________
CITY STATE ZIP: ______________________
AUTHORIZED REPRESENTATIVE: ________________
TITLE: ______________________________
AUTHORIZED SIGNATURE: ________________
PHONE: ____________________________ FAX: __________________________
E-MAIL ADDRESS: __________________________

1. TYPE OF BUSINESS

<table>
<thead>
<tr>
<th>CORPORATION</th>
<th>INDIVIDUAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>PARTNERSHIP</td>
<td>JOINT VENTURE</td>
</tr>
<tr>
<td>OTHER:</td>
<td></td>
</tr>
</tbody>
</table>

2. TYPE OF LICENSE & LOCATION


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

4. NUMBER OF YEARS IN BUSINESS: __________________________

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

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

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

________________________________________________________________________

________________________________________________________________________

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

________________________________________________________________________

________________________________________________________________________

RFP YR-NMBR

B20-075MZ NORTH CHEYENNE CANON TRAIL BRIDGES 24
9. HAS YOUR FIRM OR ANY PARTNERS OR OFFICERS EVER BEEN INVOLVED IN ANY BANKRUPTCY ACTION? YES ☐ NO ☐ IF “YES”, EXPLAIN:


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


11. BANK REFERENCE:


12. LIST THREE (3) SIMILAR PROJECTS (LOCAL OR STATE-WIDE) FROM LAST FIVE (5) YEARSINCLUDE LOCATION OF PROJECT, SIZE OF PROJECT (CONTRACT AMOUNT), CONTACT NAME, ADDRESS, TELEPHONE NUMBERS

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

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

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

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

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

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

1. Location of Project:
   Size of Project:
   Contract Amount:
   Contact Name and Title:
14. LIST OF SUB-CONTRACTORS TO BE USED FOR THIS PROJECT:
(INCLUDE NAME, ADDRESS, TELEPHONE NUMBER, TYPE OF WORK)

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

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

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

IF ADDITIONAL INFORMATION IS PROVIDED ON A SEPARATE SHEET FOR ANY OF THE ITEMS, CLEARLY SPECIFY WHERE IT CAN BE LOCATED IN YOUR BID PACKAGE.
EXHIBIT 4 -- REPRESENTATIONS AND CERTIFICATIONS

1. INSURANCE REQUIREMENTS

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

Initials for 1

2. ETHICS VIOLATIONS

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

Initials for 2
3. ILLEGAL ALIENS

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

1. Offeror shall not:
   a. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or
   b. Enter into a contract with a subcontractor that fails to certify to Offeror that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

2. Offeror has verified or attempted to verify that Offeror does not employ any illegal aliens and, will participate in the E-Verify Program or State Department program in order to confirm eligibility of all employees who are newly hired to perform work under public contract for services.

3. Offeror will not use E-Verify Program or State Department program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.

4. If Offeror obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Provider shall:
   a. Notify the subcontractor and the City within three days that Offeror has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
   b. Terminate the subcontract with the subcontractor if within three days of receiving such notice, the subcontractor does not stop employing or contracting with the illegal alien. However, the Offeror shall not terminate the contract with the subcontractor if during this three day period:
      i. The subcontractor provides information which establishes that the subcontractor has not knowingly employed or contracted with an illegal alien, and
      ii. The Offeror will not employ the illegal aliens in the performance of any City contract.

5. Offeror shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in §8-17.5-102(5), C.R.S.

6. If Offeror violates this provision, the City may terminate the contract for a breach of contract. If the Agreement is terminated, the Offeror shall be liable for actual and consequential damages.

Initials for 3

4. COOPERATION WITH OTHER CONTRACTORS

Other City activities/contracts may be in progress or start during the performance of this
contract. The Offeror shall coordinate the work harmoniously with the other contractors or City personnel, if applicable.

