INVITATION FOR BID

Construction

B20-T150AM

Date issued: October 6, 2020

PEDESTRIAN CROSSING INSTALLATION AT SIERRA MADRE ROAD

THE CITY OF COLORADO SPRINGS

THIS PROJECT FUNDED IN PART BY PIKES PEAK RURAL TRANSPORTATION AUTHORITY (PPRTA)

The City of Colorado Springs hereby solicits Fixed Unit Price Bids, as detailed in this Invitation for Bid (IFB), for INSTALLATION OF A RAISED PEDESTRIAN CROSSING AT SIERRA MADRE RD.

This IFB is posted to Rocky Mountain E-Purchasing BidNet Direct.

SUBMITTALS FOR THIS PROJECT WILL BE ACCEPTED ON THE ROCKY MOUNTAIN E-PURCHASING BIDNET DIRECT PLATFORM.

Please login to the following website to register (Free Registration) to submit a bid for this project. All required documents will be uploaded to the website.

https://www.bidnetdirect.com/

BIDNET Support

800-835-4603

BID OPENING WILL BE HELD AT OCTOBER 20, 2020 AT 2:00 P.M. VIA WEBEX

Meeting link:
https://coloradosprings.webex.com/coloradosprings/j.php?MTID=m1c855aebbca41a1ecdcad71e135b08b4
Meeting number:
146 656 2161
Password:
STzeTsf5A75
Phone:
408-418-9388

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 the installation of a raised pedestrian crossing at Sierra Madre Rd.

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-T150AM is being issued and posted on www.bidnetdirect.com on October 6, 2020

1.3 SUBMISSION OF BIDS

A. Bids are to be submitted electronically on BidNet Direct (www.bidnetdirect.com).

B. Bids shall be received on or before: 2:00 PM October 20, 2020. A public opening will be held at this time via WebEx; login information is on page 2 of this solicitation.

C. 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 activity.

1.5 LATE BIDS/LATE MODIFICATIONS OF BIDS

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

1.6 MISTAKES IN BIDS - CONFIRMATION OF BID

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

1.7 PROCUREMENT RULES AND REGULATIONS

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

1.8 MINOR INFORMALITIES/IRREGULARITIES IN BIDS

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

B. If the City Procurement Services Division determines that a Bid submitted contains a minor informality or irregularity, then the Procurement Services Manager shall either give the Bidder an opportunity to cure any deficiency resulting from the minor informality or irregularity or waive the deficiency, whichever is to the advantage of the

City. In no event will the Bidder be allowed to change the Bid amount. Examples of minor informalities or irregularities include but are not limited to the following:

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

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

1.9 REJECTION OF BIDS

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

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

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

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

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

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

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

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

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

(4) Takes exceptions to the IFB terms and conditions.

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

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

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

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

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

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

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

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

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

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

1.10 ESTIMATED QUANTITIES

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

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

1.11 NUMBER OF COPIES

One (1) electronic bid must be submitted to BidNet Direct: (www.bidnetdirect.com).

1.12 IDENTIFICATION OF BID

Bids must be submitted to BidNet Direct (www.bidnetdirect.com).
Bid No.: B20-T150AM Pedestrian Crossing Installation at Sierra Madre
Due Date & Time: Tuesday, October 20, 2020 at 2:00 P.M.

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 **2:00 PM Wednesday, October 14, 2020.**

All questions shall be directed to: (Contract Specialist)	**Alyssa Mendelsohn** **Alyssa.Mendelsohn@coloradosprings.gov**

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

1.22 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.

1.23 TYPE OF CONTRACT

As a result of this Invitation for Bids, it is the City's intention 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.

1.24 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.

1.25 BID RESULTS

The City does not mail Bid results or tabulations. However, Bid tabulations are posted and can be downloaded from BidNet. 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.

1.26 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.

1.27 PERIOD OF PERFORMANCE

The performance period of any contract awarded as a result of this IFB is anticipated to be as follows: **December 1, 2020 – July 1, 2021**

1.33 BID DOCUMENTS

The following comprise this Invitation for Bid.

Schedule A – Bid Form
Schedule B – Project Special Provisions
Schedule C – Special Contract Provisions
Schedule D – Statement of Work
Schedule E – Exhibits

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

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

SECTION II – SCHEDULES

Schedule A – Bid Form
Schedule B – General Construction Terms and Conditions
Schedule C – Special Contract Provisions
Schedule D – Statement of Work
Schedule E – Exhibits

SCHEDULE A – BID FORM (TO BE COMPLETED ON BIDNET)

The City of Colorado Springs intends to award a contract to the lowest responsible and responsive bidder as specified in Section 1.15. Each bidder will provide lump sum pricing in BidNet. Bidder understands that the bid quantities are estimated and that final payment will be based on actual quantities orders. Please review Exhibit 7 – Electronic Bid Submission FAQ, and contact BidNet Vendor Support at 1-800-835-4603 option 2 for technical assistance.

TO BE COMPLETED IN BIDNET:

Description	UI	Qty	Unit Price	Total Price
FURNISH ALL LABOR, MATERIALS, EQUIPMENT AND SUPPLIES REQUIRED TO COMPLETE INSTALLATION OF THE NEW RAISED PEDESTRIAN CROSSING AS DETAILED IN PLANS PROVIDED. IN ACCORDANCE WITH THIS INFORMAL BID, ALL CITY, STATE, AND FEDERAL RULES AND REGULATIONS APPLY.	LS	1		$0.00
TOTAL BID				$0.00

SCHEDULE B – GENERAL CONSTRUCTION TERMS AND CONDITIONS

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

https://coloradosprings.gov/procurement-services/page/procurement-regulations-and-documents?mlid=10046

SCHEDULE C – SPECIAL CONTRACT TERMS AND CONDITIONS/SPECIAL SOLICITATION PROVISIONS

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

PPRTA-FUNDED PROJECTS SPECIAL PROVISIONS (REVISED AUGUST 17, 2016)

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

This Contract is a joint contract between the Contractor/Consultant (hereinafter "Contractor"), the City, and the PPRTA. The parties therefore agree to the following:

A. Conflicts: This PPRTA Special Provision shall supersede any contrary provision of this Contract.

B. Parties: 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.

C. Payments: 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 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.

D. Bonds: All bonds under this Contract shall include the City and the PPRTA as Obligees.

E. Insurance: All insurance policies provided by the Contractor or by any sub-contractor for any work pursuant to contracts with the Contractor pursuant to this Contract shall name the City, CDOT and the PPRTA as additional insureds and shall waive all rights of subrogation, in accordance with the terms of this Contract, against the City, CDOT and the PPRTA.

F. 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; the Resolutions and 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 ensure that the Contractor and the Contractor's employees,

agents, officers and subcontractors are familiar with, and comply with, applicable Federal, State, and Local laws and regulations as now written or hereafter amended.

G. Appropriation and Availability of Funds: In accordance 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 Contract without compensation to the Contractor. Performance of the PPRTA's obligations under this Contract is 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 due to legal limitations or non-availability, then the City and the PPRTA may terminate this Contract without compensation to the Contractor.

H. Indemnification: Subject to the provisions of Section 13-50.5-102(8), C.R.S., to the extent applicable to this Contract, the Contractor agrees that the Contractor shall indemnify, defend and hold harmless 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. To the extent the terms of Section 13-50.5-102(8), C.R.S., are applicable to this Contract, the Contractor and the PPRTA hereby agree for the purposes of this Section that: (i) "the degree or percentage of negligence or fault attributable" to the Contractor as used in Section 13-50.5-102(8)(a), C.R.S., shall be conclusively determined by a trial court at the state or federal level and (ii) the term "adjudication" used in Section 13-50.5-102(8)(c), C.R.S., shall mean a trial court order at the state or a federal level.

I. Governmental Immunity: Nothing in this Contract or in any actions taken by the PPRTA pursuant to this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions of the Colorado Governmental Immunity Act, Sections 24-10-101, *et. Seq.*, C.R.S.

J. Warranties: All warranties provided by the Contractor under or pursuant to this Contract to the City shall also apply to the PPRTA.

K. 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.

L. 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 also apply to the PPRTA.

M. Contract Changes: Any changes to the Contract, including but not limited to additions and/or deletions, which are not insignificant to the scope, design and requirements of the Contract shall be subject to prior approval of the PPRTA.

SCHEDULE D – STATEMENT OF WORK

The Pedestrian Crossing Installation at Sierra Madre Road project consists of the removal of asphalt roadway, sidewalk, curb and gutter to install a new raised concrete pedestrian crossing and two new curb access ramps adjacent to the Pikes Peak Community College (PPCC) downtown campus. The project will allow for the full closure of Sierra Madre during construction; access to the school must be provided. A VMS will be needed at Kiowa to notify the traveling public of the closure. The project will be bid lump sum. A list of approximate quantities will be provided but may not be all-inclusive. Signing and striping will be done by others and are not included in this bid.

SCHEDULE E - EXHIBITS

LIST OF EXHIBITS

Exhibit 1 Sample Contract
Exhibit 2 Minimum Insurance Requirements
Exhibit 3 Qualification Statement
Exhibit 4 Representations and Certifications
Exhibit 5 Bid Bond
Exhibit 6 Construction Bid Plans for Proposed Pikes Peak Community College Sierra Madre Street Elevated Crosswalk Project No: 2020-104
Exhibit 7 Electronic Bid Submission FAQ

EXHIBIT 1 SAMPLE CONTRACT

CONSTRUCTION CONTRACT

Contract Number:		Project Name/Title	Pedestrian Crossing Installation at Sierra Madre and PPCC
Vendor/Contractor			
Contact Name:		Telephone:	
Email Address:			
Address:			
Federal Tax ID #		Please check one:	☐ Corporation ☐ Individual ☐ Partnership
City Contracting Specialist	Alyssa Mendelsohn 719-385-7629	City Dept. Rep	Name & Phone# & Department Name
NOT TO EXCEED Contract Amount:		City Account	Acct Code (5) Fund (3) Dept (4) Project (7)
Contract Type:	Firm Fixed Price	Period of Performance:	December 1, 2020 – July 1, 2021

1. INTRODUCTION

THIS FIRM FIXED PRICE CONTRACT ("Contract") is made and entered into this 15TH day of July, 2020 by and between the City of Colorado Springs, a Colorado municipal corporation and home rule city, in the County of El Paso, State of Colorado, (the "City"), and _____ (the "Contractor").

THE CITY AND THE CONTRACTOR HEREBY AGREE AS FOLLOWS:

The City has heretofore prepared the necessary Contract Documents for the following Activity: Pedestrian Crossing Installation at Sierra Madre Road and PPCC.

The Contractor did on the 20th day of October, 2020 submit to the City the Contractor's written offer and proposal to do the work therein described under the terms and conditions therein set forth and furnish all materials, supplies, labor, services, transportation, tools, equipment, and parts for said work in strict conformity with the accompanying Contract Documents, which are attached hereto and incorporated herein by this reference, including the following:

1. This Contract
2. Schedule A – Bid Form
3. Schedule B – General Construction Terms and Conditions
4. Schedule C – Special Contract Provisions
5. Schedule D – Scope of Work
6. Schedule E Exhibit 2 – Minimum Insurance Requirements

7. Schedule E Exhibit 5 – Performance, Labor and Material Payment and Maintenance Bonds
8. Schedule E Exhibit 7 – Construction Plan Set

2. COMPENSATION/CONSIDERATION

THIS FIRM FIXED PRICE CONTRACT is established at the Not to Exceed amount of $xxxxxxxx.

Subject to the terms and conditions of the Contract Documents, Contractor agrees to furnish all materials and to perform all work as set forth in its proposal and as required by the Contract Documents.

All pricing is in accordance with the fixed unit prices found in Schedule A, as proposed by the Contractor. Payment made for actual quantities as set forth in Schedule B, General Construction Terms and Conditions. At no time shall the total obligation of the City exceed the not to exceed amount of this Contract.

3. TERM OF CONTRACT

Contractor will start work promptly after the Notice to Proceed and continue to work diligently until completed. The Contractor shall complete all work on an as ordered basis throughout the Contract period which is **December 1, 2020 – July 1, 2021** ("Period of Performance") as per the specifications and drawings. The Contractor shall provide a two-year guarantee on all work performed under this Contract after the job has been completed and accepted.

4. INSURANCE

The Contractor shall provide and maintain acceptable Insurance Policy(s) consistent with the Minimum Insurance Requirements attached as Schedule E, which includes Property, Liability, and as otherwise listed in Schedule E. The City of Colorado Springs and Pikes Peak Rural Transportation Authority shall be reflected as additional insured on the Property and Liability policy(s).

