



**REQUEST FOR PROPOSAL**  
Services

**R16 - 147MZ**

Date issued: October 21, 2016

**SAND CREEK CHANNEL  
RESTORATION DESIGN  
SERVICES**

**THE CITY OF COLORADO SPRINGS**

**THIS RFP IS PARTIALLY FUNDED WITH FEMA FEDERAL FUNDS**

**The City of Colorado Springs requests Time and Materials (T&M) proposals, as detailed in this Request for Proposal (RFP), for Sand Creek Channel Restoration Design Services.**

**The City is seeking proposals from qualified Consultant firms to design channel improvements in Sand Creek starting downstream of Platte Ave and continuing downstream approximately 2,500 linear feet to just upstream of the West Fork confluence.**

**Sand Creek is a highly erodible channel that requires a designer with expert knowledge and experience working on similar creek improvement projects.**

# **SECTION INDEX**

SECTION I	PROPOSAL INFORMATION
SECTION II	PROPOSAL CONTENT
SECTION III	EVALUATION FACTORS
SECTION IV	SPECIAL CONTRACT TERMS AND CONDITIONS/SPECIAL SOLICITATION PROVISIONS
SECTION V	EXHIBITS
SECTION VI	SCHEDULES

## SECTION I – PROPOSAL INFORMATION

### 1.0 PROPOSAL INFORMATION

Section I provides general information to potential Offerors, such as proposal submission instructions and other similar administrative elements. This RFP is available on Rocky Mountain E-Purchasing System. All addenda or amendments shall be issues through the Rocky Mountain E-Purchasing System and may not be available through any other source.

### 1.1 RFP SCHEDULE OF EVENTS

The upcoming schedule of events is as follows:

<u>Event</u>	<u>Date</u>
Issue Request for Proposal	October 21, 2016
Pre-Proposal Conference	October 27, 2016 2:00PM

We will hold a pre-proposal conference at the City of Colorado Springs City Administration Building, 30 S Nevada Ave., **Conference Room 401 LARGE**, Colorado Springs, CO 80903. This meeting is not mandatory. However all Offerors are encouraged to attend.

Cut Off Date for Questions	November 4, 2016 2:00PM
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Questions about the RFP must be emailed in writing and directed to Michael Zeller, at the following email address: [mzeller@springsgov.com](mailto:mzeller@springsgov.com). A written response to any inquiry may be provided in the form of an Amendment to the solicitation. See 1.7 Amendments. Questions must be received no later than Date.

**The only acceptable method of submitting questions is by email to the Contracting Specialist. Faxes or physical mail delivery are not acceptable.**

Proposal Due Date	November 18, 2016 2:00PM
Interviews (if applicable)	TBD
Award of Contract	EST December 8, 2016
Notice to Proceed	EST December 12, 2016

## 1.2 SUBMISSION OF PROPOSAL

Proposals are to be submitted to:  
Michael Zeller  
Contracts Specialist  
30 S. Nevada Avenue, Suite 201  
Colorado Springs, CO 80903

\*\*\*\*\***NO LATE OFFERS WILL BE ACCEPTED**\*\*\*\*\*

**Date/Time:** Proposals shall be received on or before November 18, 2016  
2:00PM.

### **Identification of Proposal: Sand Creek Channel Restoration Design Services**

Proposals shall be submitted in an envelope(s) or container(s) with the solicitation number, date for submission of offer and the Offeror's name clearly marked on the outside of the envelope(s) or container(s).

**RFP No. and Title:** R16-147MZ Sand Creek Channel Restoration Design Services  
**Due Date:** November 18, 2016  
**Company:**

Any offer that is submitted without being properly marked may be opened for identification prior to the deadline for receipt of proposals and then resealed.

## 1.3 NUMBER OF COPIES

Offerors shall submit **one (1) unbound original and six (6) hardcopies** of the proposal documents. **Offerors shall also submit one softcopy on CD/Flash Drive.** Upon submission, all proposal documents shall become and remain the property of the City of Colorado Springs.

## 1.4 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 Offeror whose offer is accepted and is awarded the contract to provide the products or services specified in the RFP.

The term "Offer" means the proposal.

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

The term "Project" refers to Sand Creek Channel Restoration Design Services

The term "Request for Proposal" or "RFP" means this solicitation of a formal, negotiable proposal/offer. Any offer that is accepted will be the offer that is deemed by the City of Colorado Springs to be most advantageous in terms of the criteria designated in the RFP.

## **1.5 RFP OBJECTIVE**

The objective of this RFP is to provide sufficient information to enable qualified Offerors to submit written proposals to the City of Colorado Springs. The RFP is not a contractual offer or commitment to purchase products or services. The Offeror may present options and variables to the scope while still meeting the minimum requirements of this solicitation. Innovative proposals/solutions are encouraged and considered in the selection and/or award.

All information included in proposals must be legible. Any and all corrections and or erasures must be initialed by Offeror. Each proposal shall be accompanied by a cover letter signed by an authorized representative of the Offeror. The contents of the proposal submitted by the successful Offeror may become part of any contract awarded as a result of this solicitation.

## **1.6 CONFIDENTIAL OR PROPRIETARY INFORMATION**

If an Offeror believes that parts of an offer are confidential, then the Offeror must so specify. The Offeror must include in bold letters the term "CONFIDENTIAL" on that part of the offer which the Offeror believes to be confidential. The Offeror must submit in writing specific detailed reasons, including any relevant legal authority, stating why the Offeror believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. The City of Colorado Springs will be the sole judge as to whether a claim is acceptable. Decisions regarding the confidentiality of information will be made when requests are made to make the information public. All offers and parts of offers, which are not marked as confidential, will automatically be considered public information after the contract is awarded. The successful offer may be considered public information even though parts are marked confidential.

## **1.7 AMENDMENTS**

Amendments to this RFP may be issued at any time prior to the time set for receipt of proposals. Offerors are required to acknowledge receipt of any amendments issued to this RFP by returning a signed copy of each amendment

issued. Signed copies of each amendment must be received on or before the time set for receipt of offers.

The City of Colorado Springs will post all amendments on the Rocky Mountain E-Purchasing System ([www.rockymountainbidsystem.com](http://www.rockymountainbidsystem.com)). It is the Offeror's responsibility to check the website for posted amendments or contact the Contracts Specialist listed to confirm the number of amendments which have been issued.

### **1.8 WITHDRAWAL OR MODIFICATION OF OFFERS**

Any Offeror may modify or withdraw an offer in writing at any time prior to the deadline for submission of an offer.

### **1.9 ACCEPTANCE**

Any offer received and not withdrawn shall be considered an offer, which may be accepted by the City of Colorado Springs based on initial submission without discussions or negotiations.

By submitting an offer in response to this solicitation, the Offeror agrees that any offer it submits may be accepted by the City of Colorado Springs at any time within 90 calendar days from the date of submission deadline.

The City of Colorado Springs reserves the right (a) to reject any or all offers,(b) to waive informalities and minor irregularities in offers received, and/or (c) to accept any portion of an offer if deemed in the best interest of the City of Colorado Springs. Failure of the Offeror to provide in its offer any information requested in the RFP may result in rejection of the offer for non-responsiveness.

### **1.10 PROPOSAL PREPARATION COST**

The cost of proposal preparation is not a reimbursable cost. Proposal preparation shall be at the Offeror's sole expense and is the Offeror's total and sole responsibility.

### **1.11 AWARD**

The City of Colorado Springs intends to make an award using the evaluation criteria listed in this RFP to determine the best value, considering all factors and criteria in the proposals submitted. Best value means the expected outcome of an acquisition that, in the City's estimation, provides the greatest overall benefit in response to the requirements detailed in the RFP. The City of Colorado Springs reserves the right to reject any or all offers and to not make an award.

## **1.12 PERFORMANCE PERIOD**

The performance period for the project detailed in this RFP will be established as

**December 1, 2016 (EST) – May 31, 2018**

## **1.13 DEBRIEFING**

Offerors not selected may request a debriefing on the selection process as well as discussion of the strengths and weaknesses of their proposal upon receipt of notification that their offer was not selected.

A debriefing may be scheduled by contacting the Contracts Specialist listed above. The Contracts Specialist must receive a written request for debriefing no later than ten (10) calendar days after issuance of a notification that the Offeror's offer was not selected.

## **1.14 SUBSTANTIVE PROPOSALS**

By responding to this RFP, the Offeror certifies (a) that Offeror's proposal is genuine and is not made in the interest of, or on behalf of, an undisclosed person, firm, or corporation; (b) that Offeror has not directly or indirectly induced or solicited any other offerors to put in a false or sham proposal; (c) that Offeror has not solicited or induced any other person, firm, or corporation to refrain or abstain from proposing an offer or proposal; (d) that Offeror has not sought by collusion to obtain for themselves any advantage over any other offerors or over the City of Colorado Springs; and (e) that 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.

## **1.15 OFFEROR'S QUALIFICATIONS**

Each Offeror must complete Exhibit 6 – Qualification Statement.

No contract will be awarded to any Offeror who is in arrears to the City, upon any debt or contract, or who is in default, in any capacity, upon any obligation to the City or is deemed to be irresponsible or unreliable by the City based on past performance.

## **1.16 NON-COLORADO ENTITIES**

If Offeror is a foreign entity, Offeror shall comply with C.R.S. section 7-90-801, "Authority to transact business or conduct activities required," and section 7-90-802, "Consequences of transacting business or conducting activities without authority."

Before or at the time that the contract is awarded to an entity organized or operating outside the State of Colorado, such entity shall obtain authorization to do business in the State of Colorado, designate a place of business herein, and appoint an agent for service of process.

Such entity must furnish the City of Colorado Springs with a certificate from the Secretary of the State of Colorado to the effect that a certificate of authority to do business in the State of Colorado has been issued by that office and is still valid. The entity shall also provide the a certified copy of the designation of place of business and appointment of agent for service of process from the Colorado Secretary of State, or a letter from the Colorado Secretary of State that such designation of place of business and agent for service of process has been made.

### **1.17 PROCUREMENT RULES AND REGULATIONS**

All projects 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 website [www.coloradosprings.gov](http://www.coloradosprings.gov). The Contracts Specialist may also provide a softcopy of the Rules and Regulations upon request. Any discrepancies regarding conflicting statements, decisions, irregularities, clauses, or specifications will be rectified utilizing the City's Procurement Rules and Regulations, when applicable. It is the Offeror's responsibility to advise the Contracts Specialist listed in this RFP of any perceived discrepancies prior to the date and time the offer is due.

### **1.18 FAIR TREATMENT OF OFFERORS**

The City Procurement Services Division shall be responsible for ensuring the procurement of products, commodities, and services are in a manner that affords all responsible businesses a fair and equal opportunity to compete. If an Offeror believes that procurement is not conducted in a fair and equitable manner, the Offeror is encouraged to inform the City Procurement Services Manager as soon as possible.

### **1.19 ORDER OF PRECEDENCE**

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

- (a) Sections I-IV of this Solicitation
- (b) Statement of Work
- (c) Other Appendices, Schedules, Exhibits, or Attachments

## 1.20 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 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.

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

## 1.21 INTERPRETATION OF PLANS AND SPECIFICATIONS

Any change to proposal forms, plans, or specifications prior to the opening of proposals will be issued by the City in the form of an Amendment. Certain individuals may be named in the RFP that have authority to provide information, clarification or interpretation to Offerors prior to opening of proposals. Information obtained from persons other than those named individuals is invalid and shall not be used for proposal purposes.

## 1.22 COMBINATION OR CONDITIONAL PROPOSALS

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

### **1.23 ANTI-COLLUSION AFFIDAVIT**

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

## SECTION II – PROPOSAL CONTENT

### 2.0 PROPOSAL CONTENT

Section II provides instructions regarding the format and content required for proposals submitted in response to this solicitation.

### 2.1 PROPOSAL FORMAT

Offeror's written proposal should include concise, but complete, information, emphasizing why the Offeror is best or best qualified to provide the required services. The Offeror's written proposal should include the information in the format outlined below and must be limited to no more than fifteen (15) pages. **A page shall be defined as 8-1/2" x 11"; single sided, with one inch margins, and a minimum font of Times New Roman 10.** The only exception to the 8-1/2" x 11" paper size is the proposed project schedule. It may be submitted on 11" x 17" paper. Each 11" x 17" page for the schedule shall be counted in the overall page limitations above. Each section of the proposal should be labeled to clearly follow the requirements sections identified in this this section of the RFP. The following listed Exhibits must be filled out and returned with the proposal and are not counted against the page limit:

Exhibit 1	Proposal Certification
Exhibit 3	Exceptions
Exhibit 4	Minimum Insurance Requirements
Exhibit 8	Certification Regarding Debarment
Exhibit 9	Restrictions on Lobbying
Exhibit 10	Non-Collusion Affidavit
Exhibit 11	Equal Opportunity Status Report
Schedule A	Price Sheet
Resumes do not count against page limit	

### 2.2 COVER LETTER

The cover letter shall be no more than one page. The cover letter shall contain at least the following information.

- A. RFP Number and Project Name.
- B. Statement that the Offeror is qualified to perform the work.
- C. Certification Statement that the information and data submitted are true and complete to the best knowledge of the individual signing the letter.
- D. Name, telephone number, email address, and physical address of the individual to contact regarding the proposal.
- E. The signature of an authorized principal, partner, or officer of the Offeror.

## **2.3 PROPOSAL CERTIFICATION**

The Offeror must fill out and submit Exhibit 1 with its Proposal.

## **2.4 ORGANIZATIONAL BACKGROUND AND OVERVIEW**

The Offeror must provide a brief history and overview of its company and its organizational structure, with special emphasis on how this project will fit within that structure. Also include principal place of business location(s), office locations, size of firm, and financial stability (annual public reports or private financial statements shall be included in an appendix or under separate cover; private financial information will be kept confidential by the City).

## **2.5 PROPOSAL NARRATIVE/TECHNICAL AND MANAGEMENT APPROACH**

In the proposal narrative/technical and management approach section, the Offeror should explain what the Offeror will do and how it will perform if awarded a contract.