Initials for 4

5. INTERNET USE

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

Initials for 5

6. LITIGATION

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

Initials for 6

7. CONTRACTOR’S REGISTRATION INFORMATION

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

_______ Large Business (i.e. do not qualify as a small business or non-profit)
_______ Nonprofit
_______ Small Business
_______ Minority Owned Business/Small Disadvantaged Business
_______ Woman Owned Business
Veteran Owned Business

Service-Disabled Veteran Owned Business

HUBZone Business

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

Initials for 7

8. CONTRACTOR PERSONNEL

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

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

Initials for 8

9. OFFEROR’S CERTIFICATION

The undersigned hereby affirms that:
a) He/She is a duly authorized agent of the Offeror;
b) He/She has read and agrees to the City’s standard terms and conditions attached.
c) The offer is presented in full compliance with the collusive prohibitions of the City of Colorado Springs. The Offeror certifies that no employee of its firm has discussed, or
compared the offer with any other offeror or City employee and has not colluded with any other offeror or City employee.
d) The Offeror certifies that it has checked all of its figures, and understands that the City will not be responsible for any errors or omissions on the part of the Offeror in preparing its Bid.
e) By submitting an offer the Offeror certifies that it has complied and will comply with all requirements of local, state, and federal laws, and that no legal requirements have been or will be violated in making or accepting this solicitation.
I hereby certify that I am submitting the Bid based on my company's capabilities to provide quality products and/or services on time.

__________________________
Initials for 9

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

1. The Offeror certifies to the best of its knowledge and belief, that (i) the Offeror and/or any of its Principals
   a. Are ( ), Are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
   b. Have ( ), Have not ( ), within a three year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, local) contract or subcontract; violation of Federal or state antitrust statutes relation to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property; and
   c. Are ( ), Are not ( ) presently indicated for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in any paragraphs above.

2. The Offeror shall provide immediate written notice to the City Contracts Specialist if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reasons of changed circumstances.

3. The certification in paragraph 1. above, is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City Contracts Specialist may terminate the contract resulting from this solicitation for default. Termination for default may result in additional charges being levied for the costs incurred by the City to initiate activities to replace the awarded Contractor.
11. ACCEPTANCE OF CITY CONTRACTS SPECIALIST’S SOLE AUTHORITY FOR CHANGES

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

12. CITY CONTRACTOR SAFETY PROGRAM

The Offeror hereby agrees to adhere to a worker safety program for contractor employees on a City job site or location. By initialing below, the Offeror has reviewed the information and will abide by the City Policy which is available for review:


13. ACCEPTANCE OF CITY ENVIRONMENTALLY PREFERRED PURCHASING (EPP) POLICY

The City of Colorado Springs is committed to buying more environmentally preferable goods and services, as long as they meet performance needs, are available within a reasonable time and at a reasonable cost. The Offeror hereby acknowledges review of this policy by initialing below.


14. FRAUD, WASTE, AND ABUSE

Everyone has a duty to report any suspected unlawful act impacting the City of Colorado Springs operations and its enterprises. Anyone who becomes aware of the existence or apparent existence of fraud, waste, and abuse in City of Colorado Springs
is encouraged to report such matters to the City Auditor’s Office in writing or on the telephone hotline 385-2387 (ADTR). Written correspondence can be mailed to:

City Auditor
P.O. Box 2241
Colorado Springs CO 80901

Or via email CityAuditManagement@springsgov.com. Any of these mechanisms allow for anonymous reporting. For more information, please go to the website https://coloradosprings.gov/cityfraud.

Initials for 14

Name of Company:

Federal Tax ID Number:

DUNS Number:

Principle Place of Business:

_____________________________________________________
Signature of Authorized Representative

Printed Name:

Title:

Date:
EXHIBIT 5  CITY OF COLORADO SPRINGS BID BOND

1. KNOW ALL MEN BY THESE PRESENTS, THAT:

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

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

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

($ DOLLARS),

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

2. WHEREAS, the Principal has submitted to the Obligee,
a contract bid dated the ______ day of ________________ For the following contract:

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

Signed and sealed on the dates set forth below:

FOR: (Witness)
(Principals Name)
BY: ____________________________
ITS: ____________________________
This ______ day of ________________

FOR: (Witness)
(Surety’s Name)
BY: ____________________________
ITS: ____________________________
This ______ Day of ________________

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