Further, Contractor understands and agrees that Contractor shall have no right of coverage under any existing or future City comprehensive, self, or personal injury policies. Contractor shall provide insurance coverage for and on behalf of Contract that will sufficiently protect Contractor, or Contractor's agents, employees, servants or other personnel, in connection with the services which are to be provided by Contractor pursuant to this Contract, including protection from claims for bodily injury, death, property damage, and lost income. Contractor shall provide worker's compensation insurance coverage for Contractor and all Contractor personnel. Contractor shall file applicable insurance certificates with the City and shall also provide additional insurance as indicated in this Contract. ***A CURRENT CERTIFICATE OF INSURANCE IS REQUIRED***

PRIOR TO COMMENCEMENT OF SERVICES LISTING THE CITY AND PPRTA AS ADDITIONALLY INSURED.

5. RESPONSIBILITY OF THE CONTRACTOR

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

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

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

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

6. WORK OVERSIGHT

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

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

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

7. SUBCONTRACTORS, ASSOCIATES, AND OTHER CONTRACTORS

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

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

8. KEY PERSONNEL

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

9. START AND CONTINUANCE OF WORK

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

10. APPROPRIATION OF FUNDS

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

approval of a Budget Detail Report (Resource Allocations) which contains an allocation of sufficient funds for the performance of fiscal obligations arising under this Contract.

11. CHANGES

The Contractor and the City agree and acknowledge as a part of this Contract that no change order or other form or order or directive may be issued by the City which requires additional compensable work to be performed, which work causes the aggregate amount payable under the Contract to exceed the amount appropriated for this Contract as listed above, unless the Contractor has been given a written assurance by the City that lawful appropriations to cover the costs of the additional work have been made or unless such work is covered under a remedy-granting provision of this Contract. The Contractor and the City further agree and acknowledge as a part of this Contract that no change order or other form or order or directive which requires additional compensable work to be performed under this Contract shall be issued by the City unless funds are available to pay such additional costs, and, regardless of any remedy-granting provision included within this Contract, the Contractor shall not be entitled to any additional compensation for any change which increases or decreases the Contract completion date, or for any additional compensable work performed under this Contract, and expressly waives any rights to additional compensation, whether by law or equity, unless, prior to commencing the additional work, the Contractor is given a written change order describing the change in Contract completion date or the additional compensable work to be performed, and setting forth the amount of compensation to be paid, and such change order is signed by the authorized City representative, as defined below. The amount of compensation to be paid, if any, shall be deemed to cover any and all additional, direct, indirect or other cost or expense or profit of the Contractor whatsoever. It is the Contractor's sole responsibility to know, determine, and ascertain the authority of the City representative signing any change order under this Contract.

No change, amendment, or modification to this Contract shall be valid unless duly approved and issued in writing by the City of Colorado Springs Procurement Services Division. The City shall not be liable for any costs incurred by the Contractor resulting from work performed for changes not issued in writing by the City of Colorado Springs Procurement Services Division.

The following personnel are authorized to sign changes, amendments, or modifications to this Contract.

The Project Manager: Changes up to $14,999.99
The City of Colorado Springs Chief of Staff: Changes up to $499,999.99
The Mayor of the City of Colorado Springs: Unlimited

12. ASSIGNMENT

No assignment or transfer by the Contractor of this Contract or any part thereof or of the funds to be received thereunder by the Contractor will be recognized unless such

assignment has had the prior written approval of the City and the surety has been given due notice of such assignment. Such written approval by the City shall not relieve the Contractor of the obligations under the terms of this Contract. In addition to the usual recitals in assignment contracts, the following language must be included in the assignment:

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

13. CHOICE OF LAW

This Contract is subject to and shall be interpreted under the law of the State of Colorado, and the Charter, City Code, Ordinances, Rules and Regulations of the City of Colorado Springs, Colorado, a Colorado home rule city. Court venue and jurisdiction shall be exclusively in the Colorado District Court for El Paso County, Colorado. The Parties agree that the place of performance for this Contract is deemed to be in the City of Colorado Springs, El Paso County, State of Colorado. The Contractor shall ensure that the Contractor and the Contractor's employees, agents, officers and subcontractors are familiar with, and comply with, applicable Federal, State, and Local laws and regulations as now written or hereafter amended.

14. WORKERS' COMPENSATION INSURANCE

Contractor shall take out and maintain during the Period of Performance, Colorado Worker's Compensation Insurance for the Contractor and all employees of the Contractor. If any service is sublet by the Contractor, the Contractor shall require the subcontractor to provide the same coverage for the subcontractor and subcontractor's employees. Workers' Compensation Insurance shall include occupational disease provisions covering any obligations of the Contractor in accord with the provisions of the Workers' Compensation Act of Colorado.

15. INDEMNIFICATION

Contractor agrees that the Contractor shall indemnify, defend and hold harmless the City, its officers, employees and agents, from and against any and all loss, damage, injuries, claims, cause or causes of action, or any liability whatsoever resulting from, or arising out of, or in connection with the Contractor's obligations or actions under this Contract caused by any willful or negligent error, omission or act or a failure to observe any applicable standard of care by the Contractor or any person employed by it or anyone for whose acts the Contractor is legally liable. In consideration of the award of this Contract, to the extent damages are covered by insurance, the Contractor agrees to waive all rights of subrogation against the City, its subsidiary, parent, associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers

for losses arising from the work performed by the Contractor for the City. The indemnification obligation shall survive the expiration or termination of this Contract

16. INDEPENDENT CONTRACTOR

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

17. APPLICABLE LAW AND LICENSES

In the conduct of the services or work contemplated in this Contract, the Contractor shall ensure that the Contractor and all subcontractors comply with all applicable state, federal and City and local law, rules and regulations, technical standards or specifications. The Contractor shall qualify for and obtain any required licenses prior to commencement of work.

18. PRIOR AGREEMENTS

This is a completely integrated Contract and contains the entire agreement between the parties. Any prior written or oral agreements or representations regarding this Contract shall be of no effect and shall not be binding on the City. This Contract may only be amended in writing, and executed by duly authorized representatives of the parties hereto.

19. INTELLECTUAL PROPERTY

The Parties hereby agree, and acknowledge, that all products, items writings, designs, models, examples, or other work product of the Contractor produced pursuant to this Contract are works made for hire, and that the City owns, has, and possesses any and all ownership rights and interests to any work products of the Contractor made under this

Contract, including any and all copyright, trademark, or patent rights, and that compensation to the Contractor for Agreement and acknowledgment of this intellectual property right section of this Contract is included in any compensation or price whatsoever paid to the Contractor under this Contract. It is the intent of the parties that the City shall have full ownership and control of the Contractor's work products produced pursuant to this Contract, and the Contractor specifically waives and assigns to the City all rights which Contractor may have under the 1990 Visual Artists Rights Act, federal, and state law, as now written or later amended or provided. In the event any products, items writings, designs, models, examples, or other work product produced pursuant to this Contract is deemed by a court of competent jurisdiction not to be a work for hire under federal copyright laws, this intellectual property rights provision shall act as an irrevocable assignment to the City by the Contractor of any and all copyrights, trademark rights, or patent rights in the Contractor's products, items writings, designs, models, examples, or other work product produced pursuant to this Contract, including all rights in perpetuity. Under this irrevocable assignment, the Contractor hereby assigns to the City the sole and exclusive right, title, and interest in and to the Contractor's products, items writings, designs, models, examples, or other work product produced pursuant to this Contract, without further consideration, and agrees to assist the City in registering and from time to time enforcing all copyrights and other rights and protections relating to the Contractor's products, items writings, designs, models, examples, or other work product in any and all countries. It is the Contractor's specific intent to assign all right, title, and interest whatsoever in any and all copyright rights in the Contractor's products, items writings, designs, models, examples, or other work product produced pursuant to this Contract, in any media and for any purpose, including all rights of renewal and extension, to the City. To that end, the Contractor agrees to execute and deliver all necessary documents requested by the City in connection therewith and appoints the City as Contractor's agent and attorney-in-fact to act for and in Contractor's behalf and stead to execute, register, and file any such applications, and to do all other lawfully permitted acts to further the registration, prosecution, issuance, renewals, and extensions of copyrights or other protections with the same legal force and effect as if executed by the Contractor; further, the parties expressly agree that the provisions of this intellectual property rights section shall be binding upon the parties and their heirs, legal representatives, successors, and assigns.

20. WAIVERS

No waiver of default by the City of any of the terms, covenants, and conditions hereof to be performed, kept, and observed by the Contractor shall be construed, or shall operate, as a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained to be performed, kept, and observed by the Contractor.

21. THIRD PARTIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties hereto, and nothing contained in this Contract shall give or allow

any such claim or right of action by any other or third person or entity on such Contract. It is the express intention of the Parties hereto that any person or entity, other than the Parties to this Contract, receiving services or benefits under this Contract shall be deemed to be incidental beneficiaries only.

22. TERMINATION

A. Termination for Convenience.
By signing this Contract, Contractor represents that it is a sophisticated business and enters into the Contract voluntarily, has calculated all business risks associated with this Contract, and understands and assumes all risks of being terminated for convenience, whether such risks are known or not known. Contractor agrees that the City may terminate this Contract at any time for convenience of the City, upon written notice to the Contractor. Contractor expressly agrees to and assumes the risk that the City shall not be liable for any costs or fees of whatsoever kind and nature if termination for convenience occurs before Contractor begins any work or portion of the work. Contractor further expressly agrees and assumes the risks that the City shall not be liable for any unperformed work, anticipated profits, overhead, mobilizations costs, set-up, demobilization costs, relocation costs of employees, layoffs or severance costs, administrative costs, productivity costs, losses on disposal of equipment or materials, cost associated with the termination of subcontractors, costs associated with purchase orders or purchases, or any other costs or fees of any kind and nature, if Contractor has started or performed portions of the Contract prior to receiving notice from the City. The City shall be liable only for the portions of work Contractor actually satisfactorily completed up to the point of the issuance of the Notice of Termination for convenience. Upon receipt of this notice the Contractor shall immediately: discontinue all services affected (unless the notice directs otherwise), and deliver to the City all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.

B. Termination for Cause: The occurrence of any one or more of the following events (“Event of Default”) will justify termination for cause:

   i. Contractor’s failure to perform the work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule as adjusted from time to time.
   ii. Contractor’s disregard of the laws or regulations of any public body having jurisdiction.
   iii. Contractor’s disregard of the authority of Project Manager.
   iv. Contractor’s violation in any material provision of the Contract Documents.
   v. Contractor’s failure to make prompt payments to its subcontractors, and suppliers of any tier, or laborers or any person working on the work by, through, or under the Contractor or any of them, any all of their employees, officers, servants, members, and agents.

vi. Contractor files a petition commencing a voluntary case under the U.S. Bankruptcy Code, or for liquidation, reorganization, or an arrangement pursuant to any other U.S. or state bankruptcy Laws, or shall be adjudicated a debtor or be declared bankrupt or insolvent under the U.S. Bankruptcy Code, or any other federal or state laws relating to bankruptcy, insolvency, winding-up, or adjustment of debts, or makes a general assignment for the benefit of creditors, or admits in writing its inability to pay its debts generally as they become due, or if a petition commencing an involuntary case under the U.S. Bankruptcy Code or an answer proposing the adjudication of Contractor as a debtor or bankrupt or proposing its liquidation or reorganization pursuant to the Bankruptcy Code or any other U.S. federal or state bankruptcy laws is filed in any court and Contractor consents to or acquiesces in the filing of that pleading or the petition or answer is not discharged or denied within sixty (60) Calendar Days after it is filed.

vii. A custodian, receiver, trustee or liquidator of Contractor, all or substantially all of the assets or business of Contractor, or of Contractor's interest in the Work or the Contract, is appointed in any proceeding brought against Contractor and not discharged within sixty (60) Calendar Days after that appointment, or if Contractor shall consent to or acquiesces in that appointment.

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

If one or more of the events identified in Paragraphs i-viii above occur, City may give Contractor written notice of the event and direct the event be cured. Any such Notice to Cure will provide Contractor a minimum of ten (10) calendar days to prepare and submit to the Project Manager a plan to correct the Event of Default. If such plan to correct the Event of Default is not submitted to the Project Manager within ten (10) days after the date of the written notice or such plan is unacceptable to the City, the City may give Contractor (and the Surety, if any) written notice that Contractor's services are being terminated for cause. Upon delivery of the termination notice, City may terminate the services of Contractor in whole or in part, exclude Contractor from the site, and take possession of the work and of all Contractor's tools, appliances, construction equipment, and machinery at the project site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion), incorporate in the work all materials and equipment stored at the site or for which City has paid Contractor but which are stored elsewhere, and finish the work as City may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until Certificate of Completion of the work. In the event City terminates this Contract for Cause and the cost of completing the work exceeds the unpaid balance of the Contract price, Contractor shall pay City for any costs of completion which exceed the Contract price when combined with all amounts previously paid to Contractor. When exercising any rights or remedies under this paragraph City shall not be required to obtain the lowest price for the work performed. Should the cost of such completion, including all proper charges, be less than the original Contract price, the amount so saved shall accrue to the City. Neither the City nor any officer, agent or employee of the City shall be in any way liable or accountable

to the Contractor or the Surety for the method by which the completion of the said work, or any portion thereof, may be accomplished or for the price paid.