### **2.5.1 TECHNICAL AREA**

The Offeror must explain its overall solution, considering the scope of work or statement of work provided. The content must include, but not necessarily be limited to, the following information.

#### **A. Understanding of and Compliance with Technical Requirements**

In the Technical Area, the Offeror should address each work area in sufficient detail to demonstrate a clear and full understanding of the work necessary to complete the project. The proposal should not merely parrot the requirements of the RFP. Further, the Offeror should provide evidence of sufficient planning to ensure the work is completed on schedule and within budget. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions:

1. Does the proposal demonstrate a firm understanding of the requirements and goals of the Statement of Work, as well as industry standards and reasonable expectations for a company in the industry?
2. Does the proposal fully and completely address each requirement and goal of the Statement of Work?
3. Does the proposal provide solutions to indicate that requirements and goals will be met on schedule?

## B. Project Approach

In the Technical Area, the Offeror should clearly present proposed solutions and indicate that it has performed adequate planning to accomplish project tasks as defined in the Statement of Work. Innovations, efficiencies, and detailed specifics are all encouraged.

The Offeror must at least address the following areas:

1. Schedule Management. Discuss Offeror's approach to schedule management including updating and reporting progress of the work.
2. Quality Control. Discuss Offeror's quality control plan, processes and approach to ensure that the City receives a quality product.
3. Potential issues that Offeror foresees with this project and how Offeror would make adjustments if encountered.

It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions.

1. Does the proposal include a complete plan to accomplish each requirement, including subcontracting (if applicable)?
2. Does the proposal demonstrate that appropriate and qualified personnel and equipment will be provided to carry out the requirement?
3. Is the proper level of effort directed toward each requirement? Does the level of effort look unrealistically low or unreasonably high?

### **2.5.2 MANAGEMENT AREA**

The Offeror must explain its method of managing the work to be performed. The content must include, but no necessarily be limited to, the following information.

#### A. Program Management Controls

In the Management Area, the Offeror should provide:

1. A plan of operation, to include management of personnel, workload, schedule, and budget
2. An organization chart which demonstrates clear and effective lines of authority, responsibility, and communication for management, supervisory, and technical personnel. The plan should address which job classification or personnel will be assigned to each task and how that determination is made. Basic human resource management concepts should be addressed, including hiring, firing, discipline, incentive plans, etc.
3. If the Offeror plans to subcontract more than 10% of the work, include information on how the Offeror plans to manage its subcontractors.

4. A detailed schedule for the project showing the key activities and how they will meet or improve the City's timeframe and maximize efficiency to provide the best value to the City and minimize impacts to the public. The schedule shall be based on the Offeror's understanding and approach to the work as addressed above. Schedules should address controls to ensure the project will remain on schedule and on budget. Schedules submitted for this project shall assume a start date of **December 1, 2016** (EST).

It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions.

1. Does the proposal address the issues above in sufficient detail to demonstrate a sophisticated and mature management control system?
2. Are program management controls consistent with the technical portion of the proposal, especially regarding schedule and level of effort?
3. Do the plan and controls indicate that the Offeror will obtain, keep, and efficiently utilize high-quality personnel?
4. Does the proposal explain how the Offeror will address corrective actions in case of delays (e.g. expediting materials, additional resources, etc.)?
5. Does the proposal explain how the Offeror will remain within schedule and budget?

#### B. Past Performance/Relevant Experience and Key Personnel

In the Management Area, the Offeror should provide at least three references or name contracts demonstrating that it successfully provided services/products that are the same or similar to those required in the RFP. The proposal should adequately explain how the projects were completed on schedule and within budget. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions.

1. Does the proposal include at least three references or past performance citations?
2. Are the references or past performance citations relevant to the requirements of the Statement of Work of the RFP?
3. Does the Offeror explain how they were successful on the projects provided as past performance?
4. Does the Offeror apply the past performance to the City requirement in such a way as to demonstrate added value due to experience?
5. Does the Offeror show a familiarity with local design criteria, ie Colorado Springs DCM or UDFCD?
6. Does the Offeror show a demonstrated experience in channel restoration projects with similar existing site conditions?

## Key Personnel

In the Management Area, resumes must be provided for all personnel considered key, as required by the RFP. Resumes do not count toward the page limit. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions. Explain how the key personnel were related to the projects cited as relevant past performance.

1. Does the Offeror provide complete resumes, including education, experience, background information, accomplishments, and other pertinent information?
2. Does the Offeror provide resumes for all key personnel, as required by the RFP?
3. Do the resumes demonstrate adequate professional, technical, and management levels to accomplish the work effectively and efficiently?

## 2.6 PRICE AREA

In the Price Area, the Offeror should provide a detailed breakdown of the price for each year of performance. The price must be all-inclusive and include all unit costs for material, labor, other direct costs (e.g. travel), indirect costs (i.e. overhead and general and administrative costs), and profit/fee. Offers must include sufficient detail to allow insight into the fairness and reasonableness of the price. If the contract type will be Time and Material (T&M) labor categories, labor rates, separated profit, and estimated material costs must be included in detail.

In addition, although price may not be the most important factor, it is still very important to the City of Colorado Springs. The Offeror's pricing must be competitive as compared to the budget amount, market pricing in the industry, and the pricing of other Offerors. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions.

1. Is the price fair and reasonable compared to industry standard?
2. Is the price itemized, so that it is clear how the cost was built? If so, do the costs look appropriate for the task?

## 2.7 PROPOSAL PRESENTATION

Presentation is an important factor. Offerors should provide a highly professional product, which is complete, accurate, easily understood, and effectively presented.

## **2.8 EXCEPTIONS**

All Offerors must complete Exhibit 3, Exceptions Form and return it with their proposal. Some terms and conditions are not negotiable. Exceptions may be grounds for rendering the proposal unacceptable without further discussions.

## **SECTION III – EVALUATION FACTORS**

### **3.0 EVALUATION AND AWARD**

Section III provides information regarding evaluation criteria and scoring. It also includes information regarding proposal selection and award of the resultant contract.

### **3.1 EVALUATION CRITERIA**

#### **3.1.1 TECHNICAL AREA -- UNDERSTANDING OF AND COMPLIANCE WITH TECHNICAL REQUIREMENTS**

See Section II - Item 2.5.1A

#### **3.1.2 TECHNICAL AREA -- PROJECT APPROACH**

See Section II - Item 2.5.1B

#### **3.1.3 MANAGEMENT AREA -- PROGRAM MANAGEMENT CONTROLS**

See Section II - Item 2.5.2A

#### **3.1.4 MANAGEMENT AREA -- PAST PERFORMANCE/RELEVANT EXPERIENCE/KEY PERSONNEL**

See Section II – Item 2.5.2B

#### **3.1.5 PRICE/COST AREA -- PRICE/COST**

See Section II – Item 2.6

#### **3.1.6 PROPOSAL PRESENTATION AREA – PROPOSAL PRESENTATION**

See Section II – Item 2.7

#### **3.1.7 EXCEPTIONS AND INSURANCE**

See Section II – Items 2.8 and 2.9

### **3.2 RANKING**

A. The order of ranking or importance in the evaluation shall be as follows:

First: Management Area  
Second: Technical Area  
Third: Price/Cost  
Fourth: Proposal Presentation Area

B. Possible scores for each criterion shall be as follows:

5 – Exceptional

- 4 – Very Good
- 3 – Satisfactory
- 2 – Marginal
- 1 – Unacceptable

C. Definitions for scoring are as follows:

1. The following apply to the Technical and Management Areas:

Exceptional – The proposal meets all and exceeds many of the requirements of the RFP to the benefit of the City, and the information provided is of such a nature as to answer all questions without need for further inquiry. There are no corrective actions required, and no compromise of requirements is needed.

Very Good -- The proposal meets all and exceeds some of the requirements of the RFP to the benefit of the City, and the information provided is of such a nature as to answer most questions without need for further inquiry. There are no corrective actions required, and no compromise of requirements is needed.

Satisfactory -- The proposal meets the requirements of the RFP, and the information provided is of such a nature as to answer many questions without need for further inquiry. There are very few corrective actions required, and no substantive compromise of requirements is needed.

Marginal -- The proposal does not meet some of the requirements of the RFP, and the information provided is of such a nature as to require some clarification. There are some corrective actions required, and some non-substantive compromise of requirements is needed.

Unacceptable -- The proposal does not meet many of the requirements of the RFP, and the information provided is of such a nature as to require much clarification. There are many corrective actions required, and substantive compromise of requirements is needed.

2. The following apply to the Price Area:

Exceptional – The proposal meets all and exceeds many of the requirements of the RFP to the benefit of the City, and the information provided is of such a nature as to answer all questions without need for further inquiry. There are no corrective actions required, and no compromise of requirements is needed. The price is lower than the budget amount and/or the average price of the competition.

Very Good -- The proposal meets all and exceeds some of the requirements of the RFP to the benefit of the City, and the information provided is of such a nature as to answer most questions without need for further inquiry. There are no corrective actions required, and no compromise of requirements is needed.

The price is lower than the budget amount and/or the average price of the competition.

Satisfactory -- The proposal meets the requirements of the RFP, and the information provided is of such a nature as to answer many questions without need for further inquiry. There are very few corrective actions required, and no substantive compromise of requirements is needed. The price is very close to the budget amount and/or the average price of the competition.

Marginal -- The proposal does not meet some of the requirements of the RFP, and the information provided is of such a nature as to require some clarification. There are some corrective actions required, and some non-substantive compromise of requirements is needed. The price exceeds the budget amount and/or the average price of the competition.

Unacceptable -- The proposal does not meet many of the requirements of the RFP, and the information provided is of such a nature as to require much clarification. There are many corrective actions required, and substantive compromise of requirements is needed. The price significantly exceeds the budget amount and/or the average price of the competition.

3. The following apply to the Proposal Presentation Area:

Exceptional – The proposal is professionally communicated, complete in all areas, provides sufficient detail, and is presented in a clear and effective manner. The quality far exceeds that of the competition, industry standard, or reasonable expectation.

Good -- The proposal is professionally communicated, complete in all areas, provides sufficient detail, and is presented in a clear and effective manner. The quality exceeds that of the competition, industry standard, or reasonable expectation.

Satisfactory -- The proposal is professionally communicated, complete in all areas, provides sufficient detail, and is presented in a clear and effective manner. The quality is equal to that of the competition, industry standard, or reasonable expectation.

Marginal -- The proposal is not professionally communicated and is incomplete in some areas, provides insufficient detail, and is not presented in a clear and effective manner. The quality is below that of the competition, industry standard, or reasonable expectation.

Unacceptable -- The proposal is not professionally communicated and is incomplete in many areas, provides insufficient detail, and is not presented in a clear and effective manner. The quality is far below that of the competition,

industry standard, or reasonable expectation.

#### D. Final/Overall Scoring

The final proposal score will be determined by adding the area scoring. The sum of the area scores will be the final/overall score.

### **3.3 SELECTION COMMITTEE**

A selection committee will review all proposals. Through this process, the City will determine which proposals are acceptable or unacceptable. The City will notify, in writing, the Offerors whose proposals are deemed to be unacceptable. Those Offerors offering proposals deemed to be acceptable by the City will be evaluated and scored by the selection committee. This scoring will determine which Offerors are considered to be in the competitive range and may be the basis for an award decision without further steps.

If the selection committee elects not to award based upon evaluation scoring, it may engage in a forced elimination process. To inform this process, it may require oral presentations or interviews with the Offerors considered to be in the competitive range. If oral presentations or interviews are conducted, they may also be scored, or they may simply be considered as information supporting the forced elimination process. The selection committee may request revisions to the proposal from each of the Offerors at the conclusion of the interviews. The intent of the forced elimination process is to reach consensus. The decision will be based on all relevant factors, and based upon perception of best value. The final decision may or may not exactly reflect scoring ranking.

The City also reserves the right to request best and final offers from all Offerors at any point in the proposal evaluation process.

### **3.4 AWARD OF CONTRACT**

It is anticipated that there will be negotiations or discussions with Offerors. However, the City reserves the right to award without negotiations or discussions. The City also reserves the right to award a contract not necessarily or merely to the Offeror with the most advantageous price. The City intends to award to the Offeror that demonstrates the best value to the City and the most substantiated ability to fulfill the requirements contained in this Request for Proposal. A contract prepared by the City will be finalized and/or negotiated with the successful Offeror. In the event a contract cannot be negotiated with the top ranked Offeror, the City may enter into negotiations with the second highest ranked Offeror, or the City may decide to call for new proposals. Immediately after the notice of award, the successful Offeror will begin planning in conjunction with the City of Colorado Springs staff (to be designated by the City) to ensure fulfillment of all its obligations. The successful Offeror may be expected to attend regular meetings as required by the City to assist in the preparation for startup.

## **SECTION IV – SPECIAL CONTRACT TERMS AND CONDITIONS**

### **6.0 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.

### **CLAUSES FOR CONTRACTS SUBJECT TO FEDERAL REQUIREMENTS**

#### **1. EQUAL EMPLOYMENT OPPORTUNITY**

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

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part

and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- (8) *Subcontracts*. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.
- (9) *Incorporation by reference*. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.
- (10) *Incorporation by operation of the order*. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.
- (11) *Adaptation of language*. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings. [43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997]

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

- (a) *Requirements for prime contractors and subcontractors*.
  - (1) Each prime contractor and subcontractor shall file annually, on or before the September 30, complete and accurate reports on Standard Form 100 (EEO-1) promulgated jointly by the Office of Federal Contract Compliance Programs, the Equal Employment Opportunity Commission and Plans for

Progress or such form as may hereafter be promulgated in its place if such prime contractor or subcontractor (i) is not exempt from the provisions of these regulations in accordance with § 60-1.5; (ii) has 50 or more employees; (iii) is a prime contractor or first tier subcontractor; and (iv) has a contract, subcontract or purchase order amounting to \$50,000 or more or serves as a depository of Government funds in any amount, or is a financial institution which is an issuing and paying agent for U.S. savings bonds and savings notes: *Provided*, That any subcontractor below the first tier which performs construction work at the site of construction shall be required to file such a report if it meets requirements of paragraphs (a)(1) (i), (ii), and (iv) of this section.