Where Contractor's services have been so terminated by City, the termination will not affect any rights or remedies of City against Contractor or Surety then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by City will not release Contractor from liability.

C. Termination Notice.
Upon receipt of a termination notice, whether for convenience or cause, the Contractor shall immediately: discontinue all services affected (unless the notice directs otherwise), and deliver to the City all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.

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

23. BOOKS OF ACCOUNT AND AUDITING

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

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

24. ILLEGAL ALIENS

Illegal Aliens - Public Contracts for Services - Compliance with Title 8, Article 17.5, Colorado Revised Statutes: The Contractor acknowledges, understands, agrees, and certifies that: In the performance of any work or the provision of any services by the Contractor under this Contract, the Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract; or enter into a contract with any subcontractor that fails to certify to the Contractor that the subcontractor shall not

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

25. COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT OF 1986

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

26. LABOR

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

In accordance with the Keep Jobs in Colorado Act, codified at sections 8-17-101, et seq., C.R.S., Colorado labor shall be employed to perform the work to the extent of not less

than eighty percent (80%) of each type or class of labor in the several classifications of skilled and common labor employed on this Project et seq.=; provided however, that this paragraph shall not apply if the Project receives federal funding.

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

27. GRATUITIES

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

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

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

28. NON-DISCRIMINATION

A. In accordance with section 24-34-402, C.R.S., the Contractor will not discriminate against any employee or applicant for employment because of disability, race, creed, color, sexual orientation, religion, age, national origin, or ancestry. But, with regard to a disability, it is not a discriminatory or an unfair employment practice for an employer to take into consideration disability if there is no reasonable accommodation that the employer can make with regard to the disability, the disability actually disqualifies the person from the job, and the disability has a significant impact on the job. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their disability, race, creed, color, sexual orientation, religion, age, national origin, or ancestry. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship.

B. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

C. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to disability, race, creed, color, sexual orientation, religion, age, national origin, or ancestry.

D. Contractor will cooperate with the City in using Contractor's best efforts to ensure that Disadvantaged Business Enterprises are afforded the maximum opportunity to compete for subcontracts or work under this Contract.

29. ORDER OF PRECEDENCE

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

A. This Contract document with its terms and conditions
B. Specific Construction Terms and Conditions
C. General Construction Terms and Conditions
D. The Statement of Work
E. Project Special Provisions
F. Detailed Construction Plans
G. Other Appendices, Attachments, Exhibits, or Schedules

30. HEADINGS

The section headings contained in this Contract are for reference purposes only and shall not affect the meaning or interpretation of this Contract.

31. DISPUTES

A. All administrative and contractual disputes arising from or related to this Contract other than those arising under Unanticipated Circumstances provisions (in section107.27 of Schedule B General Construction Terms and Conditions) shall be addressed in the following manner:
   i. If either Party disputes or disagrees with a Contract term or the other Party's interpretation of a Contract term or has any other administrative or contractual dispute not addressed in the Unanticipated Circumstances provisions, such Party shall promptly give the other Party written notice of said dispute.
   ii. The Parties shall hold a meeting as soon as reasonably possible, but in no event later than thirty (30) calendar days from the initial written notice of the dispute, attended by persons with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute; provided, however, that no such meeting shall be deemed to vitiate or reduce

the obligations and liabilities of the Parties or be deemed a waiver by a Party of any remedies to which such Party would otherwise be entitled unless otherwise agreed to by the Parties in writing.

iii. If, within thirty (30) calendar days after such meeting, the Parties have not succeeded in negotiating a resolution of the dispute, they agree to submit the dispute to non-binding mediation and to bear equally the costs of the mediation.

iv. The Parties will jointly appoint a mutually acceptable mediator. If they fail to do so within twenty (20) calendar days from the conclusion of the negotiation period, they shall each select a mediator. The two mediators will then appoint a third mediator who shall conduct mediation for the Parties as the sole mediator.

v. The Parties agree to participate in good faith in the mediation and negotiations for a period of thirty (30) calendar days. The substantive and procedural law of the State of Colorado shall apply to the proceedings. If the Parties are not successful in resolving the dispute through mediation, then the Parties shall be free to pursue any other remedy afforded by the laws of the State of Colorado.

vi. Until final resolution of any dispute hereunder, the Contractor shall diligently proceed with the performance of this Contract as directed by the City. For purposes of this Contract, termination for convenience shall not be deemed a dispute. The City of Colorado Springs and the Contractor agree to notify each other in a timely manner of any claim, dispute, or cause of action arising from or related to this Contract, and to negotiate in good faith to resolve any such claim, dispute, or cause of action. To the extent that such negotiations fail, the City of Colorado Springs and the Contractor agree that any lawsuit or cause of action that arises from or is related to this Contract shall be filed with and litigated only by the Colorado District Court for El Paso County, CO.

32. DELIVERY

The City may cancel this Contract or any portion thereof if delivery is not made when and as specified, time being of the essence in this Contract. Contractor shall pay the City for any loss or damage sustained by the City because of failure to perform in accordance with this Contract.

33. PAYMENTS

All invoices shall be sent to the Project Manager identified in this Contract.

The City will pay the Contractor, upon submission of proper invoices, the prices stipulated in the Contract for services rendered and accepted, less any deductions provided in this Contract within 30 days (Net 30). The City will not pay late fees or interest. Any discount payment terms offered on the invoice may be taken by the City.

All payments for Construction will be made in accordance with the Payment provisions found in Schedule B – General Construction Terms and Conditions.

Each invoice must contain at least the following information:

Contract number, issued purchase order number, invoice number, invoice date, timeframe covered by invoice, type and amount of labor and materials used for that time period, dollar amount in unit price, extended price, and total value of invoice.

34. INSPECTION OF SERVICES

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the services furnished under this Contract conform to Contract requirements, including any applicable technical requirements for specified manufacturers' parts. This clause takes precedence over any City inspection and testing required in the Contract's specifications, except for specialized inspections or tests specified to be performed solely by the City.

A. Definition of "services", as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City during Contract performance and for as long afterwards as the Contract requires.

C. The City has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. The City will perform inspections and tests in a manner that will not unduly delay the work.

D. If the City performs inspections or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in Contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

35. SECURITY

The City maintains security requirements regarding access to City buildings and other City workplaces and worksites on City property. All Contractor personnel accessing City buildings, workplaces, or worksites, may be required to produce a valid, Government issued picture identification. Contractor personnel lacking such identification may not be allowed access to such sites. No costs incurred by the Contractor due to City security requirements shall be allowable or payable under this Contract.

36. TIME IS OF THE ESSENCE

In as much as the Contract concerns a needed or required service, the terms, conditions, and provisions of the Contract relating to the time of performance and completion of work are of the essence of this Contract. The Contractor shall begin work on the day specified

and shall prosecute the work diligently so as to assure completion of the work within the number of calendar days or date specified, or the date to which the time for completion may have been extended.

37. EMPLOYMENT OF LABOR

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

38. SALES TAX

The Contractor must have a tax-exemption certificate from the Colorado Department of Revenue for this project. The certificate does not apply to City of Colorado Springs Sales and Use Tax which shall be applicable. The tax exempt project number and the exemption certificate only applies to County, PPRTA (Pikes Peak Rural Transportation Authority), and State taxes when purchasing construction and building materials **to be incorporated into this project**.

Furthermore, the exemption **does not** include or apply to the purchase or rental of equipment, supplies or materials that **do not become a part of the completed project or structure**. Such purchases and rentals are subject to full applicable taxation.

All contracts with subcontractors must include the City of Colorado Springs Sales and Use Tax on the work covered by the Contract, and other taxes as applicable.

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

Forms and instructions can be downloaded at:
https://coloradosprings.gov/cat/government/tax-information/sales-tax.

Questions can be directed to the City Sales Tax Division at (719) 385-5903.

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

State Sales Tax: 98-03479

The Contractor's payment or exemption of State of Colorado, El Paso County and City Sales and Use Taxes shall be as specified herein.

39. SEVERABILITY

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

40. LIABILITY OF CITY EMPLOYEES

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

41. USE OF CITY NAME OR LOGO

Except as otherwise provided in this Contract, the Contractor shall not refer to this Contract or the City of Colorado Springs in any advertising or promotions in such a manner as to state or imply that the product or service provided is endorsed or preferred by the City of Colorado Springs, its employees, or its Departments, or is considered by these entities to be superior to other products or services. Any use of the name or logo of the City of Colorado Springs in advertising or promotions must be approved in writing by the City of Colorado Springs Contracts Specialist assigned to the Contract prior to such use.

42. TRAVEL

If travel expenses are included as a line item in this Contract, all travel expenses incurred and billable by the Contractor are subject to City approval. Air travel shall be limited to the round trip "economy coach" fare. Travel from the Colorado Springs Airport is encouraged. Unless there are extenuating circumstances, the Contract should take advantage of lower airfares by purchasing tickets more than 14 days in advance of travel. In-state travel by air must be more economical than travel by private vehicle. Use of a private vehicle may be reimbursed per mile at the current rate published by the IRS annually. Short-term parking, long-term parking or cab fare associated with airport departure and arrival may be allowable expenses. Valet parking will not be allowed unless it is the least expensive or only option. Car rental rates may be reimbursed for car rentals no greater than the intermediate or standard classification. The City will not reimburse any other travel methods or expenses. The City will pay for lodging, meals, and miscellaneous expenses on a per diem basis only, in accordance with the current per diem rates published by the IRS annually. The City will not pay for Contractor expenses exceeding the per diem rates. Receipts for all reimbursable expenses must be provided with the Contractor’s invoice.

43. APPENDICES

This Agreement and all other documents contemplated hereunder may be executed using electronic signature with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be (i) an original, and all of which taken together shall constitute one and the same agreement, (ii) a valid and binding agreement and fully admissible under state and federal rules of evidence, and (iii) enforceable in accordance with its terms.

44. APPENDICES

The following Appendices are made a part of this Agreement:

1. Schedule A – Bid Form
2. Schedule B – General Construction Terms and Conditions
3. Schedule C – Special Contract Provisions
4. Schedule D – Statement of Work
5. Schedule E – Exhibit 2, Exhibit 5, Exhibit 7

CONTRACT SIGNATURE PAGE

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

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

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

THE CITY OF COLORADO SPRINGS, COLORADO:	

SECOND PARTY:	
Corporate Name	
Signature	Date
Title	

PIKES PEAK RURAL TRANSPORTATION AUTHORITY:	
Signature	Date

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 with $2,000,000 aggregate 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 and Pikes Peak Rural Transportation Authority 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

CORPORATION ☐ INDIVIDUAL ☐
PARTNERSHIP ☐ JOINT VENTURE ☐
OTHER: _____

2. TYPE OF LICENSE & LOCATION

_____
_____
_____

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

4. NUMBER OF YEARS IN BUSINESS: _____

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

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

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

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

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

_____
_____
_____
_____

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

_____
_____
_____
_____

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

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

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

2. Location of Project:
Size of Project:
Contract Amount:
Contact Name:
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 CONTRACT-INCLUDE LOCATION OF PROJECT, SIZE OF PROJECT (CONTRACT AMOUNT) CONTACT NAME, ADDRESS, TELEPHONE NUMBERS.
NOTE: DETAILED INFORMATION ON THESE PROJECTS MAY ALSO BE REQUESTED IN THE IFB PACKAGE.

1. Location of Project:
Size of Project:
Contract Amount:
Contact Name and Title:

Contact Address:

Contact telephone and FAX Numbers:

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

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

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

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

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

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

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

EXHIBIT 4 – REPRESENTATIONS AND CERTIFICATIONS

1. INSURANCE REQUIREMENTS

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

_____
Initials for 1

2. ETHICS VIOLATIONS

a) The Offeror shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in this clause in its own operations and direct business relationships.
b) Offeror certifies the Offeror has not violated or caused any person to violate, and shall not violate or cause any person to violate, the City's Code of Ethics contained in Article 3, of Chapter 1 of the City Code and in the City's Procurement Rules and Regulations
c) When the Offeror has reasonable grounds to believe that a violation described in this clause may have occurred, the Offeror shall promptly report the possible violation to the City Contracts Specialist in writing.
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 shall cooperate fully with the City or any agency investigating a possible violation on behalf of the City. If any violation is determined, the Offeror will properly compensate the City.
h) The Offeror agrees to incorporate the substance of this clause (after substituting "Contractor" for "Offeror") in all subcontracts under this offer.

_____
Initials for 2

3. ILLEGAL ALIENS

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

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

_____
Initials for 3

4. COOPERATION WITH OTHER CONTRACTORS

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

_____
Initials for 4

5. INTERNET USE

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

_____
Initials for 5

6. LITIGATION

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

_____
Initials for 6

7. CONTRACTOR’S REGISTRATION INFORMATION

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

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

_____ Nonprofit

_____ Small Business

_____ Minority Owned Business/Small Disadvantaged Business

_____ Woman Owned Business

_____ Veteran Owned Business

_____ Service-Disabled Veteran Owned Business

_____ HUBZone Business

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

_____
Initials for 7

8. CONTRACTOR PERSONNEL

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

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

_____
Initials for 8

9. OFFEROR'S CERTIFICATION

The undersigned hereby affirms that:
a) He/She is a duly authorized agent of the Offeror;
b) He/She has read and agrees to the City's standard terms and conditions attached.
c) The offer is presented in full compliance with the collusive prohibitions of the City of Colorado Springs. The Offeror certifies that no employee of its firm has discussed, or compared the offer with any other offeror or City employee and has not colluded with any other offeror or City employee.
d) The Offeror certifies that it has checked all of its figures, and understands that the City will not be responsible for any errors or omissions on the part of the Offeror in preparing its Bid.

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

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

_____
Initials for 9

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

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

_____
Initials for 10

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

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

_____
Initials for 11

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:

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

_____
Initials for 12

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.

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

_____
Initials for 13

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:

Principal Place of Business:

_____
Signature of Authorized Representative

Printed Name:

Title:

Date:

EXHIBIT 5 – CITY OF COLORADO SPRINGS BID BOND

1. KNOW ALL MEN BY THESE PRESENTS, THAT:

_____
(Name)

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

_____
(SURETY Name)

a corporation organized and existing under the laws of the State of:

_____
(SURETY Address)

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

($ DOLLARS),

_____

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

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

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

_____

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

Signed and sealed on the dates set forth below:

_____ FOR: _____
(Witness) (Principals Name)

BY: _____

ITS: _____

(Seal) This _____ day of _____

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

BY: _____

ITS: _____

(Seal) This _____ Day of _____

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

EXHIBIT 6 – CONSTRUCTION PLAN SET

Follows this page

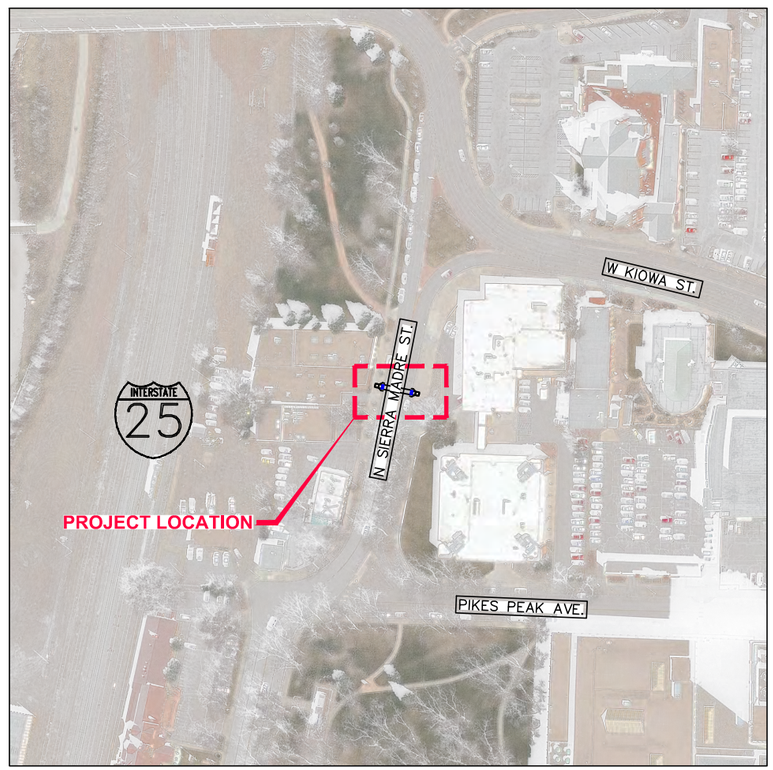
CITY OF COLORADO SPRINGS
PUBLIC WORKS / CITY ENGINEERING
CAPITAL IMPROVEMENT GROUP
30 S. NEVADA AVENUE, SUITE 401
COLORADO SPRINGS, CO 80903

CONSTRUCTION BID PLANS FOR PROPOSED

PIKES PEAK COMMUNITY COLLEGE
SIERRA MADRE STREET ELEVATED CROSSWALK
PROJECT NO: 2020-104

SHEET LIST TABLE

SHEET No.	SHEET NAME
1	TITLE SHEET
2	GENERAL NOTES
3	DEMOLITION PLAN
4	CROSSWALK PLAN & PROFILE
5	ROAD PLAN & PROFILE & ISOMETRIC



VICINITY MAP
SCALE: NTS

N

No.	ITEM	UNIT	PLAN QTY.
100-00000	MOBILIZATION	LS	1
220-00200	REMOVAL OF SIDEWALK	SY	15
220-00203	REMOVAL OF CURB & GUTTER	LF	40
220-00220	REMOVAL OF ASPHALT MAT	SY	25
220-00230	REMOVAL OF ASPHALT MAT (MILLING)	SY	71
240	RESET PARKING METER	EA	1
400-70001	HOT MIX ASPHALT (6-INCH) (PATCHING) SX(75) PG(58-28)	SY	16
430-00800	CONCRETE PAVEMENT (8-INCH) (REINFORCED)	SY	81
500-00505	CONCRETE CURB RAMP	SY	7
500-01045	CONCRETE SIDEWALK (4-INCH)	SY	9
500-51000	CURB & GUTTER TYPE 1 (CITY OF COS)	LF	30
500-59000	CURB & GUTTER (SPECIAL) COVERED CHANNEL	LF	10
827-32050	THERMOPLASTIC PAVEMENT MARKINGS	SF	79
830-10000	TRAFFIC CONTROL	LS	1
901-00045	CONCRETE WASHOUT STRUCTURE	EA	1
990-70010	F/A MINOR CONTRACT REVISIONS	FA	
990-70040	F/A UTILITY POTHOLING	FA	

9/28/2020

User: KDITTMAN Sep 28, 2020 - 9:59am
Drawing: P:_2020 PROJECTS\2020-104 PPCC DOWNTOWN ELEVATED SIDEWALK\02 DESIGN\CADD\DESIGN\PPCC ELEVATED CROSSWALK.DWG - Layout: COVER