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

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

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

or subcontract. When a determination has been made to award the contract or subcontract to a specific contractor, such contractor shall be required, prior to award, or after the award, or both, to furnish such other information as the applicant or the Deputy Assistant Secretary requests.

(c) *Use of reports.* Reports filed pursuant to this section shall be used only in connection with the administration of the order, the Civil Rights Act of 1964, or in furtherance of the purposes of the order and said Act.[43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997]

**3. CONSTRUCTION WAGE RATE REQUIREMENTS (DAVIS BACON) (From FAR 52.222-6)**

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

(a) Definition.-“Site of the work”-

(1) Means-

(i) *The primary site of the work.* The physical place or places where the construction called for in the contract will remain when work on it is completed; and

(ii) *The secondary site of the work, if any.* Any other site where a significant portion of the building or work is constructed, provided that such site is-

(A) Located in the United States; and

(B) Established specifically for the performance of the contract or project;

(2) Except as provided in paragraph (3) of this definition, includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided-

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

(ii) They are adjacent or virtually adjacent to the “primary site of the work” as defined in paragraph (a)(1)(i), or the “secondary site of the work” as defined in paragraph (a)(1)(ii) of this definition;

(3) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular Federal contract or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the Project site, are not included in the “site of the work.” Such permanent, previously established facilities are not a part of the “site of the work” even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of a contract.

(b)

(1) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the contract was performed at that site and shall be incorporated without any adjustment in contract price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.

(2) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Construction Wage Rate Requirements statute on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (e) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.

(3) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

(4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this clause) and the Construction Wage Rate Requirements (Davis-Bacon Act) poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the primary site of the work and the secondary site of the work, if any, in a prominent and accessible place where it can be easily seen by the workers.

(c)

(1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the:

Wage and Hour Division  
Employment Standards Administration  
U.S. Department of Labor  
Washington, DC 20210

The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to paragraphs (c)(2) and (c)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(d) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an

hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(e) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Construction Wage Rate Requirements statute have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

**4. CONTRACT WORK HOURS AND SAFETY STANDARDS** (from FAR 52.222-4)  
The term "Contracting Officer" herein shall refer to the City of Colorado Springs Contracting Specialist assigned to this contract.

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

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

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

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

(d) Payrolls and basic records.

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

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

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

## 5. **CLEAN AIR ACT**

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

## 6. **DEBARMENT AND SUSPENSION**

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

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a

- public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions(Federal, State, or local) terminated for cause or default.

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

By signing this Contract, the Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Further, the Contractor certifies that it has not engaged in lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. The Contractor must require the same certification from all subcontractors with subcontracts valued in excess of \$100,000 under this Contract.

## **8. SMALL BUSINESS REQUIREMENTS**

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

Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on subcontract solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources for subcontracting;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

## **9. PROCUREMENT OF RECOVERED MATERIALS**

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

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

(a) Definitions.

“Kickback,” as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

“Person,” as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

“Prime contract,” as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

“Prime Contractor” as used in this clause, means a person who has entered into a prime contract with the United States.

“Prime Contractor employee,” as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

“Subcontract,” as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

“Subcontractor,” as used in this clause,

(1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and

(2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

“Subcontractor employee,” as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

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

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

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

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

(c)

(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Attorney General.

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

(4) The Contracting Officer may

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

(ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer

may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

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

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

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

“Energy-efficient product”—

(1) Means a product that—

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

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

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

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

(1) Delivered;

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

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

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

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

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

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

(d) Information about these products is available for—

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

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

## SECTION V – EXHIBITS

### 5.0 EXHIBITS

Exhibit 1	Proposal Certification
Exhibit 2	Sample Contract
Exhibit 3	Exceptions
Exhibit 4	Minimum Insurance Requirements
Exhibit 5	Statement of Work
Exhibit 6	Qualification Statement
Exhibit 7	Evaluation Scoresheet
Exhibit 8	Certification Regarding Debarment
Exhibit 9	Restrictions on Lobbying Certificate
Exhibit 10	Non-Collusion Affidavit
Exhibit 11	Equal Opportunity Status Report
Exhibit 12	Concept Plan
Exhibit 13	CSU – Sand Creek at West Fork Plan Set

**EXHIBIT 1 PROPOSAL CERTIFICATION**

Check or Mark the space after each number to indicate compliance.

1. \_\_\_\_\_ Address of Offeror's Principal Place of Business:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Does Offeror have an established office or facility in Colorado Springs?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, indicate address below if different than Principal Place of Business.

Colorado Springs Facility - Year established \_\_\_\_\_

Address of Colorado Springs Facility:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Percent of Work to be Performed from Principal Place of Business? \_\_\_\_\_

Percent of Work to be Performed from Colorado Springs Facility? \_\_\_\_\_

2. \_\_\_\_\_ Indicate your ability to provide a certificate of insurance evidencing the required coverage types and limits specified in Minimum Insurance Requirements Exhibit. (The certificate of insurance must reflect the City of Colorado Springs as an Additional Insured, as applicable.)

Indicate your ability to comply with the following requirements:

The City shall be added as an Additional Insured to all liability policies:

Yes \_\_\_\_\_ No \_\_\_\_\_

Your property and liability insurance company is licensed to do business in Colorado:

Yes \_\_\_\_\_ No \_\_\_\_\_

Provide the name of your property and liability insurance company here:

Name: \_\_\_\_\_

Your property and liability insurance company has an AM best rating of not less than B+ and/or VII:

Yes \_\_\_\_\_ No \_\_\_\_\_

Worker's Compensation Insurance is carried for all employees and covers work done in Colorado.

Yes \_\_\_\_\_ No \_\_\_\_\_

3. \_\_\_\_\_ Provide one (1) copy of current financial statements (if required). Enclose financial information in a separate envelope; do not bind with the other proposal copies. If review of the information is to be restricted to the City's financial officer, it must be marked accordingly.

4. \_\_\_\_\_ Provide the completed and signed proposal. (Proposals must be identified as specified in this RFP document). All required Exhibits are attached.

By signing below, the Offeror certifies that no person or firm other than the Offeror or as otherwise indicated has any interest whatsoever in this offer or any Contract that may be entered into as a result of this offer and that in all respects the offer is legal and firm, submitted in good faith without collusion or fraud.

Offeror has appointed \_\_\_\_\_ as the Offeror's representative and contact for all questions or clarifications in regard to this Offeror.

Telephone: (\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

The undersigned acknowledges and understands the terms, conditions, Specifications and all Requirements contained and/or referenced and are legally authorized by the Offeror to make the above statements or representations.

\_\_\_\_\_  
(Name of Company)

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
(City, State and Zip)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(Name typed/Printed)

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

\_\_\_\_\_  
(E-Mail Address)

**FEDERAL TAX ID #** \_\_\_\_\_

**This Company Is:** Corporation\_\_\_\_ Individual\_\_\_\_ Partnership\_\_\_\_  
LLC\_\_\_\_\_

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

AMENDMENT #1 \_\_\_\_\_ DATED: \_\_\_\_\_

AMENDMENT #2 \_\_\_\_\_ DATED: \_\_\_\_\_

AMENDMENT #3 \_\_\_\_\_ DATED: \_\_\_\_\_

**Please Note the attached Representations and Certifications must be initialed by Offeror in the spaces provided and returned with this certification.**

## REPRESENTATIONS AND CERTIFICATIONS

Exhibit 1 Continued

### 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 proposal.

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Initials for 1

### 2. ETHICS VIOLATIONS

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

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Initials for 2

### **3. ILLEGAL ALIENS**

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

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

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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.

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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.

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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 proposal 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 proposal, 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 proposal.

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 proposal based on my company's capabilities to provide quality products and/or services on time.

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Initials for 9

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

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

\_\_\_\_\_  
Initials for 10

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

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

\_\_\_\_\_  
Initials for 11

Name of Company:

Federal Tax ID Number:

DUNS Number:

Principle Place of Business:

\_\_\_\_\_  
Signature of Authorized Representative

Printed Name:

Title:

Date:

## **EXHIBIT 2 SAMPLE CONTRACT**

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

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

Exceptions to the Services Sample Contract Template terms and conditions must be submitted in writing with the Offeror's proposal, per Exhibit 3.

### EXHIBIT 3 EXCEPTIONS

Print the words "no exceptions"(here)\_\_\_\_\_ if there are no exceptions taken to any of the terms, conditions, or specifications of these proposal documents or contract.

If there are exceptions taken to any of the terms, conditions, or specifications of the proposal document or contract, they must be clearly stated on a separate sheet of paper attached to this sheet and returned with your proposal.

**Note:** All potential Offerors are hereby advised that exceptions taken may be considered during the evaluation phase which may affect the final scoring of proposals. Offerors stipulating that the City must use their contract or agreement may be determined non-responsive and their Proposal determined unacceptable.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
(City, State and Zip Code)

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

Return this form with your Proposal.

## EXHIBIT 4 MINIMUM INSURANCE REQUIREMENTS

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

1.	<b>X</b>	Workers' Compensation and Employers Liability as required by statute. Employers Liability coverage is to be carried for a minimum limit of \$100,000.
2.	<b>X</b>	Automobile Liability covering any auto (including owned, hired, and non-owned autos) with a minimum of \$1,000,000 each accident combined single limit.
3.	<b>X</b>	Commercial General Liability for limits not less than \$1,000,000 combined single limit for bodily injury and property damage for each occurrence. Coverage shall include blanket contractual, broad form property damage, products and completed operations and contractors protective endorsements.
4.	<b>NA</b>	Liquor Legal Liability Insurance: If the event producer is a business that manufactures, distributes, sells, or serves alcoholic beverages, and intends to serve or sell alcoholic beverages at an event, they must also submit a Certificate of Insurance providing proof of a liquor legal liability insurance policy or properly endorsed general liability policy. <ul style="list-style-type: none"> <li>a. If this event producer hires a vendor to serve or sell alcoholic beverages, rather than providing the alcohol themselves, they must submit a Certificate of Insurance from the vendor providing proof of a liquor legal liability insurance policy or properly endorsed general liability policy.</li> <li>b. In either case, the minimum acceptable limit of liability per claim and aggregate is \$1,000,000. This requirement applies to the business or group which serves or sells the alcohol.</li> </ul>
5.	<b>NA</b>	Technology Errors and Omissions Liability including Network Security and Privacy Liability not less than \$3,000,000 per loss with a \$3,000,000 aggregate. <ul style="list-style-type: none"> <li>a. The policy shall provide a waiver of subrogation.</li> <li>b. The insurance shall provide coverage for liability arising from theft, dissemination and/or use of confidential information stored or transmitted in electronic form.</li> <li>c. Network Security Liability arising from the unauthorized access to, use of or tampering to gain access to your services including denial of service, unless caused by a mechanical or electrical failure</li> <li>d. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon.</li> </ul>
6.	<b>X</b>	Excess Liability for limits not less than \$1,000,000 combined single limit for bodily injury and property damage for each occurrence.
7.	<b>NA</b>	Builders Risk or Installation Floater Insurance: Contractor shall purchase and maintain property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the Owner has an insurable interest in the property.



## **EXHIBIT 5 STATEMENT OF WORK FOR SAND CREEK CHANNEL RESTORATION DESIGN SERVICES**

### **5.0 GENERAL DESCRIPTION**

The City of Colorado Springs (City) is seeking a qualified Consultant firm through this request for proposals (RFP) to design channel improvements in Sand Creek starting downstream of Platte Ave and continuing downstream approximately 2,500 linear feet to just upstream of the West Fork confluence.

### **5.1 PROJECT GOALS**

The City wishes to design and construct channel improvements to this section of Sand Creek that will be long lasting, maintainable, aesthetically pleasing within the project budget. Additional goals are listed below:

- A. Stabilize channel bed to stop the continuing head cutting of the channel
- B. Stabilize vertical banks along creek
- C. Design to a no rise certification and not a CLOMR
- D. Bring the channel bed up
- E. Add a maintenance road along the east creek bank that can later be modified and utilized as a Tier 1 Parks trail
- F. Look into the feasibility of incorporating into the design a way for “Fat Bikes” to navigate up and down the creek bottom
- G. Coordinate with adjacent property owners on final project limits

Sand Creek is a highly erodible channel that requires a designer with expert knowledge and experience working on similar creek improvement projects.

### **5.2 BACKGROUND**

The project reach is a natural channel that has sustained substantial degradation and erosion. A large grouted sloping boulder drop structure was constructed downstream of the Platte Ave Bridge after a 2008 storm compromised the integrity of the bridge piers and communication lines across the creek. Additional repairs were completed to this drop structure extending the toe in 2010 and 2011. The channel continues to experience degradation along this reach and becoming more incised.

In 2011, the City contracted with a design firm to complete a conceptual plan of Sand Creek in this area. The conceptual plan is included in the RFP for reference. The plan was a proposed concept at the time and should not be taken as the selected alternative or only channel improvement possible for the project.

Colorado Springs Utilities (CSU) is in the process of constructing a new grouted sloping boulder drop structure in Sand Creek just upstream of the West Fork confluence. This construction is scheduled to begin in December 2016. A copy of these plans is included in the RFP.

In addition to the CSU drop structure project and the channel project associated with this RFP, the City is also finalizing funding for a separate project to design and construct a new bridge on Platte Ave across Sand Creek. The bridge project will be separate from this channel stabilization project, but will require coordination and sharing of data between the designers for the two projects. It is anticipated that the Sand Creek Channel Restoration project will be well ahead in design of the Platte Ave Bridge project in design and construction.

### **5.3 FUNDING SOURCE**

The project is partially funded by a Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP). This HMGP project was supported by grant MG4145066076, issued by the Division of Homeland Security and Emergency Management. The total project budget for design, construction, project management, and property acquisitions is \$6,342,875.