GENERAL NOTES

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF COLORADO SPRINGS, ENGINEERING DIVISION, GENERAL PROVISIONS, STANDARD SPECIFICATIONS AND SUPPLEMENTAL SPECIFICATIONS, LATEST REVISION.
2. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE ALL WORK IS PERFORMED IN ACCORDANCE WITH APPLICABLE STANDARDS AND REGULATIONS AS SET FORTH BY THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (O.S.H.A.).
3. NO FIELD CHANGES SHALL BE MADE WITHOUT PRIOR WRITTEN APPROVAL OF THE PROJECT MANAGER.
4. SUBMITTALS SHALL BE MADE FOR ALL MATERIALS TO BE INCORPORATED INTO THIS PROJECT.
5. UTILITY LINES SHOWN ON THE PLAN SHEETS ARE PLOTTED FROM THE BEST AVAILABLE INFORMATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE VERIFICATION AND PROTECTION OF ALL UTILITIES IN PLACE.
6. THE CONTRACTOR SHALL CONTACT THE UTILITY NOTIFICATION CENTER OF COLORADO AT 1-800-922-1987 TWO BUSINESS DAYS IN ADVANCE OF ANY EXCAVATION OR GRADING. FOR A LIST OF SPECIFIC CONTACTS SEE SPECIFICATIONS.
7. THE CONTRACTOR SHALL PROTECT AND MAINTAIN ALL UTILITIES AND STRUCTURES AFFECTED BY THE WORK, AND ANY DAMAGE SHALL BE REPAIRED AND RESTORED TO THE SATISFACTION OF THE CITY OF COLORADO SPRINGS. THE CONTRACTOR IS RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL UTILITIES DURING CONSTRUCTION. THE CONTRACTOR SHALL COORDINATE ALL UTILITY RELOCATIONS AS NECESSARY. THE CITY ENGINEERING INSPECTIONS AND UTILITY DEPARTMENTS SHALL BE NOTIFIED A MINIMUM OF 48 HOURS PRIOR TO COMMENCING WORK WHERE THESE DEPARTMENTS MAY BE AFFECTED.
8. THE CONTRACTOR SHALL NOTIFY THE GAS DIVISION INSPECTOR (636-5736) AT LEAST 48 HOURS IN ADVANCE OF CONSTRUCTION NEAR ANY GAS FACILITIES. THE GAS DIVISION WILL RELOCATE THE GAS SERVICES REQUIRED ON AN AS NEEDED BASIS.
9. EXCAVATION AT GAS LINES: TEMPORARY COVER DURING CONSTRUCTION SHALL BE AT LEAST 18 INCHES OVER THE GAS CONDUIT. FINISH GRADE MUST BE AT LEAST 2 FEET AND NO MORE THAN 6 FEET OVER THE GAS CONDUIT.
10. IN SOME OF THE PROPOSED AREAS OF CONSTRUCTION EXISTING UNDERGROUND TELEPHONE AND CABLE TELEVISION FACILITIES MAY BE LOCATED IN CLOSE PROXIMITY TO THE WORK. THE CONTRACTOR MAY, IF NECESSARY TEMPORARILY DISPLACE THE CABLES DURING CONSTRUCTION AND REINSTALL THEM IN ACCORDANCE WITH THE APPROPRIATE TELEPHONE OR CABLEVISION COMPANY'S GUIDELINES. COORDINATION WITH BOTH THE TELEPHONE AND CABLE TELEVISION COMPANY IS REQUIRED TO BE DONE BY THE CONTRACTOR.
11. THE CONTRACTOR SHALL OBTAIN AN APPROVED TRAFFIC CONTROL PLAN PRIOR TO COMMENCING CONSTRUCTION ACTIVITIES.
12. THE PHYSICAL FEATURES WITHIN THE LIMITS OF THE PROJECT HAVE BEEN SHOWN BASED ON THE BEST AVAILABLE INFORMATION AT THE TIME OF THE DESIGN. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE FEATURES SHOWN. THE CONTRACTOR SHALL REVIEW AND VERIFY EXISTING PHYSICAL FEATURES AND ELEVATIONS THE THEMSELVES OF THE CONDITIONS TO BE ENCOUNTERED DURING CONSTRUCTION.
13. THE CONTRACTOR SHALL LIMIT ALL WORK AND STORAGE AREAS TO THE PUBLIC RIGHT-OF-WAYS AND EASEMENTS. USE OF ANY PRIVATE AREAS FOR THIS PROJECT BY THE CONTRACTOR MUST BE APPROVED IN WRITING BY THE PROPERTY OWNER WITH A COPY OF THIS APPROVAL PROVIDED TO THE ENGINEER PRIOR TO USAGE.
14. ALL CONSTRUCTION IS TO INCLUDE COMPACTION AND FINISH GRADING IN THE UNIT PRICE OF RELATED WORK ITEM.
15. ALL WORK SHALL BE DONE TO THE LINES, GRADES, SECTIONS, AND ELEVATIONS SHOWN ON THE PLANS UNLESS OTHERWISE NOTED OR APPROVED BY THE ENGINEER.
16. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE CITY OF COLORADO SPRINGS AND THE ENGINEER.
17. THE ENGINEER SHALL BE NOTIFIED WITHIN 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.
18. PAYMENT, DIMENSIONS AND RADII ARE SHOWN TO THE FLOWLINE UNLESS OTHERWISE NOTED.
19. THE CONTRACTOR SHALL LIMIT CONSTRUCTION ACTIVITIES TO THOSE AREAS WITHIN THE LIMITS OF DISTURBANCE AND/OR TOES OF SLOPE AS SHOWN ON THE PLANS AND CROSS SECTIONS. ANY DISTURBANCE BEYOND THESE LIMITS SHALL BE RESTORED TO ORIGINAL CONDITIONS BY THE CONTRACTOR AT HIS/HER OWN EXPENSE. CONSTRICTION PARKING OF VEHICLES OR EQUIPMENT. DISPOSAL OF LITTER AND ANY OTHER ACTION WHICH WOULD ALTER EXISTING CONDITIONS.
20. THE CONTRACTOR SHALL NOT REMOVE AND SHALL PROTECT FROM DAMAGE ALL TREES, BUSHES AND EXISTING IMPROVEMENTS INSIDE AND OUTSIDE THE LIMITS OF WORK. SPECIFIC PROVISIONS ARE SHOWN ON PLANS.
21. NO TREES SHALL BE REMOVED OR TRIMMED WITHOUT PRIOR ACKNOWLEDGEMENT OF THE PROPERTY OWNER AND/OR PROJECT MANAGER.
22. THE CONTRACTOR SHALL PROTECT THE EXISTING DRAINAGE STRUCTURES AND REROUTE ANY RUNOFF AS NECESSARY DURING CONSTRUCTION ACTIVITIES TO PREVENT EROSION AND DAMAGE.
23. THE CONTRACTOR SHALL PROVIDE SAFE PEDESTRIAN ACCESS AT ALL TIMES DURING THE PROJECT.
24. THE CONTRACTOR SHALL CLOSELY MONITOR ACCESS FOR HEAVY CONSTRUCTION EQUIPMENT THROUGH THE PROJECT AND RESIDENTIAL AREAS
25. SHOULD THE CONSTRUCTION ACTIVITY CONTINUE PAST 7:00 P.M., THE CONTRACTOR SHALL ENSURE THAT THE NOISE LEVEL DOES NOT EXCEED THE LIMITS SPECIFIED IN THE CITY ORDINANCE.
26. WHERE NEW PAVEMENT IS TO ABUT EXISTING PAVEMENT, THE EXISTING PAVEMENT SHALL BE REMOVED TO A NEAT VERTICAL LINE BY FULL DEPTH SAWING. SAWING WILL NOT BE PAID FOR SEPARATELY BUT SHALL BE INCIDENTAL TO "REMOVAL OF ASPHALT PAVEMENT". THE CONTRACTOR WILL BE REQUIRED TO PAINT THE EDGE OF CUT PAVEMENT WITH DILUTED EMULSIFIED ASPHALT (SLOW SETTING) PRIOR TO PAVING OPERATIONS. VERTICAL EDGES SHALL NOT REMAIN OVERNIGHT. DILUTED EMULSIFIED ASPHALT FOR TACK COAT SHALL CONSIST OF ONE PART EMULSIFIED ASPHALT AND ONE PART WATER.
27. WATER SHALL BE USED AS A DUST PALLIATIVE WHERE REQUIRED. LOCATION SHALL BE AS ORDERED. THE COST OF WATER SHALL BE INCIDENTAL TO OTHER BID ITEMS.
28. THE PHYSICAL FEATURES REQUIRING REMOVAL OR OBLITERATION WITHIN THE PROJECT SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND ASPHALT SHALL BE DISPOSED OF OFF-SITE. THE EXCEPTION IS TRAFFIC CONTROL DEVICES, WHICH SHALL BE SALVAGED FOR CITY MAINTENANCE.
29. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PRESERVING ANY MONUMENT, RANGE POINTS, TIES, BENCHMARKS AND/OR SURVEY CONTROL POINTS WHICH MAY BE DISTURBED OR DESTROYED BY CONSTRUCTION. SUCH POINTS SHALL BE REFERENCED AND REPLACED WITH APPROPRIATE MONUMENT BY A REGISTERED PROFESSIONAL LAND SURVEYOR AUTHORIZED TO PRACTICE LAND SURVEYING IN THE STATE OF COLORADO.
30. THE CONTRACTOR SHALL HAVE A COPY OF ALL APPLICABLE STANDARDS ON SITE FOR THE DURATION OF THE PROJECT.
31. THE CONTRACTOR SHALL NOT STOCKPILE MATERIAL WITHIN 10 FEET OF THE EDGE OF TRAVELED WAY.
32. THE FOLLOWING SHALL BE FURNISHED WITH EACH BITUMINOUS PAVER. THIS DEVICE SHALL BE USED ON ALL PASSES AND LIFTS OF BITUMINOUS PAVEMENT PLACED:
    A. A SKI TYPE DEVICE AT LEAST 30 FEET IN LENGTH.
    B. SHORT SKI OR SHORT SHOE.
    C. CONTROL LINE AND STAKES, SUFFICIENT FOR EACH PHASE OF THE PROJECT.
33. ANY LAYER OF BITUMINOUS PAVEMENT THAT IS TO HAVE A SUCCEEDING LAYER PLACED THEREON SHALL BE COMPLETED FULL WIDTH BEFORE SUCCEEDING LAYER IS PLACED.
34. BEFORE PLACEMENT OF THE TACK COAT, THE CONTRACTOR SHALL CLEAN THE PRESENT ROADWAY AS DIRECTED. CLEANING WILL NOT BE PAID FOR SEPARATELY, BUT SHALL BE INCLUDED IN THE COST OF THE PROJECT.
35. A TACK COAT OF EMULSIFIED ASPHALT (SLOW SETTING) IS TO BE APPLIED BETWEEN PAVEMENT COURSES TO IMPROVE BOND. DILUTED EMULSIFIED ASPHALT FOR TACK COAT SHALL CONSIST OF ONE PART EMULSIFIED ASPHALT AND ONE PART WATER.
36. STORM INLET STATIONING AND INLET REFERENCE TOP FRONT MIDDLE OF THE BOX. STORM MANHOLE STATIONING REFERENCE CENTER OF MANHOLE.
37. THE CONTRACTOR SHALL FURNISH, INSTALL AND MAINTAIN TEMPORARY TRAFFIC CONTROL DEVICES NECESSARY THROUGHOUT THE DURATION OF THE CONSTRUCTION, THE CONTRACTOR SHALL CONTACT TRAFFIC ENGINEERING 48 HOURS IN ADVANCE FOR ANY REQUIRED MODIFICATION TO TRAFFIC SIGNALS WITHIN THE CONSTRUCTION AREA AS NECESSARY TO MAINTAIN SAFE OPERATIONS.
38. EXISTING AND PROPOSED JUNCTION BOX LIDS, WATER VALVES, SANITARY SEWERS, OR STORM SEWER MANHOLE LIDS SHALL BE RAISED TO MATCH PROPOSED NEW GRADE. ALL ADJUSTMENTS OR MATERIALS REQUIRED FOR THE ADJUSTMENT SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT.
39. ALL WORK DONE ON OR AROUND WATER RESOURCES DEPARTMENT FACILITIES MUST BE INSPECTED BY THE WATER RESOURCES DEPARTMENT INSPECTOR. THE CONTRACTOR IS REQUIRED TO NOTIFY THE WATER RESOURCES DEPARTMENT PIPELINE INSPECTION SECTION (638-5654 TWO WORKING DAYS PRIOR TO BEGINNING CONSTRUCTION. IF THIS PROJECT INVOLVES A TAP, DO NOT CALL TO SCHEDULE TAP UNTIL THE PIPELINE INSPECTION NOTIFICATION. INSPECTION REQUIRED AFTER WORKING HOURS MUST BE COORDINATED WITH THE PIPELINE INSPECTOR IN ADVANCE AND WILL BE SUBJECT TO OVERTIME CHARGES PER W.R.D. SPECIFICATIONS.
40. THE CONTRACTOR SHALL, AT THEIR EXPENSE, SUPPORT AND PROTECT ALL WATER MAINS SO THAT THEY WILL FUNCTION CONTINUOUSLY DURING CONSTRUCTION EXCEPT THOSE DESIGNATED TO BE TEMPORARILY SHUT DOWN. TEMPORARY WATER SERVICE DISRUPTION SHALL BE DONE TO MINIMIZE THE EFFECTS ON COLORADO SPRINGS UTILITIES CUSTOMERS. SHOULD A WATER MAIN FAIL AS A RESULT OF THE CONTRACTOR'S OPERATIONS, IT WILL BE REPAIRED IMMEDIATELY BY EITHER THE CONTRACTOR OF THE WATER RESOURCES DEPARTMENT AT THE FULL COST OF LABOR AND MATERIALS TO THE CONTRACTOR.
41. ANY DISCREPANCY WITHIN THESE PLANS SHOULD BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ENGINEER AND WORK SHALL STOP UNTIL THE DISCREPANCY IS DISCUSSED AND DECISIONS/AGREEMENTS HAVE BEEN MADE.
42. REFER TO THE PROJECT MANUAL FOR PAY ITEM DESCRIPTIONS AND MEASUREMENTS, ALL WORK WITHOUT A SPECIFIC BID ITEM IS INCIDENTAL TO OTHER PAY ITEMS.
43. APPROVAL OF THESE PLANS BY THE CITY ENGINEER DOES NOT AUTHORIZE ANY WORK TO BE PERFORMED UNTIL ALL PERMITS HAVE BEEN ISSUED.
44. THE APPROVAL OF THESE PLANS OR ISSUANCE OF A PERMIT BY THE CITY OF COLORADO SPRINGS DOES NOT AUTHORIZE THE OWNER OR CONTRACTOR TO VIOLATE ANY FEDERAL, STATE OR LOCAL CITY LAWS, ORDINANCES, REGULATIONS OR POLICIES.

EARTHWORK

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

BENCHMARK AND SURVEY CONTROL

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

TRAFFIC GENERAL NOTES

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

STRIPING AND SIGNAGE GENERAL NOTES

1. THE CONTRACTOR SHALL LEVEL ALL DISTURBED AREAS WITH TOPSOIL AND HAND-RAKE TO A UNIFORM APPEARANCE. THE AREA SHALL BE SEEDED WITH PROTECTIVE STRAW MAT COVER DURING WINTER MONTHS OR SODDED ALL OTHER TIMES. THIS WORK TO BE CONSIDERED AN INCIDENTAL ITEM. INSTALLATION OF ALL STRIPING, SIGNS AND PAVEMENT MARKERS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL REMOVAL OF EXISTING PAVEMENT MARKINGS (SCARRING OF PAVEMENT IS NOT PERMITTED). AT NO TIME WILL IT BE ACCEPTABLE TO PAINT OVER EXISTING PAVEMENT MARKINGS.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR OVERLAYING OR CHIP SEALING ROADWAY IF SCARRING OCCURS DURING REMOVAL OF EXISTING OR TEMPORARY PAVEMENT MARKINGS. THE CITY TRAFFIC ENGINEER WILL DETERMINE METHOD OF PAVEMENT REPAIR.
4. ALL STRIPING AND SIGNING SHALL CONFORM TO THE MOST RECENT ADOPTED EDITION OF THE FOLLOWING MANUALS AND THEIR SUPPLEMENTAL AMENDMENTS:
    A. MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD)
    B. CITY OF COLORADO SPRINGS SIGNS AND MARKINGS GUIDELINES
    C. CITY OF COLORADO SPRINGS STANDARD SPECIFICATIONS
    D. CITY OF COLORADO SPRINGS PUBLIC WORKS DESIGN MANUAL.
5. ALL SIGNING AND STRIPING IS SUBJECT TO THE APPROVAL OF THE CITY TRAFFIC ENGINEER PRIOR TO INSTALLATION AND/OR REMOVAL.
6. CONTRACTOR SHALL REMOVE ALL CONFLICTING STRIPING, PAVEMENT MARKINGS AND LEGENDS BY HYDROBLASTING, SANDBLASTING AND/OR GRINDING. ANY DEBRIS SHALL BE PROMPTLY REMOVED BY THE CONTRACTOR.
7. SIGN POSTS SHALL BE INSTALLED WITH A MINIMUM OF 1¾" x 10' SQUARE PERFORATED STEEL TUBING WITH SLEEVE PER CITY OF COLORADO SPRINGS STANDARD.
8. ALL TRAFFIC SIGNS SHALL HAVE A MINIMUM OF HIGH INTENSITY GRADE SHEETING.
9. ANY DEVIATION FROM THE STRIPING AND SIGNING PLANS SHALL BE APPROVED BY THE ENGINEER OF WORK AND THE CITY TRAFFIC ENGINEER PRIOR TO ANY CHANGES BEING MADE IN THE FIELD.
10. ALL SIGNS SHOWN ON THE STRIPING AND SIGNING PLANS SHALL BE NEW SIGNS PROVIDED AND INSTALLED BY THE CONTRACTOR, EXCEPT FOR EXISTING SIGNS SPECIFICALLY INDICATED TO BE RELOCATED OR TO REMAIN.
11. STRIPED CROSSWALKS SHALL HAVE AN INSIDE DIMENSION OF 10 FEET, AND CONTINENTAL CROSSWALKS SHALL HAVE A MINIMUM WIDTH OF 9 FEET UNLESS INDICATED OTHERWISE.
12. ALL LIMIT LINES/STOP LINES, CROSSWALK LINES, PAVEMENT LEGENDS AND ARROWS (EXCEPT WITHIN BIKE LANES) SHALL BE A MINIMUM OF 90 MIL THICKNESS THERMOPLASTIC OR PREFORM PLASTIC TAPE.
13. ALL LONGITUDINAL LINES SHALL BE A MINIMUM OF 15 MIL THICKNESS EPOXY.
14. CONTRACTOR TO DELIVER ALL REMOVED SIGNS TO THE CITY OF COLORADO SPRINGS SIGNS/MARKINGS SHOP AT 404 FONTANERO STREET, (719) 578-6721.
15. CONTRACTOR SHALL NOTIFY CITY TRAFFIC ENGINEER (719) 385-5908 A MINIMUM OF 5 WORKING DAYS PRIOR TO AND UPON COMPLETION OF STRIPING AND SIGNAGE.

NPDES DRAINAGE WATER QUALITY NOTES

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

GENERAL CONSTRUCTION NOTES

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

REV. No.	REVISION	BY	DATE

PROJECT MANAGER	TS
DESIGNED BY	TS
DRAWN BY	KWD
CHECKED BY	
PROJECT NUMBER	2020-104

VERIFY SCALES
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IF NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY

COLORADO SPRINGS

CAPITAL IMPROVEMENTS PROGRAM
PPCC ELEVATED CROSSWALK

GENERAL NOTES

SCALE
HORIZ: AS SHOWN
VERT: N/A

FILENAME
PPCC ELEVATED CROSSWALK.DWG

SHEET
2

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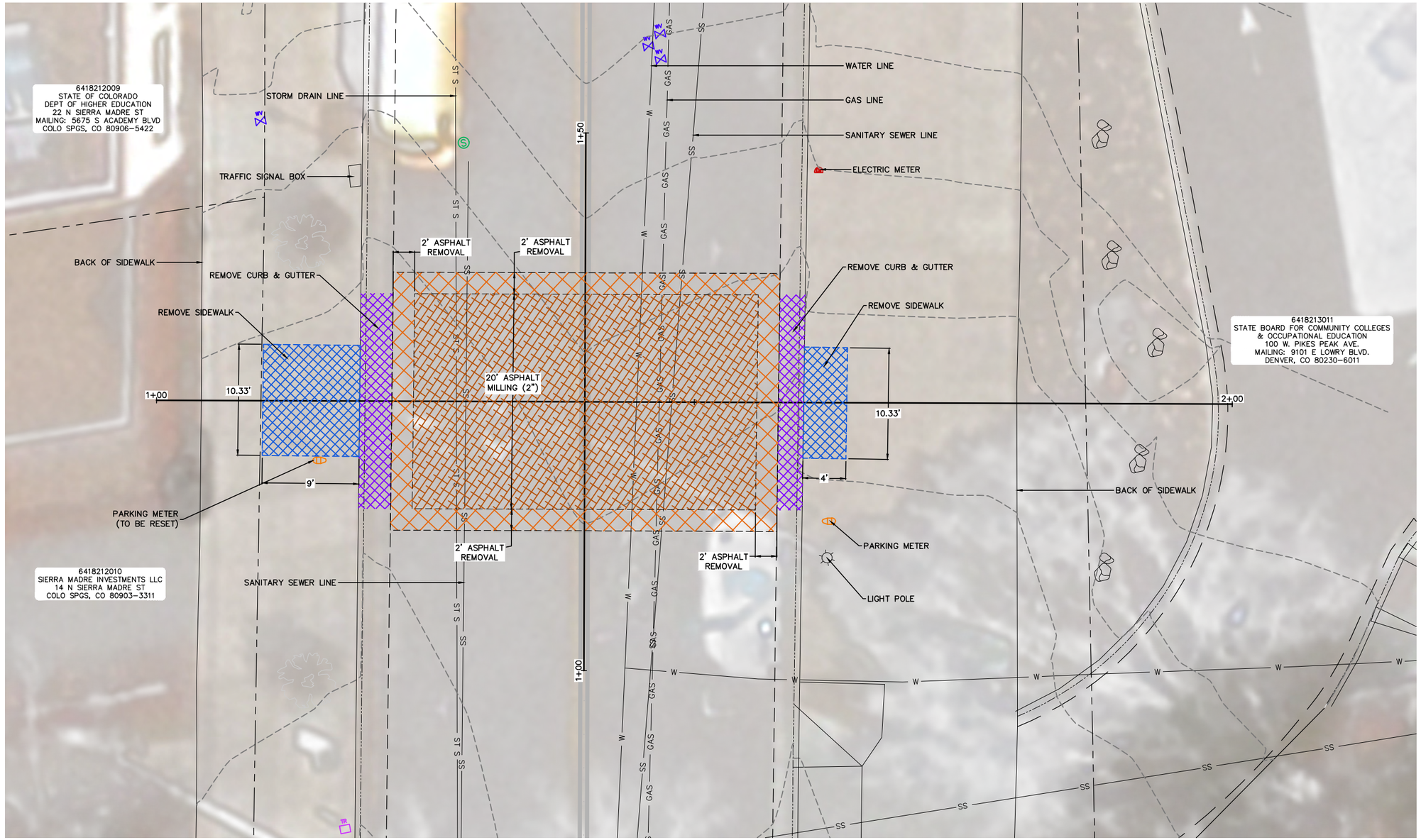

DEMOLITION PLAN

SCALE: 1"=5' (22x34)
1"=10' (11x17)

9/28/2020

PROJECT MANAGER	TS
DESIGNED BY	TS
DRAWN BY	KWD
CHECKED BY	
PROJECT NUMBER	2020-104

REV. No.	REVISION	BY	DATE

VERIFY SCALES
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COLORADO SPRINGS

CAPITAL IMPROVEMENTS PROGRAM
PPCC ELEVATED CROSSWALK

DEMOLITION PLAN

SCALE
HORIZ: AS SHOWN
VERT: N/A

FILENAME
PPCC ELEVATED CROSSWALK.DWG

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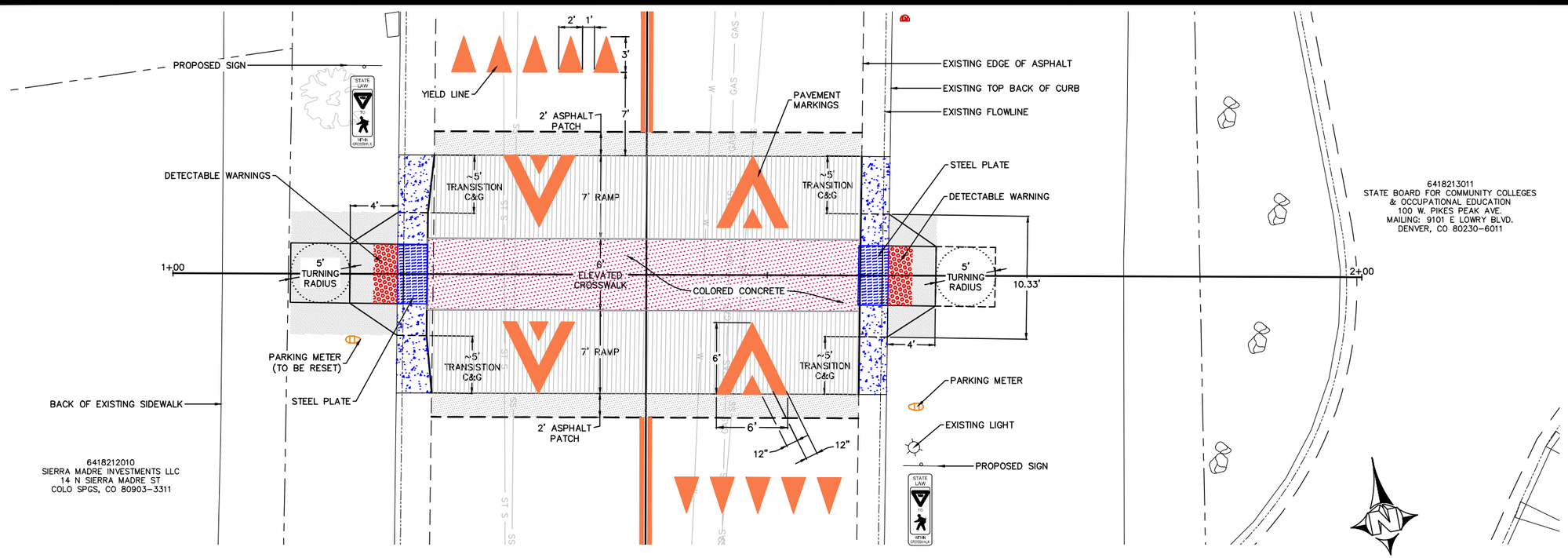

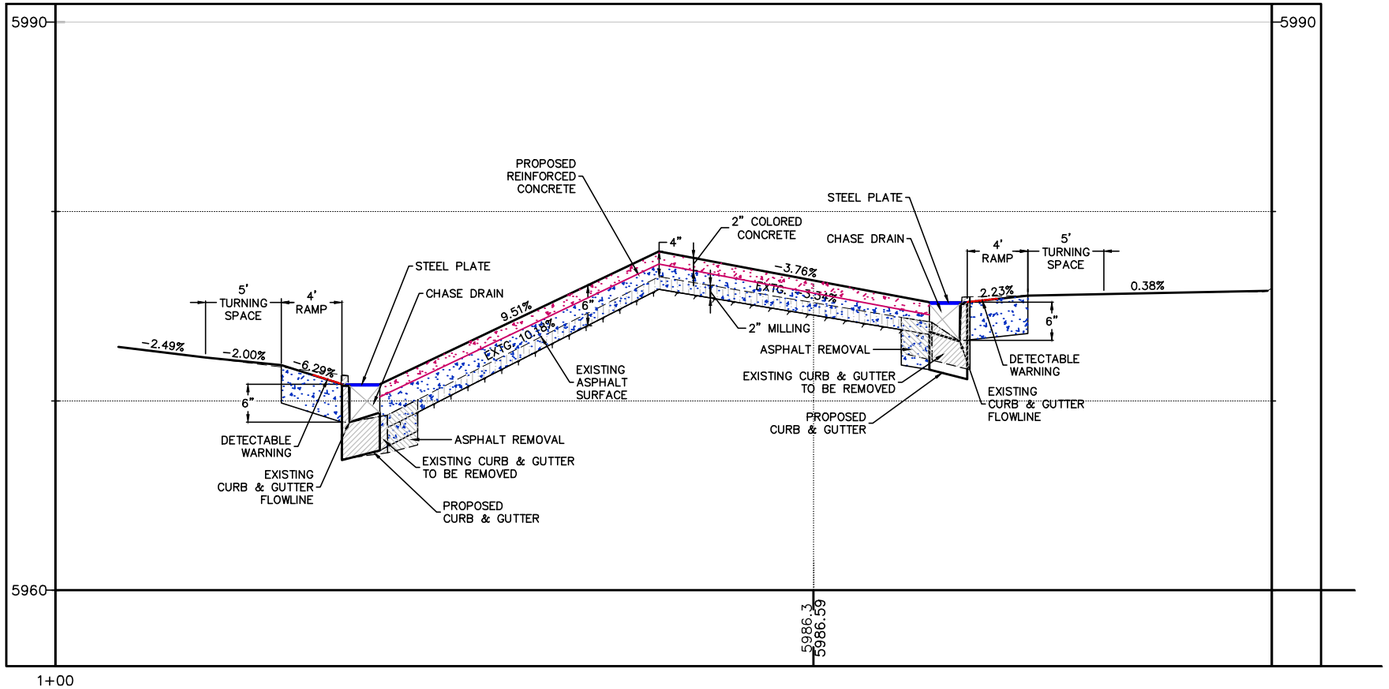

ELEVATED CROSSWALK PLAN & PROFILE

SCALE: 1"=5' (22X34) 1"=10' (11X17) VERTICAL EXXAG: 5:1

9/28/2020

PROJECT MANAGER	TS
DESIGNED BY	TS
DRAWN BY	KWD
CHECKED BY	
PROJECT NUMBER	2020-104

REV. No.	REVISION	BY	DATE

VERIFY SCALES
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COLORADO SPRINGS