### **5.4 DELIVERABLES**

- A. Alternatives Analysis
- B. Systematically analyze the project reach and lead to a preferred alternative that will be carried forward into further design phases
- C. Geotechnical Evaluation Report
- D. Floodplain Development Permit
- E. No rise certification or CLOMR & LOMR if required
- F. USACE 404 permit
- G. Property and ROW survey
- H. Field Survey
- I. 60% PS&E submittal and review
- J. 90% PS&E submittal and review
- K. 100% PS&E submittal
- L. Design memo/report
- M. Bidding Services
- N. Operations and Maintenance Manual
- O. As-built plans based on contractor supplied as-built survey and data

### **5.5 TIMELINE**

The grant has a deadline for construction to be completed by March 2018. This requires the design to be completed and ready for bid by the end of summer 2017. Candidates shall prepare their design schedules with a notice to proceed (NTP) starting December 1, 2016.

### **5.6 EXISTING DATA**

The city will provide FIMS data to the selected firm

## 5.7 PRICE DATA

Firms shall at a minimum include prices in their proposal for the tasks listed below with explanations of each task. Firms are encouraged to add additional items as they see fit.

- A. Coordination and Meetings
- B. Topographical Surveying and Base Mapping
- C. Geotechnical investigation
- D. Alternative Analysis
- E. Design and Bid Documents (PS&E)
- F. As-builts

## 5.8 ADDITIONAL SERVICES

The City of Colorado Springs may, at its option, request additional Construction Management and/or Project Management services from the selected consultant. This will be dependent upon future funding and City Staff's determination of needs for the project. Firms are encouraged to include construction and project management experience with their proposals.



## EXHIBIT 6 – 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 Request for Proposal. 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 proposal, indicate the section in the proposal 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 RFP:** \_\_\_\_\_  
\_\_\_\_\_

**4. NUMBER OF YEARS IN BUSINESS:** \_\_\_\_\_

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

**6. WHAT OTHER NAME(S) HAS YOUR COMPANY OPERATED UNDER:** \_\_\_\_\_  
\_\_\_\_\_

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11. BANK REFERENCE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT: \_\_\_\_\_ PHONE: \_\_\_\_\_

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

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

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

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

- 1. Location of Project: \_\_\_\_\_  
Size of Project: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_

\_\_\_\_\_  
Contact Name and Title:  
\_\_\_\_\_  
Contact Address:  
\_\_\_\_\_

\_\_\_\_\_  
Contact telephone and FAX Numbers:  
\_\_\_\_\_

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

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

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

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

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

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

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

**EXHIBIT 7 – EVALUATION SCORESHEET**

**PROPOSAL EVALUATION SCORE SHEET**

**SOLICITATION NUMBER AND TITLE:**

**Proposer’s Name:** \_\_\_\_\_

**Evaluator’s Name:** \_\_\_\_\_

<b>RFP EVALUATION CRITERIA DESCRIPTION</b>	<b>SCORE</b>
<p><b>1. TECHNICAL AREA</b></p> <p>The Offeror must explain its overall solution, considering the scope of work or statement of work provided. The content must include, but not necessarily be limited to, the following information.</p>	
<p><b>A. Understanding of and compliance with technical requirements</b></p>	
<p>In the Technical Area, the Offeror should address each work area in sufficient detail to demonstrate a clear and full understanding of the work. The proposal should not merely parrot the requirements of the RFP. Further, the Offeror should provide evidence of sufficient planning to ensure the work is completed on schedule and within budget.</p> <p>Consider the following questions.</p> <ol style="list-style-type: none"> <li>1. Does the proposal demonstrate a firm understanding of the requirements and goals of the Statement of Work, as well as industry standards and reasonable expectations for a company in the industry?</li> <li>2. Does the proposal fully and completely address each requirement and goal of the Statement of Work?</li> <li>3. Does the proposal provide solutions to indicate that requirements and goals will be met on schedule?</li> </ol> <p><b>COMMENTS:</b></p>	<p>5 – Exceptional 4 – Very Good 3 – Satisfactory 2 – Marginal 1 – Unacceptable</p>
<p><b>B. Project Approach</b></p>	
<p>In the Technical Area, the Offeror should clearly present proposed solutions and indicate that it has performed adequate planning to accomplish tasks as defined in the Statement of Work. Innovations, efficiencies, and detailed specifics are all encouraged.</p>	<p>5 – Exceptional 4 – Very Good 3 – Satisfactory 2 – Marginal 1 – Unacceptable</p>

<p>The Offeror must at least address the following areas:</p> <ol style="list-style-type: none"> <li>1. Schedule Management. Offeror must approach to schedule management including updating and reporting progress of the work.</li> <li>2. Quality Control. Offeror must discuss quality control plan, processes and approach to ensure that the City receives a quality product.</li> <li>3. Offeror must discuss potential issues it foresees with this project and how Offeror would make adjustments if encountered.</li> </ol> <p>Consider the following questions.</p> <ol style="list-style-type: none"> <li>1. Does the proposal include a complete plan to accomplish each requirement, including subcontracting (if applicable)?</li> <li>2. Does the proposal demonstrate that appropriate and qualified personnel and equipment will be provided to carry out the requirement?</li> <li>3. Is the proper level of effort directed toward each requirement? Does the level of effort look unrealistically low or unreasonably high?</li> </ol> <p><b>COMMENTS:</b></p>	
<p>Sum of Ratings in Technical Area (Add numbers in Section 1.A. and 1.B):</p>	<p><b>45 POINTS</b></p>
<p><b>2. MANAGEMENT AREA</b></p>	
<p>The Offeror must explain its method of managing the work to be performed. The content must include, but no necessarily be limited to, the following information.</p>	
<p><b>A. Program Management Controls</b></p>	
<p>In the Management Area, the Offeror should provide a plan of operation, to include management of personnel, workload, schedule, and budget. It should also include an organization chart which demonstrates clear and effective lines of authority, responsibility, and communication for management, supervisory, and technical personnel. The plan should address which job classification or personnel will be assigned to each task and how that determination is made. Basic human resource management concepts should be addressed, including hiring, firing, discipline, incentive plans, etc. If the Offeror plans to subcontract more than 10% of the work,</p>	<p>5 – Exceptional  4 – Very Good  3 – Satisfactory  2 – Marginal  1 – Unacceptable</p>

<p>include information on how the Offeror plans to manage its subcontractors.</p> <p>The Offeror shall provide a detailed schedule for the project showing the key activities and how they will meet or better the County's timeframe and maximize efficiency to provide the best value to the City and minimize impacts to the public. The schedule shall be based on the Offeror's understanding and approach to the work as addressed above. Schedules submitted for this proposal shall assume a start date of October 1, 2016.</p> <p>Consider the following questions.</p> <ol style="list-style-type: none"> <li>1. Does the proposal address the issues above in sufficient detail to demonstrate a sophisticated and mature management control system?</li> <li>2. Are program management controls consistent with the technical portion of the proposal, especially regarding schedule and level of effort?</li> <li>3. Does the plan and controls indicate that the Offeror will obtain, keep, and efficiently utilize high quality personnel?</li> <li>4. Does the offer address corrective actions?</li> <li>5. Does the proposal explain how the Offeror will remain within schedule and budget?</li> </ol> <p><b>COMMENTS:</b></p>	
<b>B. Past Performance/Relevant Experience and Key Personnel</b>	
<p>In the Management Area, the Offeror should provide at least three references or contracts demonstrating that it successfully provided services/products same or similar to those required in the RFP. The proposal should adequately explain how the projects were completed on schedule and within budget.</p> <p>Consider the following questions.</p> <ol style="list-style-type: none"> <li>1. Does the proposal include at least three references or past performance citations?</li> <li>2. Are the references or past performance citations relevant to the requirements of the Statement of Work of the RFP?</li> <li>3. Does the Offeror explain how they were successful on the projects provided as past performance?</li> <li>4. Does the Offeror apply the past performance to the City requirement in such a way as to demonstrate added value due to experience?</li> <li>5. Does the Offeror show a familiarity with local design criteria, ie Colorado Springs UDM and UDFCD?</li> </ol>	<p>5 – Exceptional  4 – Very Good  3 – Satisfactory  2 – Marginal  1 – Unacceptable</p>

<p>6. Does the Offeror show a demonstrated experience in channel restoration projects with similar existing site conditions?</p> <p>In the Management Area, resumes must be provided for all personnel considered key, as required by the RFP. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions. Resumes do not count toward the page limitation. Explain how the key personnel were related to the projects cited as relevant past performance.</p> <p>Consider the following questions.</p> <ol style="list-style-type: none"> <li>1. Does the Offeror provide complete resumes, including education, experience, background information, accomplishments, and other pertinent information?</li> <li>2. Does the Offeror provide resumes for all key personnel, as required by the RFP?</li> <li>3. Do the resumes demonstrate adequate professional, technical, and management levels to accomplish the work effectively and efficiently?</li> </ol> <p><b>COMMENTS:</b></p>	
<p>Sum of Ratings in Management Area (Add numbers in Sections 2.A. and 2. B.) Divide total by 2 for total points</p>	<p><b>70 POINTS</b></p>
<p><b>3. PRICE/COST AREA</b></p>	
<p>In the Price Area, the Offeror should provide a detailed breakdown of the price for each year of performance. The price must be fully loaded/all-inclusive and include unit cost for material, labor, other direct costs (e.g. travel), indirect costs (i.e. overhead and general and administrative costs), and profit/fee. Offers must include sufficient detail to allow insight into the fairness and reasonableness of the price. If the contract type will be T&amp;M, labor categories, labor rates, separated profit, and estimated material costs must be included in detail.</p> <p>In addition, although price may not be the most important factor, it is still very important to the City of Colorado Springs. The Offeror's pricing must be competitive as compared to the budget amount, market pricing in the industry, and the pricing of the other Offerors.</p> <p>Consider the following questions:</p>	<p>5 – Exceptional  4 – Very Good  3 – Satisfactory  2 – Marginal  1 – Unacceptable</p>

<p>1. Is the price fair and reasonable compared to industry standards?</p> <p>2. Can you see how the price was built? If so, do the costs look appropriate for the task?</p> <p><b>COMMENTS:</b></p>	
Total Price/Cost Area:	<b>10 POINTS</b>
<b>4. PROPOSAL PRESENTATION</b>	
<p>Presentation is an important factor. Offerors should provide a highly professional product, which is complete, accurate, easily understood, and effectively presented.</p> <p><b>COMMENTS:</b></p>	<p>5 – Exceptional  4 – Very Good  3 – Satisfactory  2 – Marginal  1 – Unacceptable</p>
Total Proposal Presentation Area	<b>5 POINTS</b>
<b>EXCEPTIONS PROPOSED</b>	
<p>What (if any) exceptions (redlines to our terms and conditions) were proposed? Are they acceptable?</p> <p><b>COMMENTS:</b></p>	<b>Pass/Fail</b>
<b>TOTAL SCORE – Add Evaluation Scores from Sections 1-4 The sum is the total score.</b>	<b>Total Score: 130</b>

Overall Proposal Strengths:

Overall Proposal Weaknesses:

**EXHIBIT 8 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

The undersigned duly authorized official of the proposer certifies to the best of its knowledge and belief, that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
- B. Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements or receiving stolen property.
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (B) of this certification; and
- D. Have not within a three-year period preceding this application/proposal had one or more public transaction (federal, state or local) terminated for cause or default.
- E. Are not on the Comptroller General’s List of Ineligible Proposalders or any similar list maintained by any other governmental entity.

Where the proposer is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**(Check One)**

**I DO CERTIFY (\_\_\_\_) I DO NOT CERTIFY (\_\_\_\_)**

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

## EXHIBIT 9 - RESTRICTIONS ON LOBBYING CERTIFICATION

Pursuant to United States Public Law 101-121, Section 319, the undersigned duly authorized official of the proposer hereby certifies, to the best of her/his knowledge and belief, that:

1. No Federal appropriated funds have paid or will be paid, by or on behalf of the undersigned, to any person for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person or agency for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit a Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned duly authorized official shall require and ensure that the language of this certification be included in any award documents for subcontracts, grants, loans, and cooperative agreements, and that all subcontractors shall so certify and disclose accordingly.

This Certification is a material representation of fact, upon which reliance was placed when this transaction was made or entered into. The submission of this Certification is a prerequisite for making or entering into this transaction, imposed by Title 31 USC Section 1352. Any proposer (person) who fails to file the required certification shall be subject to civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure to file.

Proposer: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT 10 - NON-COLLUSION AFFIDAVIT**

The undersigned duly authorized official of the proposer hereby certifies, to the best of her/his knowledge and belief, that:

1. That I am an officer or employee of the \_\_\_\_\_(proposing entity) having the authority to sign on behalf of the corporation, and,
2. That the prices in the attached proposal were arrived at independently by \_\_\_\_\_(proposing entity) without collusion, consultation, communication, or any agreement, for the purpose of restricting competition as to any matter relating to such prices with any other proposer or with any other competitor regarding an understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or service described in the RFP/IFB designed to limit independent proposals or competition; and
3. That unless otherwise required by law, the contents and prices contained in the proposal have not been communicated by \_\_\_\_\_(proposing entity) or its employees or agents to any person not an employee or agent of \_\_\_\_\_(proposing entity), or its surety on any bond furnished with the proposal, and will not be communicated to any such person prior to the official opening of the proposal; and,
4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Proposer: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT 11 - EQUAL EMPLOYMENT STATUS REPORT

Contractor's Name

\_\_\_\_\_

Street Address

\_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

This firm is:

\_\_\_\_\_ Independently owned and operated

\_\_\_\_\_ An Affiliate Parent Company

\_\_\_\_\_

or

\_\_\_\_\_ A Subsidiary of Address

\_\_\_\_\_

or

\_\_\_\_\_ A Division City and State

\_\_\_\_\_

Zip \_\_\_\_\_

1. Contractor \_\_\_\_ HAS \_\_\_\_ HAS NOT

Developed and has on file an affirmative action program in conformance with 41 CFR 60-2.

2. Contractor \_\_\_\_ HAS \_\_\_\_ HAS NOT

Participated in any previous contract or subcontract subject to the equal opportunity clause either with the City or any Federal agency.

3. Contractor \_\_\_\_ HAS \_\_\_\_ HAS NOT

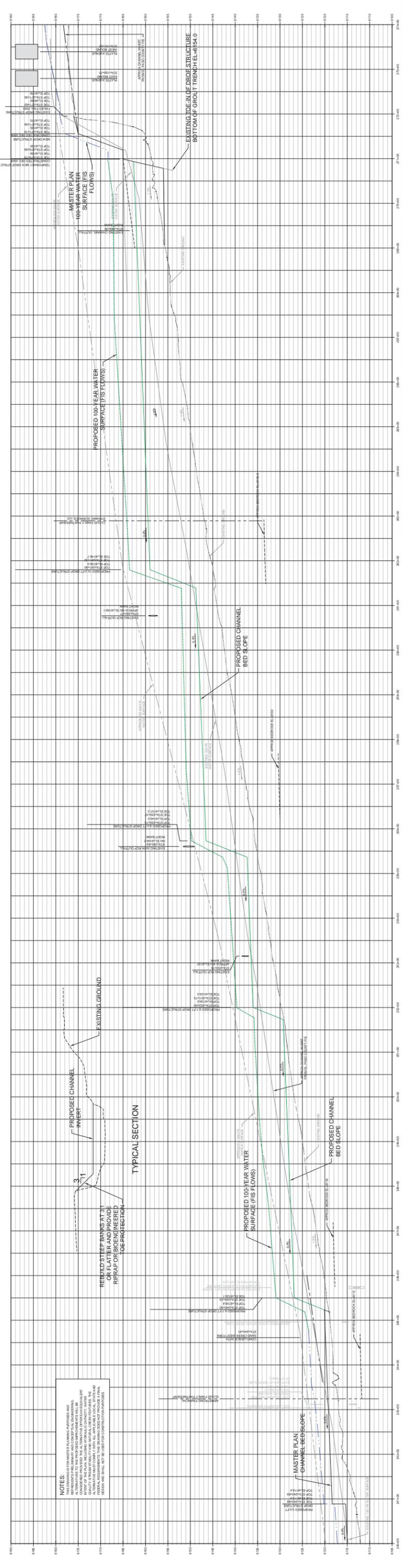
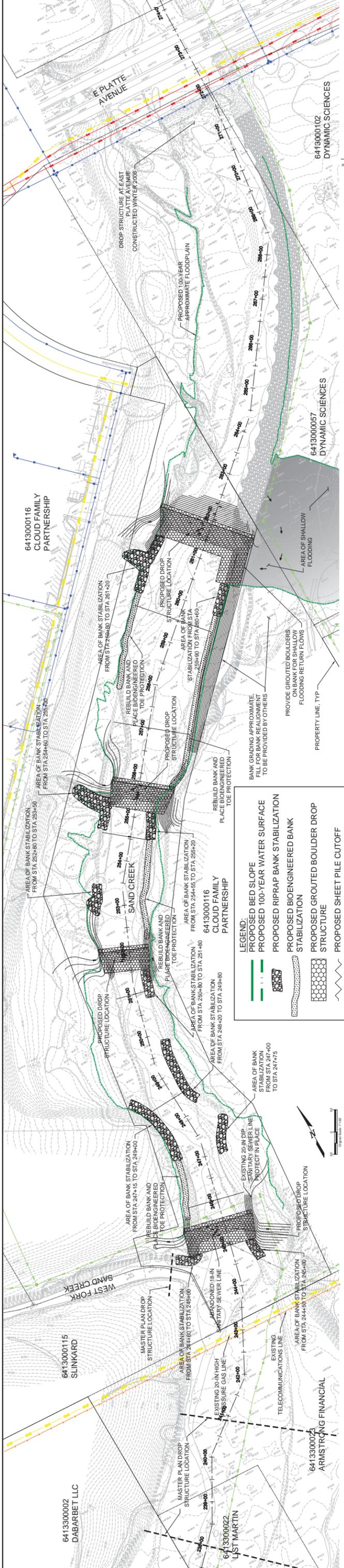
Filed with the City, or where applicable, joint Reporting Committee, or other Federal Agency, all reports due under the applicable contract(s) or subcontract(s).

Contractor's Equal Employment Opportunity Program \_\_\_\_ HAS \_\_\_\_ HAS NOT been subject to a Federal Equal Opportunity Compliance Review. If so, then state date of Review below.

\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_



**NOTES:**  
 1. THIS PLAN AND ALL ATTACHED SCHEDULES AND SPECIFICATIONS REPRESENT PRELIMINARY AND CONCEPTUAL ENGINEERING. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS IN THE FIELD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.



Colorado Springs Utilities  
It's how we're all connected

# WATER SERVICES DIVISION WASTEWATER PLANNING AND DESIGN SANITARY SEWER CREEK CROSSINGS

Approved for Construction

By: \_\_\_\_\_ Date \_\_\_\_\_  
Colorado Springs Utilities

## SAND CREEK STABILIZATION AT WEST FORK CONFLUENCE KARR 2

UTILITIES' REPRESENTATIVE  
COLORADO SPRINGS UTILITIES  
WASTEWATER PROGRAMS  
1521 HANCOCK EXPRESSWAY  
COLORADO SPRINGS, CO 80903  
EMAIL: \_\_\_\_\_

### ENGINEER'S STATEMENT

THIS EROSION AND STORMWATER QUALITY CONTROL/GRADING PLAN WAS PREPARED UNDER MY DIRECTION AND SUPERVISION AND IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. IF SUCH WORK IS PERFORMED IN ACCORDANCE WITH THE GRADING AND EROSION CONTROL PLAN, THE WORK WILL NOT BECOME A HAZARD TO LIFE AND LIMB, ENDANGER PROPERTY, OR ADVERSELY AFFECT THE SAFETY, USE, OR STABILITY OF A PUBLIC DRAINAGE CHANNEL, OR OTHER PROPERTY.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

### OWNER'S STATEMENT

THE OWNER WILL COMPLY WITH THE REQUIREMENTS OF THE EROSION AND STORMWATER QUALITY CONTROL PLAN INCLUDING TEMPORARY BMP INSPECTION REQUIREMENTS AND FINAL STABILIZATION REQUIREMENTS. I ACKNOWLEDGE THE RESPONSIBILITY TO DETERMINE WHETHER THE CONSTRUCTION ACTIVITIES ON THESE PLANS REQUIRE COLORADO DISCHARGE PERMIT SYSTEM (CDPS) PERMITTING FOR STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY.

OWNER SIGNATURE: \_\_\_\_\_

NAME OF OWNER: \_\_\_\_\_ DATE: \_\_\_\_\_

DBA: \_\_\_\_\_ PHONE: \_\_\_\_\_

TITLE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ FAX: \_\_\_\_\_

### CITY OF COLORADO SPRINGS GRADING AND EROSION CONTROL REVIEW

THIS GRADING PLAN IS FILED IN ACCORDANCE WITH SECTION 7.7.1503 (ENACTED AS ORD. 82-56) OF THE CODE OF THE CITY OF COLORADO SPRINGS, 2001, AS AMENDED. EROSION CONTROL IS REVIEWED IN ACCORDANCE WITH THE DRAINAGE CRITERIA MANUAL, VOL.1 (2012) AND VOL. II (2012); LATEST REVISIONS

FOR THE CITY ENGINEER \_\_\_\_\_ DATE: \_\_\_\_\_

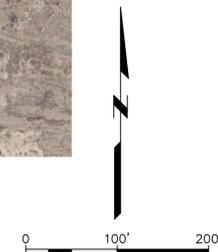


**SITE MAP**  
Scale: 1"=100'



**VICINITY MAP**  
Scale: none

Sheet List Table	
Sheet Number	Sheet Title
01	Cover
02	NOTES p1
03	NOTES p2
04	NOTES p3
05	DEMO
06	OVERVIEW
07	DROP SECTIONS
08	BANK
09	CHANNEL FILL
10	EROSION CONTROL
11	SEC DETAILS
12	REVEG



VERTICAL: 1929 NGVD  
HORIZONTAL: NAD 83 COLORADO STATE PLANE US FOOT



Know what's below.  
Call before you dig.

(AS BUILT INFORMATION)

DATE STARTED: \_\_\_\_\_  
DATE COMPLETED: \_\_\_\_\_  
PROJECT MANAGER: \_\_\_\_\_  
INSPECTOR: \_\_\_\_\_  
CONTRACTOR: \_\_\_\_\_

**SAND CREEK STABILIZATION AT  
WEST FORK CONFLUENCE  
KARR 2**

(PROJECT RELATED INFORMATION)

PARENT WORK ORDER NUMBER: 2973997 DATE: 8/25/2016  
PROJECT NUMBER: VALUE  
FIMS MAP: VALUE  
SHEET NO: 01 OF 12  
NETWORK LOCATION & DRAWING TITLE:  
L:\WMP\SSCC\SAND CREEK\_AT WEST FORK CONFLUENCE (KARR PHASE 2)\DWG\COVER.DWG

## GENERAL NOTES

1. WORK SHALL BE IN ACCORDANCE WITH CURRENT LINE EXTENSION AND SERVICE STANDARDS AND SANITARY SEWER CREEK CROSSING PROGRAM STANDARD SPECIFICATIONS DATED AUGUST 26, 2016.
2. CONTRACTOR IS RESPONSIBLE FOR OBTAINING PERMITS FOR CONSTRUCTION PURPOSES.
3. UTILITY LOCATIONS AND ELEVATIONS SHOWN ON THE PLANS ARE APPROXIMATE AND SHALL BE VERIFIED BY THE CONTRACTOR. IF UTILITY LOCATIONS ARE FOUND TO BE DIFFERENT THAN ANTICIPATED THE UTILITIES' REPRESENTATIVE SHALL BE NOTIFIED.
4. WORK SHALL BE CONTAINED WITHIN UTILITY OR TEMPORARY CONSTRUCTION EASEMENTS.
5. SURVEYED AS-BUILT INFORMATION SHALL BE SUPPLIED BY THE CONTRACTOR TO UTILITIES' REPRESENTATIVE PRIOR TO FINAL PAYMENT.
6. IF A BYPASS PUMPING PLAN OR FLOW MANAGEMENT PLAN IS NEEDED, IT SHALL BE REVIEWED AND APPROVED BY UTILITIES' REPRESENTATIVE, PRIOR TO PLAN APPROVAL. THE CONTRACTOR SHALL HAVE 100% REDUNDANT PUMPING CAPACITY WITH 24 HOUR SUPERVISION DURING ALL PUMPING OPERATIONS.
7. ALL MANHOLES LOCATED WITHIN THE PROJECT LIMITS SHALL BE LOCATED AND RAISED BY THE CONTRACTOR. IF THE MANHOLE IS IN POOR CONDITION OR IF THE DISTANCE BETWEEN THE RING/COVER AND CONE OF THE MANHOLE EXCEEDS THE WASTEWATER STANDARDS, THE CONTRACTOR MAY BE REQUIRED TO REPLACE PART OR ALL OF THE EXISTING MANHOLE.
8. IF FIELD CONDITIONS ARE FOUND TO BE DIFFERENT THAN SHOWN ON THE PLANS THE CONTRACTOR SHALL NOTIFY UTILITIES' REPRESENTATIVE SO THAT APPROPRIATE ACTION CAN BE TAKEN.
9. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO THE WASTEWATER PIPELINES AS A RESULT OF THEIR ACTIONS. THE CONTRACTOR SHALL MAKE ALL THE REQUIRED REPAIRS IMMEDIATELY TO THE SATISFACTION OF UTILITIES' REPRESENTATIVE.
10. EXTREME CARE SHALL BE TAKEN AROUND THE WASTEWATER MAIN AND OTHER UTILITIES IN THE PROJECT AREA. TEMPORARY SHORING MAY BE REQUIRED TO MAINTAIN COVER OVER WASTEWATER MAIN.
11. MATERIAL NOT SUITABLE FOR BANK FILL OR FILL BENEATH THE DROP SHALL BE PLACED UPSTREAM OF THE DROPS WITH A MINIMUM OF 2 FT OF CHANNEL FILL COVER.
12. THE ENTIRE ACTIVE CONSTRUCTION BOUNDARY, WITH THE EXCEPTION OF BOUNDARIES WITHIN ACTIVE STREAMS SHALL BE FENCED WITH CONSTRUCTION FENCE.
13. COLORADO SPRINGS UTILITIES SHALL OWN AND MAINTAIN THE DROP STRUCTURES.
14. THE CONTRACTOR SHALL DOCUMENT THE PREEXISTING CONSTRUCTION SITE WITH VIDEO AND PHOTOGRAPHS OF THE ENTIRE CONSTRUCTION SITE AS REQUIRED IN THE CONTRACT.
15. THESE PLANS AND PROJECT CONTRACT DOCUMENTS SHALL SUPERCEDE ANY REFERENCED SPECIFICATIONS.
16. DISTURBANCE TO EXISTING VEGETATION SHALL BE MINIMIZED TO THE MAXIMUM EXTENT PRACTICABLE.
17. OPERATION OF EQUIPMENT OVER OR CROSSINGS OF EXISTING UTILITIES SHALL BE COORDINATED WITH UTILITIES' REPRESENTATIVE.