CAPITAL IMPROVEMENTS PROGRAM
PPCC ELEVATED CROSSWALK

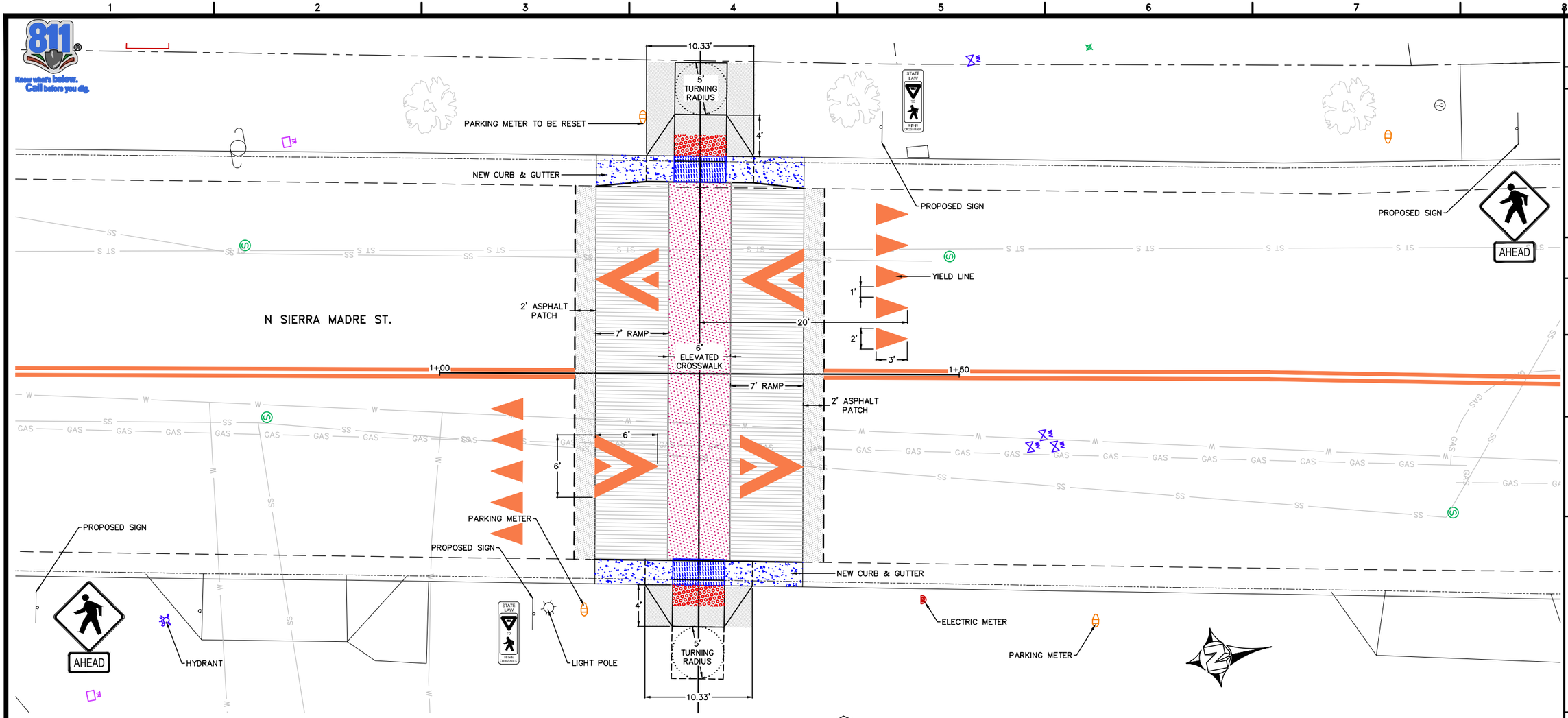
CROSSWALK PLAN & PROFILE

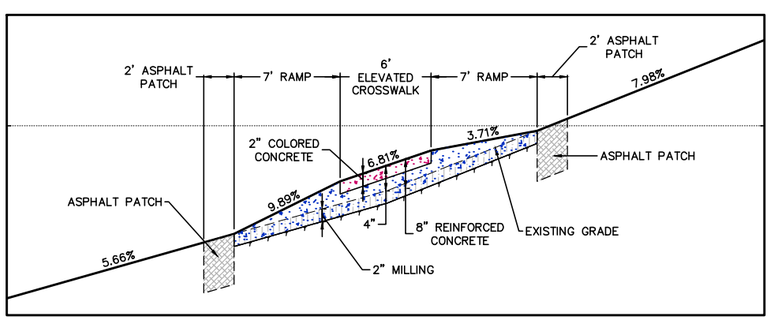
SCALE
HORIZ: AS SHOWN
VERT: N/A

FILENAME
PPCC ELEVATED CROSSWALK.DWG

SHEET
4

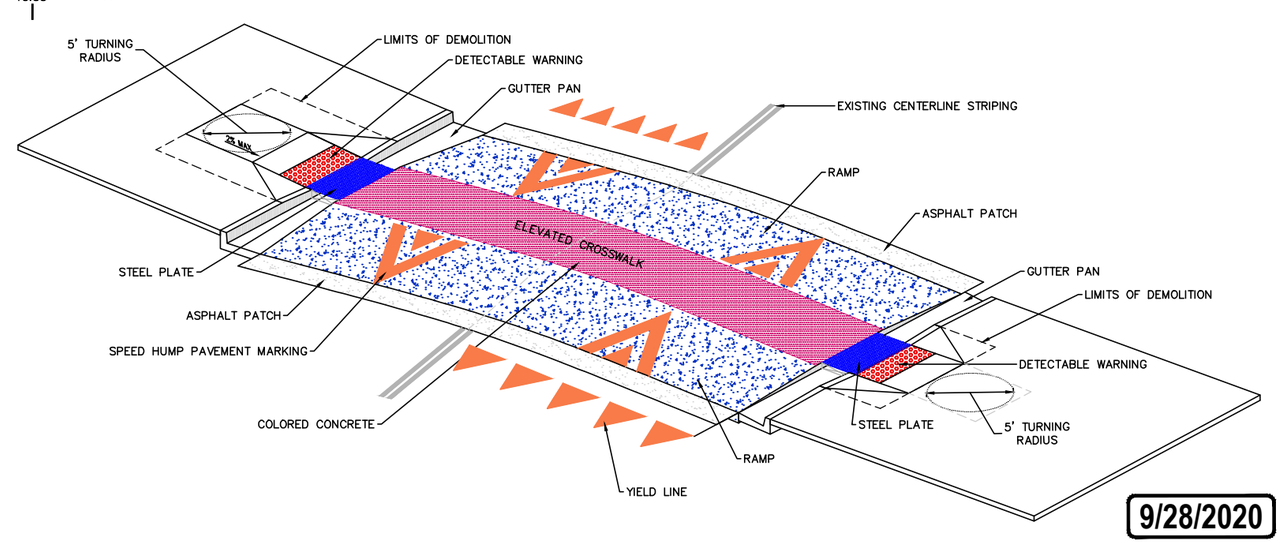
User: KDITTMAN Sep 28, 2020 - 10:00am
Drawing: P:_2020 PROJECTS\2020-104 PPCC DOWNTOWN ELEVATED SIDEWALK\02 DESIGN\CADD\DESIGN\PPCC ELEVATED CROSSWALK.DWG - Layout: P&P





ELEVATED CROSSWALK PLAN & PROFILE

SCALE: 1"=5' (22X34)
1"=10' (11X17)
VERTICAL EXXAG: 5:1



9/28/2020

BY	DATE

REV. No.	REVISION

PROJECT MANAGER	TS
DESIGNED BY	TS
DRAWN BY	KWD
CHECKED BY	
PROJECT NUMBER	2020-104

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

COLORADO SPRINGS

CAPITAL IMPROVEMENTS PROGRAM
PPCC ELEVATED CROSSWALK

CROSSWALK PLAN & PROFILE

SCALE
HORIZ: AS SHOWN
VERT: N/A

FILENAME
PPCC ELEVATED CROSSWALK.DWG

SHEET
5

User: KDITTMAN Sep 28, 2020 - 10:00am
Drawing: P:_2020 PROJECTS\2020-104 PPCC DOWNTOWN ELEVATED SIDEWALK\02 DESIGN\CADD\DESIGN\PPCC ELEVATED CROSSWALK.DWG - Layout: P&P (2)

EXHIBIT 7 – ELECTRONIC BID SUBMISSION FAQ

Follows this page

EBS for vendors

(Electronic Bid Submission)

Quick FAQ

What is an electronic bid submission?

Electronic bid submission (EBS) is the electronic transfer of proposal bid data between a supplier and a contracting authority. The BidNet Direct EBS feature allows suppliers to submit bids/proposals online via BidNet Direct. The BidNet Direct E-bid submission feature includes safeguards to ensure the security and authenticity of the material being transferred. Vendors must be registered to www.BidNetDirect.com to participate in EBS.

When do buyers see my submission?

Submitted documents are stored in a secure fashion with a high level of security. All bids remain encrypted and not readable until bids are opened by the buyer and only after the closing date and time have passed.

Need Help? BidNet's Customer Support Team is here for you!

Our Customer Support Team can assist and walk through the bid submission process with you. Our office can be reached by toll free phone number 1-800-835-4603 and pressing option 2.

Submitting Your Bid Using the EBS

Reminders before submitting a bid:

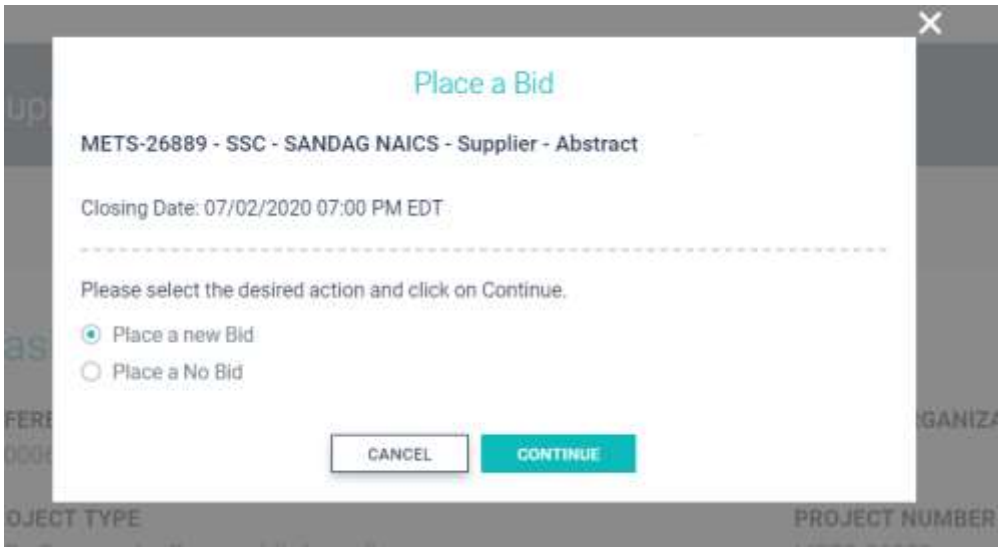
Click on the Documents and Document Request List tabs to verify that you have downloaded the required Documents.

Verify that you are a Follower of this Solicitation (if so, the top button will indicate that you are Following). You should do this to be alerted of ANY addendum or communication regarding the solicitation. Please review the addendum and communication tab for any information that may have already been issued.

You may have to click on Intent to Bid before making a formal Bid. This is an optional, but commonly used, request by buyers.

To submit a bid:

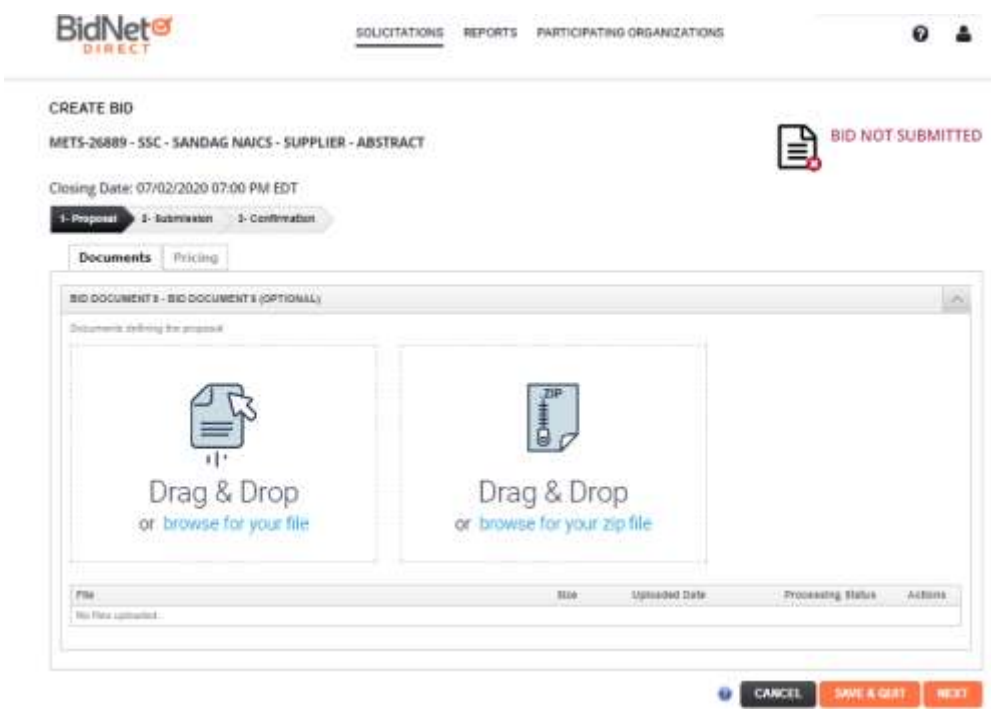
Click on Place Bid button. The Place a Bid modal window appears.



Place Bid *pop-up window.*

Select the Place a new Bid radio button, and click on Continue. The Create Bid interface opens.

Creating a Bid typically takes place in three steps: the Proposal, the Submission, and the Confirmation. A red “Bid Not Submitted” will show until your bid has been successfully submitted.