SUBMITTAL DOCUMENTS SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING:

- DIVERSION & DEWATERING PLAN
- STAGING AND ACCESS PLAN
- TRAFFIC CONTROL PLAN
- STORMWATER MANAGEMENT PLAN
- SEED MIX SPECIFICATIONS
- EROSION CONTROL BLANKET SPECIFICATIONS
- CONCRETE GROUT
- BOULDERS AND RIP RAP INCLUDING MATERIAL TEST RESULTS
- BANK FILL
- CHANNEL FILL
- BEDDING

## EROSION CONTROL NOTES

1. ANY LAND DISTURBANCE BY ANY OWNER, DEVELOPER, BUILDER, CONTRACTOR, OR OTHER PERSON SHALL COMPLY WITH THE BASIC GRADING, EROSION CONTROL AND STORMWATER QUALITY CONTROL REQUIREMENTS AND GENERAL PROHIBITIONS NOTED IN THE DRAINAGE CRITERIA MANUAL VOLUME II (INCLUDING ADDENDUMS).
2. NO CLEARING, GRADING, EXCAVATION, FILLING OR OTHER LAND DISTURBING ACTIVITIES SHALL BE PERMITTED UNTIL SIGNOFF AND ACCEPTANCE OF THE GRADING PLAN AND EROSION AND STORMWATER QUALITY CONTROL PLAN IS RECEIVED FROM THE CITY ENGINEERING.
3. THE INSTALLATION OF THE FIRST LEVEL OF TEMPORARY EROSION CONTROL FACILITIES AND BMP'S SHALL BE INSTALLED AND INSPECTED PRIOR TO ANY EARTH DISTURBANCE OPERATIONS TAKING PLACE. CALL CITY STORMWATER INSPECTIONS 48 HOURS PRIOR TO CONSTRUCTION.
4. SEDIMENT (MUD AND DIRT) TRANSPORTED ONTO A PUBLIC ROAD, REGARDLESS OF THE SIZE OF THE SITE, SHALL BE CLEANED IMMEDIATELY.
5. CONCRETE WASH WATER SHALL NOT BE DISCHARGED TO OR ALLOWED TO RUNOFF TO STATE WATERS, INCLUDING ANY SURFACE OR SUBSURFACE STORM DRAINAGE SYSTEM OR FACILITIES.
6. SOIL EROSION CONTROL MEASURES FOR ALL SLOPES, CHANNELS, DITCHES, OR ANY DISTURBED LAND AREA SHALL BE COMPLETED WITHIN TWENTY-ONE (21) CALENDAR DAYS AFTER THE FINAL GRADING OR FINAL EARTH DISTURBANCE HAS BEEN COMPLETED. DISTURBED AREAS AND STOCKPILES WHICH ARE NOT AT FINAL GRADE BUT WILL REMAIN DORMANT FOR LONGER THAN 30 DAYS SHALL BE MULCHED WITHIN 21 DAYS AFTER INTERIM GRADING. AN AREA THAT IS GOING TO REMAIN IN AN INTERIM STATE FOR MORE THAN 60 DAYS SHALL BE MAINTAINED UNTIL PERMANENT SOIL EROSION CONTROL MEASURES ARE IMPLEMENTED.
7. THE GRADING AND EROSION CONTROL PLAN WILL BE SUBJECT TO REVIEW AND RE-ACCEPTANCE BY THE CITY OF COLORADO SPRINGS ENGINEERING SHOULD ANY OF THE FOLLOWING OCCUR: GRADING DOES NOT COMMENCE WITHIN 12 MONTHS OF THE CITY ENGINEERS ACCEPTANCE OF THE PLAN, A CHANGE IN PROPERTY OWNERSHIP, PROPOSED DEVELOPMENT CHANGES, OR PROPOSED GRADING REVISIONS.
8. THE PLAN SHALL NOT SUBSTANTIALLY CHANGE THE DEPTH OF COVER, OR ACCESS TO UTILITY FACILITIES. ADDITIONALLY, THE PLAN SHALL NOT INCREASE OR DIVERT WATER TOWARD UTILITY FACILITIES. ANY CHANGES TO UTILITY FACILITIES TO ACCOMMODATE THE PLAN MUST BE DISCUSSED AND AGREED TO BY THE AFFECTED UTILITY PRIOR TO IMPLEMENTING THE PLAN. THE RESULTING COST TO RELOCATE OR PROTECT UTILITIES, OR PROVIDE INTERIM ACCESS IS AT THE EXPENSE OF THE PLAN APPLICANT.
9. THE CONTRACTOR SHALL OBTAIN STATE AND CITY CONSTRUCTION ACTIVITY PERMITS AS REQUIRED AND SHALL COMPLY WITH ALL TERMS AND CONDITIONS OF THOSE PERMITS FOR STORMWATER DISCHARGE. THE STORMWATER MANAGEMENT PLAN, AND THE EROSION CONTROL PLAN.
10. DEWATERING AND TEMPORARY EROSION CONTROL FOR CONSTRUCTION WITHIN THE STREAM BED SHALL BE IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS AND ALL STATE, CITY AND FEDERAL REGULATIONS.
11. GRAVEL FILTRATION PACKS SHALL BE USED AT ALL PUMPS.
12. EROSION AND SEDIMENT CONTROL STRUCTURES ARE TO BE INSPECTED AND MAINTAINED AFTER EVERY RUNOFF EVENT AND SHALL BE CONTINUOUSLY MAINTAINED.
13. THE CONTRACTOR SHALL REMOVE ALL DEBRIS AND TRASH FROM PROJECT AREA.
14. THE QUANTITY OF MATERIALS STORED ON SITE SHALL BE LIMITED, AS MUCH AS PRACTICAL TO THAT QUANTITY REQUIRED TO PERFORM THE WORK IN AN ORDERLY SEQUENCE. ALL MATERIALS STORED ON-SITE SHALL BE STORED IN A NEAT, ORDERLY MANNER, IN THEIR ORIGINAL CONTAINERS, WITH ORIGINAL MANUFACTURER'S LABELS. MATERIALS SHALL NOT BE STORED WITHIN THE CHANNEL LIMITS.
15. SPILL PREVENTION AND CONTAINMENT MEASURES SHALL BE USED AT STORAGE AND EQUIPMENT FUELING AND SERVICES AREAS TO PREVENT THE POLLUTION OF ANY STATE WATERS. ALL SPILLS SHALL BE CLEANED UP IMMEDIATELY AFTER DISCOVERY OR CONTAINED UNTIL APPROPRIATE CLEANUP METHODS CAN BE EMPLOYED. MANUFACTURER'S RECOMMENDED METHODS FOR SPILL CLEANUP SHALL BE FOLLOWED ALONG WITH PROPER DISPOSAL METHODS.
16. CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING AND MAINTAINING APPROPRIATE BMP'S TO LIMIT THE TRANSPORT OF SEDIMENT FROM THE PROJECT AREA.
17. ROAD SURFACES ADJACENT TO THE PROJECT AREA SHALL BE FREE OF SEDIMENT AND DEBRIS. SEDIMENT AND DEBRIS SHALL BE SHOVELED OR SWEEPED FROM THE ROAD SURFACE, WASHING/SPRAYING WITH WATER IS NOT AN APPROPRIATE REMOVAL METHOD.

## EROSION CONTROL NOTES

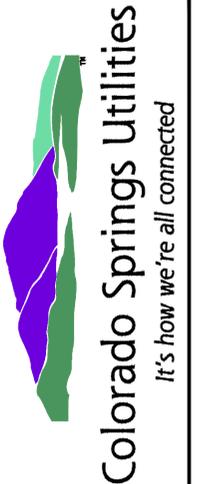
18. TEMPORARY BMP'S SHALL BE REMOVED FROM THE PROJECT AREA ONCE FINAL STABILIZATION OF DISTURBED AREAS IS ACHIEVED AND BMP'S ARE NO LONGER NEEDED TO LIMIT SEDIMENT TRANSPORT.
19. SITE SHALL BE RESTORED TO AN EQUAL OR BETTER CONDITION IN ACCORDANCE WITH CURRENT LINE EXTENSION SERVICE AND THE CITY OF COLORADO SPRINGS SPECIFICATIONS.

## SHEET PILE NOTES

1. SHEET PILING SHALL BE PZ22 (SECTION MODULUS OF 18.1 in<sup>3</sup>/ft MIN,) OR APPROVED EQUAL.
2. STEEL SHEET PILING SHALL MEET THE REQUIREMENTS OF ASTM A328, GRADE 50. STEEL CORNERS, TEES, WYES, AND CROSSES SHALL MEET THE REQUIREMENTS OF ASTM A328 OR A 690.
3. WELDING OF SHEET PILES IS NOT PERMITTED.
4. SHEET PILING NOT CAPPED OR COVERED WITH GROUT SHALL BE GROUND SMOOTH TO ELIMINATE SHARP EDGES.
5. STEEL SHEET PILING SHALL BE ASSEMBLED BEFORE DRIVING AND THEN DRIVEN AS A CONTINUOUS WALL, PROGRESSIVELY IN STAGES TO KEEP THE PILES ALIGNED CORRECTLY AND MINIMIZE THE DANGER OF BREAKING THE INTERLOCK BETWEEN THE SHEETS. THE PILING SHALL BE DRIVEN WITHIN THE FOLLOWING TOLERANCES:
  - 5.1. ALIGNMENT – SHEET PILE SHALL BE DRIVEN TO FORM A RELATIVELY STRAIGHT LINE BETWEEN THE TERMINI POINTS SHOWN ON THE DRAWINGS. HORIZONTAL DEVIATION OF ANY POINT FROM A STRAIGHT LINE CONNECTING THE TWO ENDS OF THE WALL SECTION SHALL BE A MAXIMUM OF 6 INCHES.
  - 5.2. PLUMBNESS – EACH INDIVIDUAL SHEET PILE SECTION SHALL BE DRIVEN VERTICAL, WITHIN A HORIZONTAL TOLERANCE OF 2 PERCENT OF ANY VERTICAL LENGTH MEASURED ALONG THE PILE.
  - 5.3. ELEVATION – TOPS OF SHEET PILE SECTIONS SHALL BE WITHIN A TOLERANCE OF 1" INCH FROM PLAN ELEVATIONS. CONTRACTOR SHALL NOT BE PAID FOR EXCESS SHEET PILE TRIMMED OFF THE END OF THE PILE TO MEET FINAL GRADE.
  - 5.4. VIRTUAL REFUSAL—WHEN SHEET PILE VERTICAL MOVEMENT IS LESS THAN 1 INCH PER MINUTE UNDER NORMAL DRIVING CONDITIONS.

## EROSION CONTROL FABRIC

1. EROSION CONTROL FABRIC SHALL BE KOIR WRAP 1000 OR APPROVED EQUAL UNLESS OTHERWISE INDICATED ON THE PLANS.
2. FABRIC SHALL BE TUCKED AS DETAILED, OTHERWISE INSTALL PER MANUFACTURER'S RECOMMENDATIONS.
3. SOIL BENEATH MATTING SHALL BE FREE OF ROCKS, CLODS, ETC. LARGER THAN 2" IN DIAMETER.
4. SOIL SHALL BE LIGHTLY COMPACTED AND SMOOTH TO ENSURE MAXIMUM GROUND TO MAT CONTACT WITH MINIMAL POCKETS.
5. STAKES SHALL BE NORTH AMERICAN GREEN 12" ECO STAKE OR APPROVED EQUAL.
6. STAKES SHALL BE INSTALLED WITH PROTRUDING HEADS UPSTREAM.



SAND CREEK STABILIZATION AT  
WEST FORK CONFLUENCE  
KARR 2

NOTES  
P1

DATE: 8/25/2016

SHEET NO: 02 OF 12

## GROUT NOTES

### SPECIFICATIONS

1. ALL GROUT SHALL BE CDOT TYPE B WITH A MINIMUM 28-DAY COMPRESSIVE STRENGTH EQUAL TO 4000 PSI.
2. ONE CUBIC YARD OF GROUT SHALL HAVE A MINIMUM OF SIX (6) SACKS OF TYPE II PORTLAND CEMENT.
3. THE WATER CEMENT RATIO SHALL NOT EXCEED 0.45.
4. THE AGGREGATE SHALL BE COMPRISED OF 3/4 INCH MAXIMUM GRAVEL, STRUCTURAL CONCRETE AGGREGATE.
5. THE GROUT SLUMP SHALL BE 4-INCHES TO 6-INCHES
6. AIR ENTRAINMENT SHALL BE 5% TO 8%.
7. TO CONTROL SHRINKAGE AND CRACKING, 1.5 POUNDS OF FIBERMESH, OR EQUIVALENT, SHALL BE USED PER CUBIC YARD OR GROUT.
8. A STIFFER MIX OR OTHER MEASURES CAN BE USED AS APPROVED BY THE UTILITIES REPRESENTATIVE FOR STEEPER SLOPES OR VERTICAL JOINTS.

### PLACEMENT:

1. BOULDERS SHALL BE FREE OF DEBRIS AND DIRT PRIOR TO GROUT PLACEMENT.
2. ALL GROUT SHALL BE DELIVERED BY MEANS OF A LOW PRESSURE (LESS THAN 10 PSI) CONCRETE PUMP USING A 3-INCH NOZZLE.
3. GROUT SHALL BE DELIVERED IN A CONTROLLED MANNER. AN "S" ATTACHMENT MAY BE REQUIRED TO LIMIT EXIT VELOCITIES.
4. FULL DEPTH PENETRATION OF THE GROUT INTO THE BOULDER VOIDS SHALL BE ACHIEVED BY INJECTING GROUT STARTING WITH THE NOZZLE NEAR THE BOTTOM AND RAISING IT AS GROUT FILLS, WHILE VIBRATING GROUT INTO PLACE USING A PENCIL VIBRATOR.
5. AFTER GROUT PLACEMENT, EXPOSED BOULDER FACES SHALL BE CLEANED AND PRESSURE WASHED.
6. ALL GROUT BETWEEN BOULDERS SHALL BE TREATED WITH BROOM FINISH.
7. SPECIAL PROCEDURES SHALL BE REQUIRED FOR GROUT PLACEMENT WHEN THE AIR TEMPERATURES ARE LESS THAN 40°F OR GREATER THAN 90°F. CONTRACTOR SHALL OBTAIN PRIOR APPROVAL FROM THE DESIGN ENGINEER OF THE PROCEDURES TO BE USED FOR PROTECTING THE GROUT.

## GEOTECHNICAL NOTES

1. ALL SITE PREPARATION AND EARTHWORK OPERATIONS SHOULD BE PERFORMED IN ACCORDANCE WITH APPLICABLE CODES, SAFETY REGULATIONS AND OTHER STATE, LOCAL OR FEDERAL GUIDELINES.
2. PRIOR TO FILL PLACEMENT, ALL VEGETATION AND UNSUITABLE MATERIAL SHALL BE REMOVED.
3. ALL EXCAVATIONS MUST COMPLY WITH THE APPLICABLE LOCAL, STATE AND FEDERAL SAFETY REGULATIONS, AND PARTICULARLY WITH THE EXCAVATION STANDARDS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA). CONSTRUCTION SITE SAFETY, INCLUDING EXCAVATION SAFETY, IS SOLELY THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR IS RESPONSIBLE FOR THE MEANS, METHODS AND SEQUENCING OF CONSTRUCTION OPERATIONS.
4. A SAMPLE OF PROPOSED IMPORTED FILL, IF REQUIRED, SHOULD BE SUBMITTED TO THE ENGINEER FOR REVIEW AND TESTING AT LEAST 3 DAYS PRIOR TO STOCKPILING ON SITE. FILL SHALL BE CERTIFIED CLEAN AND WEED FREE.
5. FILL SHOULD BE PLACED IN LEVEL LIFTS AND COMPACTED TO THE SPECIFIED PERCENT COMPACTION TO PRODUCE A FIRM AND UNYIELDING SURFACE. IF FIELD DENSITY TESTS INDICATE THE REQUIRED PERCENT COMPACTION HAS NOT BEEN OBTAINED OR THE SURFACE IS PUMPING/DEFLECTING UNDER CONSTRUCTION TRAFFIC, THE FILL MATERIAL SHOULD BE RECONDITIONED AS NECESSARY AND RE-COMPACTED TO THE REQUIRED PERCENT COMPACTION BEFORE PLACING ANY ADDITIONAL MATERIAL.
6. NO FILL SHALL BE PLACED ON FROSTED OR FROZEN GROUND NOR SHALL FROZEN MATERIAL BE PLACED AS FILL.
7. ATTENTION TO DRAINAGE CONDITIONS DURING CONSTRUCTION IS CRITICAL TO LONG-TERM STRUCTURE AND SLOPE PERFORMANCE. DURING CONSTRUCTION, GRADE THE SITE SO THAT THE SURFACE CAN DRAIN READILY AWAY FROM THE IMPROVEMENT AREAS. PONDING OF WATER IN OR NEAR EXCAVATIONS SHOULD BE AVOIDED. PROMPTLY PUMP OUT OR OTHERWISE REMOVE WATER THAT ACCUMULATES IN EXCAVATIONS OR ON SUBGRADES, AND ALLOW THESE AREAS TO DRY-OUT BEFORE RESUMING CONSTRUCTION. USE BERM, DITCHES, AND SIMILAR MEANS TO PREVENT STORMWATER FROM ENTERING WORK AREAS AND TO CONVEY IT AWAY FROM THE WORKING AREA EFFICIENTLY.
8. WHEN UNSUITABLE SOIL SUBGRADE IS ENCOUNTERED BENEATH PROPOSED IMPROVEMENTS, THE COLORADO SPRINGS UTILITIES PROJECT MANAGER MAY REQUIRE THE CONTRACTOR TO OVER EXCAVATE UNSUITABLE MATERIAL AND BACKFILL TO THE FINISHED GRADE WITH APPROVED MATERIAL. SUBGRADE PREPARATION MAY REQUIRE IMPORTING OF FILL, RIP RAP, CRUSHED ROCK, GROUT, ETC IN ORDER TO REACH REQUIRED COMPACTION.
9. CONTRACTOR IS RESPONSIBLE FOR TESTING COORDINATION.

### FILL DEFINITIONS

FILL TYPE	DESCRIPTION
ENGINEERED COMPACTED FILL	SUBGRADE FOR STRUCTURAL IMPROVEMENTS, RIPRAP AND FOR BANK CONSTRUCTION. IMPORTED FILL SHALL MATCH THE REQUIREMENTS LISTED
CHANNEL ONLY NO FEATURES ABOVE GRADE	FILL TO RESTORE/CREATE HISTORIC CHANNEL GRADE. FOR CHANNEL PLACEMENT ONLY. SHALL MATCH EXISTING, NATURALLY OCCURRING SANDY GRAVELLY BED MATERIAL

## GEOTECHNICAL NOTES

### ENGINEERED FILL (FILL BENEATH GROUTED BOULDERS AND IN BANKS)

GRADATION	PERCENT FINER BY WEIGHT (ASTM C136)	LIQUID LIMIT = 40 max PLASTICITY INDEX = 10 max
3"	100	
NO. 10 SIEVE	50-100	
NO. 40 SIEVE	-	
NO. 200 SIEVE	35 max	

### COMPACTION SPECIFICATIONS (ENGINEERED FILL)

ITEM	DESCRIPTION
LIFT THICKNESS	8" MAX LOOSE THICKNESS
MINIMUM COMPACTION REQUIREMENTS	95% MAX DRY DENSITY (ASTM D698 STANDARD)
MOISTURE CONTENT	±2% OPTIMUM

### CHANNEL FILL TO RESTORE STREAM GRADE (CHANNEL ONLY NO FEATURES ABOVE GRADE)

FILL TYPE	DESCRIPTION
ON-SITE SOILS	ON-SITE SOILS AND/OR IMPORTED SOILS SHALL MATCH THE CHARACTERISTICS OF THE NATURALLY OCCURRING STREAM BED. THEY SHALL BE SANDY/GRAVELLY WITH MINIMAL FINES. THE TOP 2' SHALL BE FREE OF DELETERIOUS MATERIAL.
IMPORTED SOILS	

### COMPACTION SPECIFICATIONS (CHANNEL ONLY NO FEATURES ABOVE GRADE)

ITEM	DESCRIPTION
LIFT THICKNESS	18" MAX LOOSE THICKNESS
MINIMUM COMPACTION REQUIREMENTS	ROLLED/TAMPED DURING PLACEMENT ACTIVITIES
MOISTURE CONTENT	NOT SPECIFIED



**Colorado Springs Utilities**  
It's how we're all connected

**SAND CREEK STABILIZATION AT  
WEST FORK CONFLUENCE  
KARR 2**

NOTES  
P2

DATE: 8/24/2016

SHEET NO: 03 OF 12

# BOULDERS

ROCK FOR BOULDERS SHALL MEET THE FOLLOWING SPECIFICATIONS:

- DENSITY GREATER THAN 165 POUNDS PER CUBIC FOOT
  - SPECIFIC GRAVITY GREATER THAN 2.6-BULK SATURATED SURFACE DRY (AASHTO T85)
  - FREEZE THAW LOSS LESS THAN 10% (AASHTO T103 PROCEDURE A)
  - LA ABRASION LOSS OF LESS THAN 35% (AASHTO T-96)
  - CERTIFIED NO RHYOLITE ROCK
  - CERTIFIED NO CALCITE INTRUSIONS
1. BOULDERS SHALL BE ROUGHLY BOX SHAPED. 48" INSTALLED BOULDERS SHALL BE BE A MINIMUM 4'-0" HIGH AND A MINIMUM 4'-0" IN WIDTH. 36" INSTALLED BOULDERS SHALL BE BE A MINIMUM 3'-0" HIGH AND A MINIMUM 3'-0" IN WIDTH. NEITHER BREADTH NOR THICKNESS OF A SINGLE BOULDER SHALL BE LESS THAN 2/3 OF ITS LENGTH.
  2. CONTROL OF GRADATION WILL BE BY VISUAL INSPECTION. HOWEVER, IN THE EVENT UTILITIES' REPRESENTATIVE DETERMINES THE BOULDERS TO BE UNACCEPTABLE, UTILITIES' REP SHALL PICK TWO RANDOM TRUCKLOADS TO BE DUMPED AND CHECKED FOR GRADATION. MECHANICAL EQUIPMENT AND LABOR NEEDED TO ASSIST IN CHECKING GRADATION SHALL BE PROVIDED BY CONTRACTOR AT NO ADDITIONAL COST TO UTILITIES IF THE BOULDERS DO NOT MEET THE SPECIFIED GRADATION. IF THE BOULDERS DO MEET THE GRADATION SPECIFIED GRADATION, UTILITIES SHALL PAY FOR THE EQUIPMENT AND LABOR REQUIRED FOR CHECKING.
  3. THE BOULDERS SHALL BE CAREFULLY PICKED AND ARRANGED SO THAT ADJACENT ROCK SURFACES MATCH WITHIN TWO (2) INCHES IN TOP ELEVATION AND TWO (2) INCHES ALONG VERTICAL EXPOSED FACES. BOULDERS SHALL BE PLACED SUCH THAT ADJACENT BOULDERS "TOUCH" EACH OTHER AND VOIDS DO NOT EXCEED SIX (6) INCHES OR A MAXIMUM VOID SPACE OF 25% OF TOTAL VOLUME WHICHEVER IS LESS. IT IS THE INTENT OF CONSTRUCTION TO MINIMIZE VOIDS AND GROUT PLACED BETWEEN BOULDERS.

# RIPRAP

ROCK FOR RIPRAP SHALL MEET THE FOLLOWING SPECIFICATIONS:

- DENSITY GREATER THAN 165 POUNDS PER CUBIC FOOT
  - SPECIFIC GRAVITY GREATER THAN 2.5-BULK SATURATED SURFACE DRY AASHTO T85
  - FREEZE THAW LOSS LESS THAN 10%
  - LA ABRASION LOSS OF LESS THAN 35%
  - NO RHYOLITE ROCK
  - NO CALCITE INTRUSIONS
1. THE SIZE, GRADATION AND THICKNESS OF THE RIP RAP SHALL BE AS SHOWN IN THE APPROVED CONTRACT AND SHALL CONFORM TO THE FOLLOWING REQUIREMENTS.
- PLACEMENT:
1. MECHANICALLY PLACED WITH TIGHT INTERLOCKING TO MINIMIZE VOIDS.

CLASSIFICATION AND GRADATION RIPRAP			
CLASSIFICATION	INTERMEDIATE ROCK DIMENSION (INCHES)	% SMALLER THAN GIVEN SIZE	D <sub>50</sub> (INCHES)
TYPE VL	12	70-100	6
	9	50-70	
	6	35-50	
	2	2-10	
TYPE L	15	70-100	9
	12	50-70	
	9	35-50	
	3	2-10	
TYPE M	21	70-100	12
	18	50-70	
	12	35-50	
	4	2-10	
TYPE H	30	70-100	18
	24	50-70	
	18	35-50	
	6	2-10	
TYPE VH	42	70-100	24
	33	50-70	
	24	35-50	
	9	2-10	

GRADATION FOR GRANULAR BEDDING		
US STANDARD SIEVE SIZE	PERCENT PASSING BY WEIGHT	
	TYPE I	TYPE II
3 INCH	-	90-100
1 1/2 INCHES	-	-
3/4 INCHES	-	20-90
3/8 INCHES	100	-
NO. 4	95-100	0-20
NO. 16	45-80	-
NO.50	10-30	-
NO.100	2-10	-
NO.200	0-2	0-3

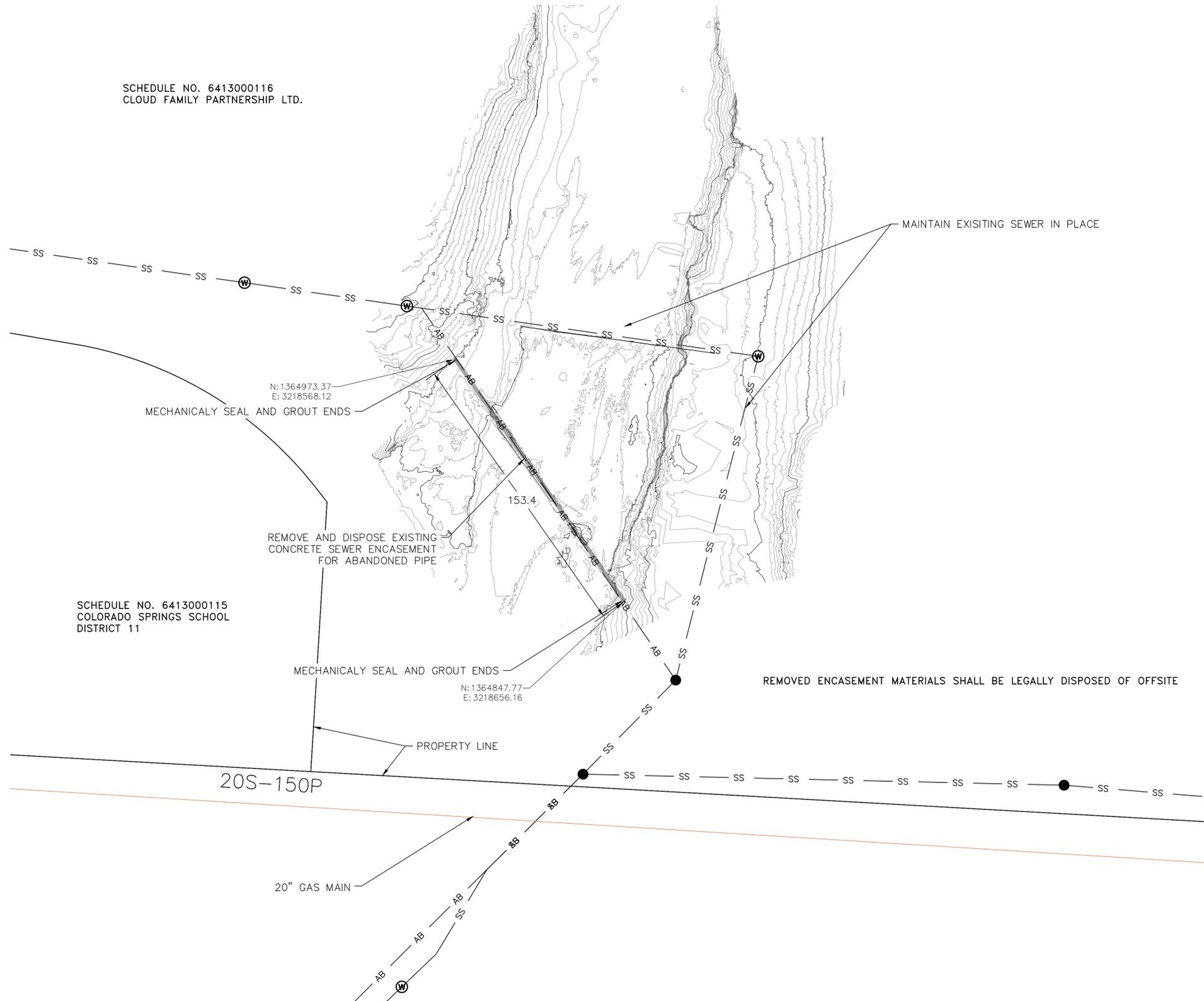


SAND CREEK STABILIZATION AT WEST FORK CONFLUENCE KARR 2

NOTES  
P3

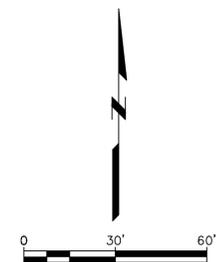
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CLOUD FAMILY PARTNERSHIP LTD.