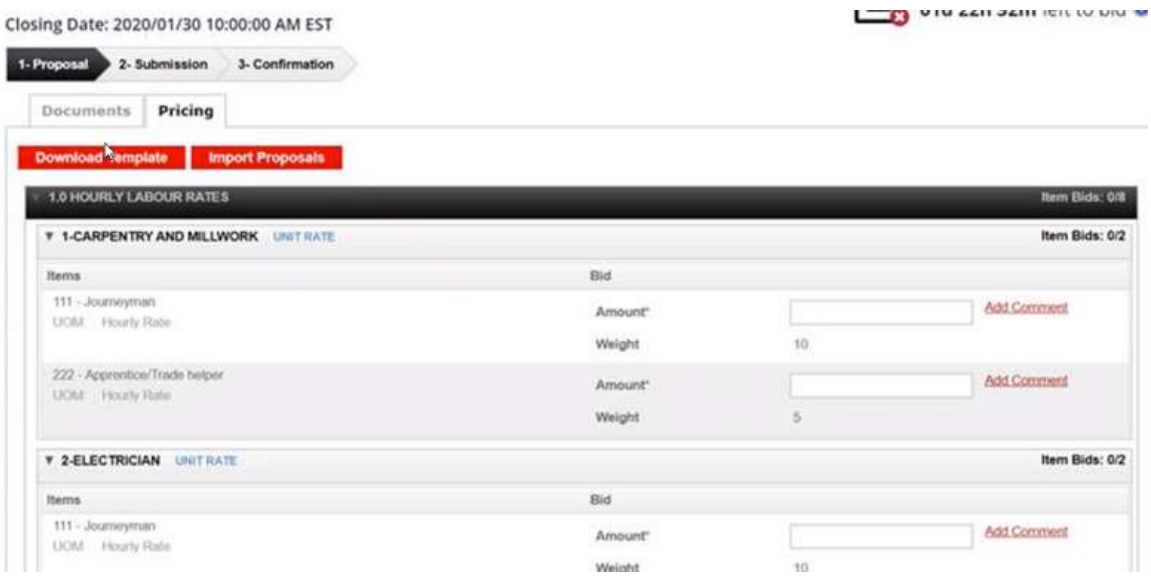
Create Bid: Proposal - Documents *tab.*

Simply drag-and-drop the files one at a time in the Add File area or on the Add File button. If you have many documents in a compressed file, drag-and-drop the file in the Import ZIP File area or on the Import ZIP File button. The files will appear in the File section.

Once the files are uploaded, click on the next tab. This might be the Pricing tab or the Questions tab, depending on the type of Solicitation.

Fill out the information in either lump sum or line item bidding, depending on the fields.

Create Bid: Proposal - Pricing *tab.*

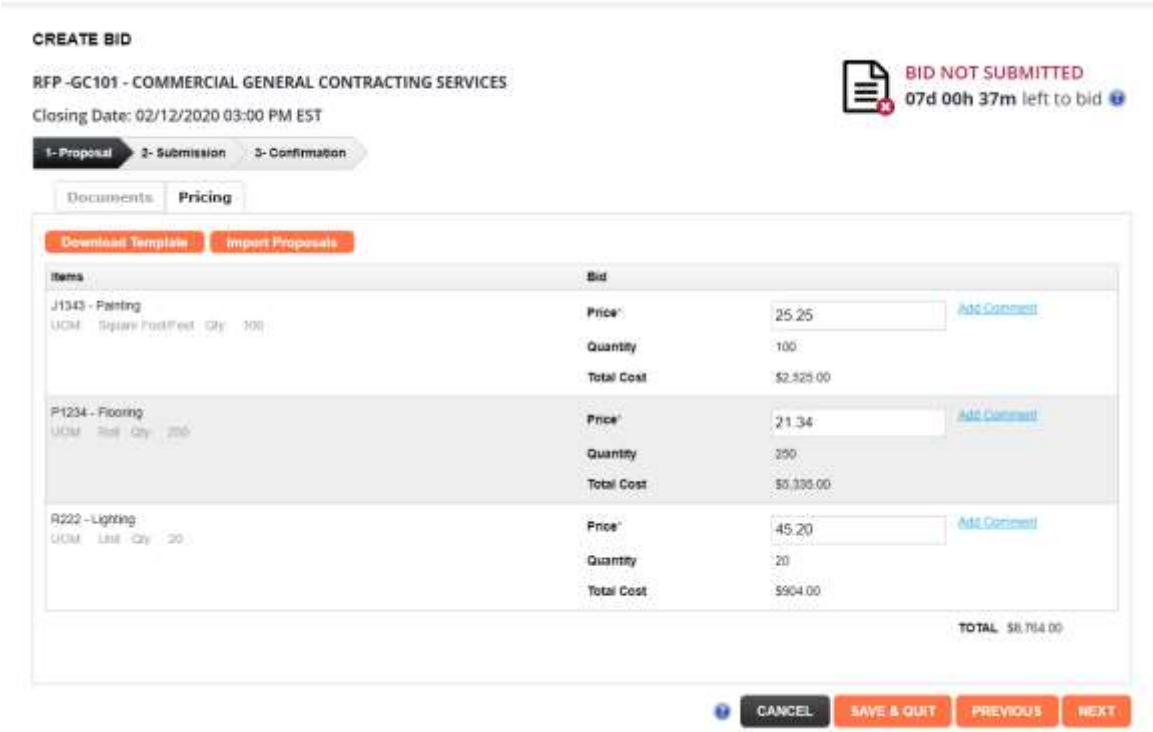


Create Bid: Proposal - Line Items *tab.*

If there are multiple line items, a template will appear that you can simply download the template, fill in your pricing and any comments and then upload the file.

	B	C	D	E	F	G	H
1	Code	Description	UOM	Quantity	Price *	Comment	Total Cost
2	J1343	Painting	Square Foot/Feet	100	25.25		2525
3	P1234	Flooring	Roll	250	21.34		5335
4	R222	Lighting	Unit	20	45.2		904
5							

Once the template is filled-out, you can upload the file by clicking on the **Import Proposals** button. The list will fill itself out with the information taken from the **XLS** file.



Line Item template.

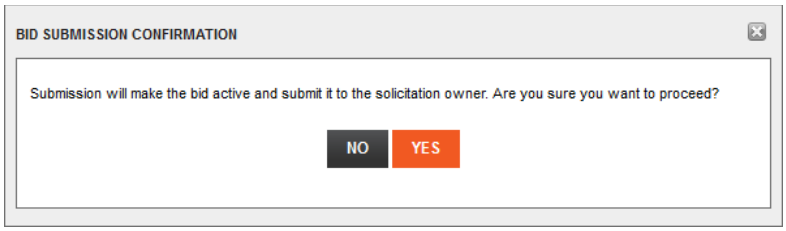
There may, depending on the solicitation, also be a list of questions to be answered on the electronic submission.

Create Bid: Proposal - Questions tab.

You will need to re-enter your password for the BidNet Direct platform before officially submitting the bid.

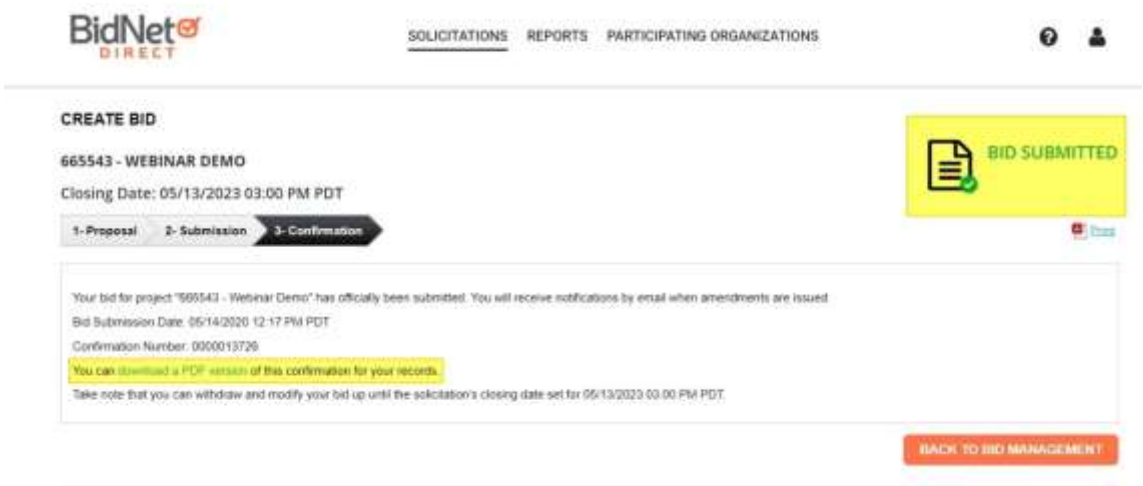
Create Bid: Submission *interface.*

And finally, you will need to confirm to submit the bid.



Bid Submission Confirmation *modal window.*

Once confirmed by selecting “Yes” a confirmation number and the opportunity to print the confirmation is available.



As a Reminder
All of your bid submissions can be retrieved through your account through the Bid Management Link. To navigate to this area, from the dashboard select "**Solicitations**" and then "**Bid Management**"

Bid Management Area
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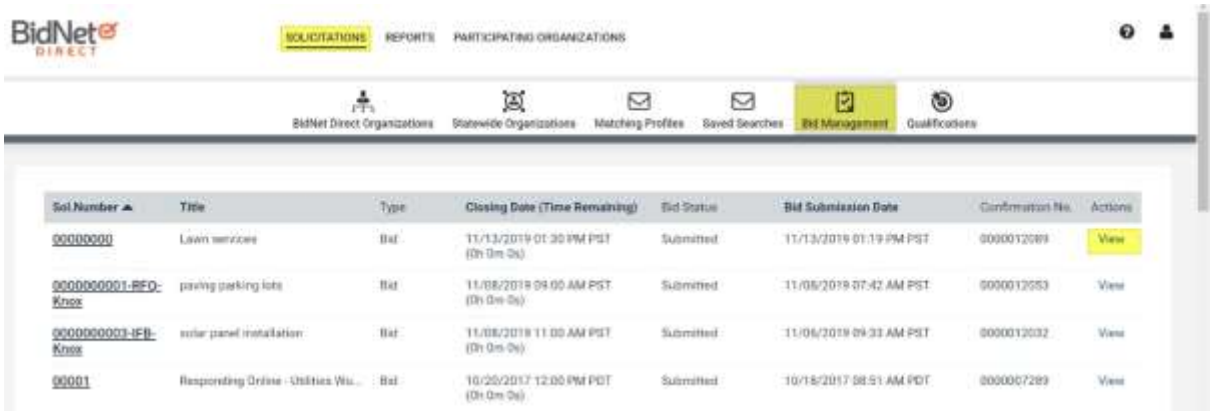
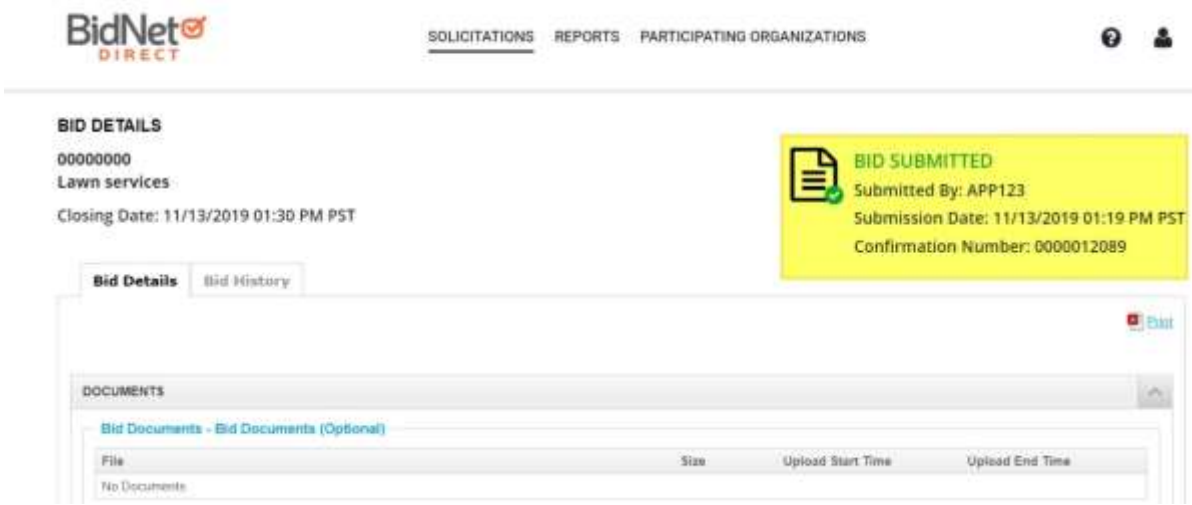
Confirmation through "Bid Management"