SCHEDULE NO. 6413000115  
COLORADO SPRINGS SCHOOL  
DISTRICT 11



MAINTAIN EXISTING SEWER IN PLACE

REMOVED ENCASEMENT MATERIALS SHALL BE LEGALLY DISPOSED OF OFFSITE



SAND CREEK STABILIZATION AT  
WEST FORK CONFLUENCE  
KARR 2

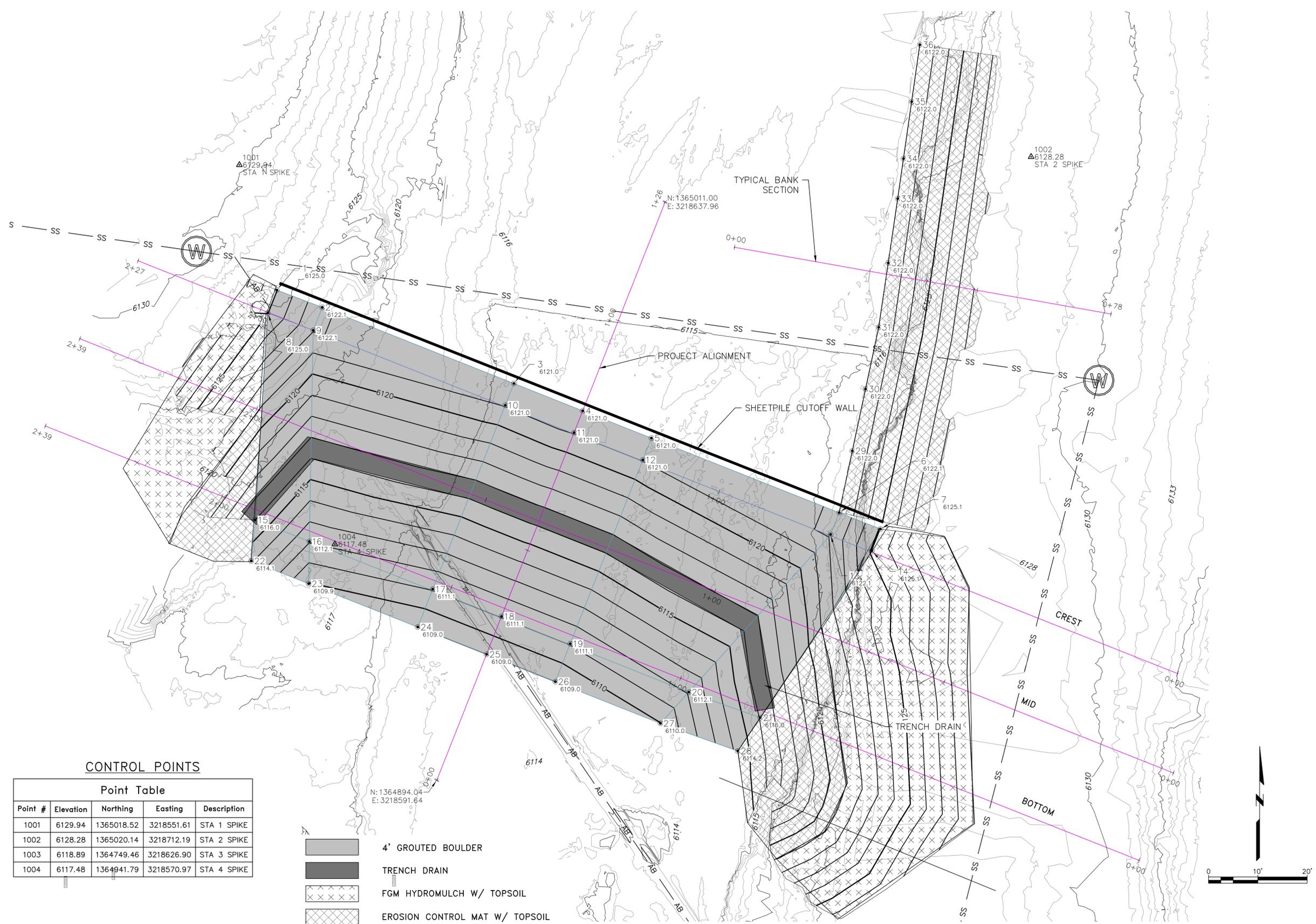
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SHEET NO: 05 OF 12

**SAND CREEK STABILIZATION AT  
WEST FORK CONFLUENCE  
KARR 2**

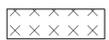
**OVERVIEW**

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SHEET NO: 06 OF 12



**CONTROL POINTS**

Point Table				
Point #	Elevation	Northing	Easting	Description
1001	6129.94	1365018.52	3218551.61	STA 1 SPIKE
1002	6128.28	1365020.14	3218712.19	STA 2 SPIKE
1003	6118.89	1364749.46	3218626.90	STA 3 SPIKE
1004	6117.48	1364941.79	3218570.97	STA 4 SPIKE

-  4' GROUTED BOULDER
-  TRENCH DRAIN
-  FGM HYDROMULCH W/ TOPSOIL
-  EROSION CONTROL MAT W/ TOPSOIL

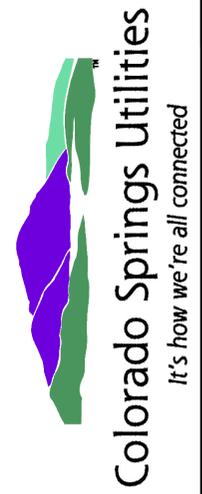
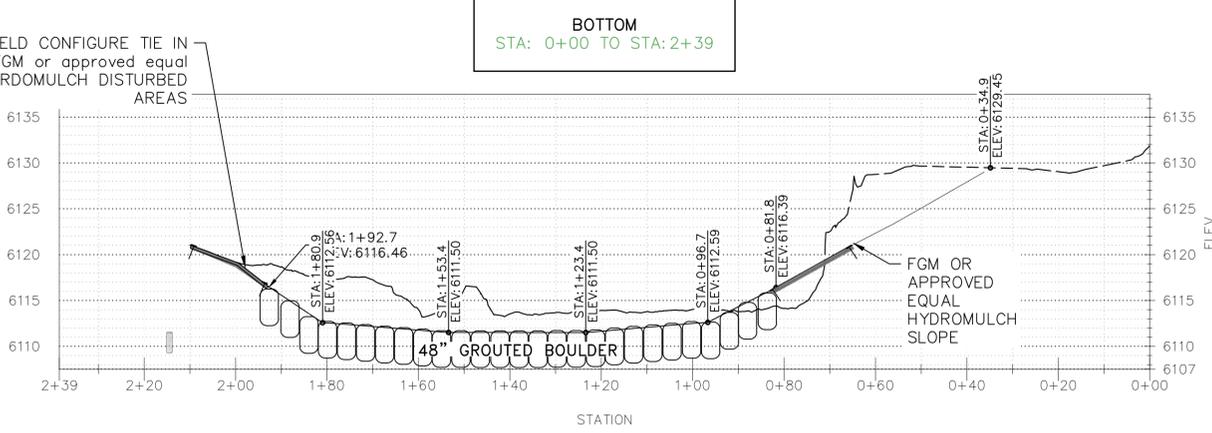
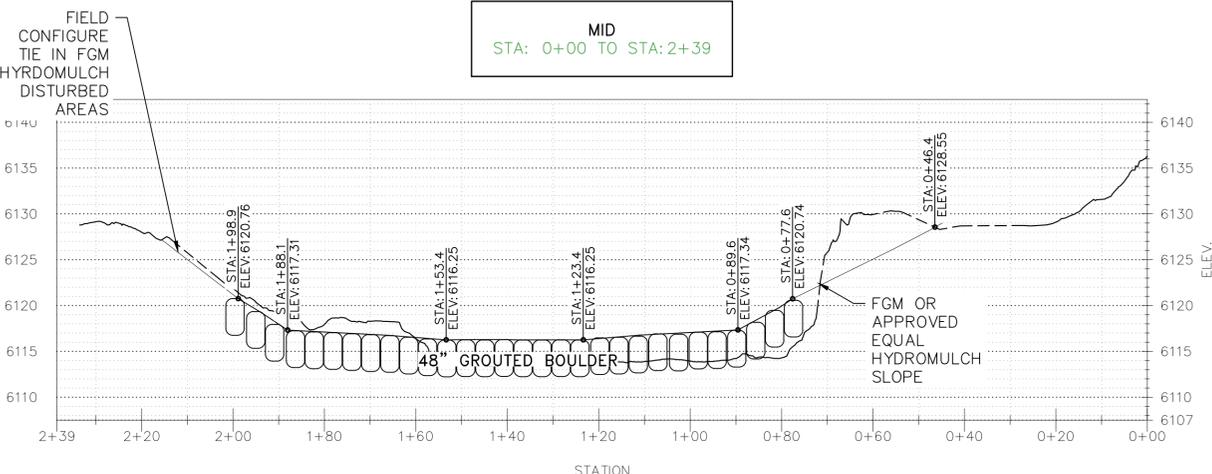
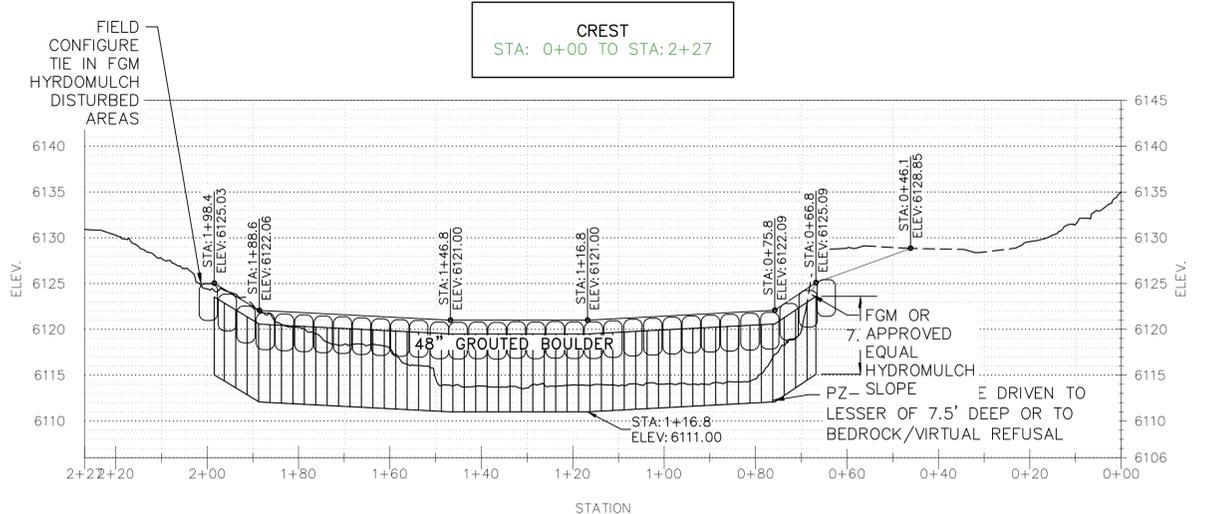
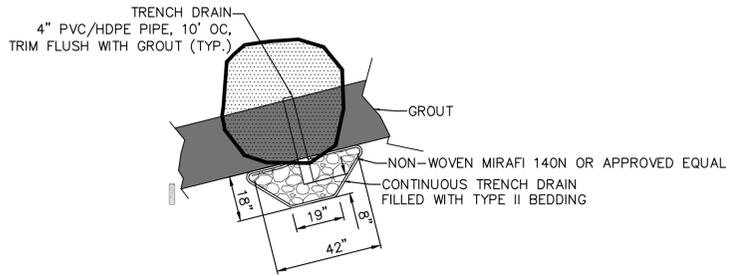
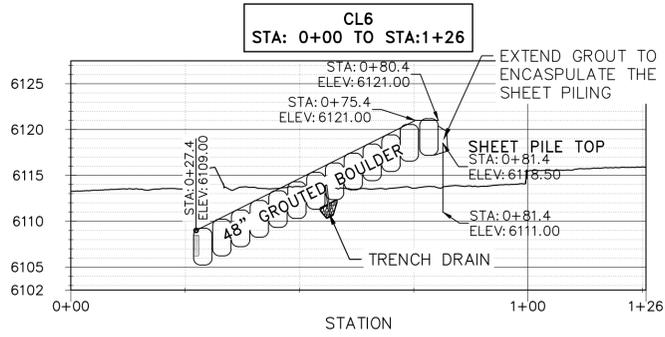


**Point Table**

Point #	Elevation	Northing	Easting	Description
1	6125.03	1364993.20	3218559.19	CREST
2	6122.06	1364989.69	3218568.41	CREST
3	6121.00	1364974.30	3218607.29	CREST
4	6121.00	1364968.78	3218621.24	CREST
5	6121.00	1364963.25	3218635.18	CREST
6	6122.09	1364948.18	3218673.25	CREST
7	6125.09	1364944.86	3218681.63	CREST
8	6125.03	1364988.55	3218557.35	CREST
9	6122.06	1364985.05	3218566.57	CREST
10	6121.00	1364969.88	3218605.54	CREST
11	6121.00	1364964.36	3218619.49	CREST
12	6121.00	1364958.84	3218633.44	CREST
13	6122.09	1364943.76	3218671.51	CREST
14	6125.09	1364940.45	3218679.87	CREST
15	6116.00	1364946.69	3218554.80	PT
16	6112.06	1364942.33	3218565.79	PT
17	6111.06	1364932.69	3218590.82	PT
18	6111.06	1364927.17	3218604.76	PT
19	6111.06	1364921.65	3218618.71	PT
20	6112.09	1364911.86	3218642.74	PT

**Point Table**

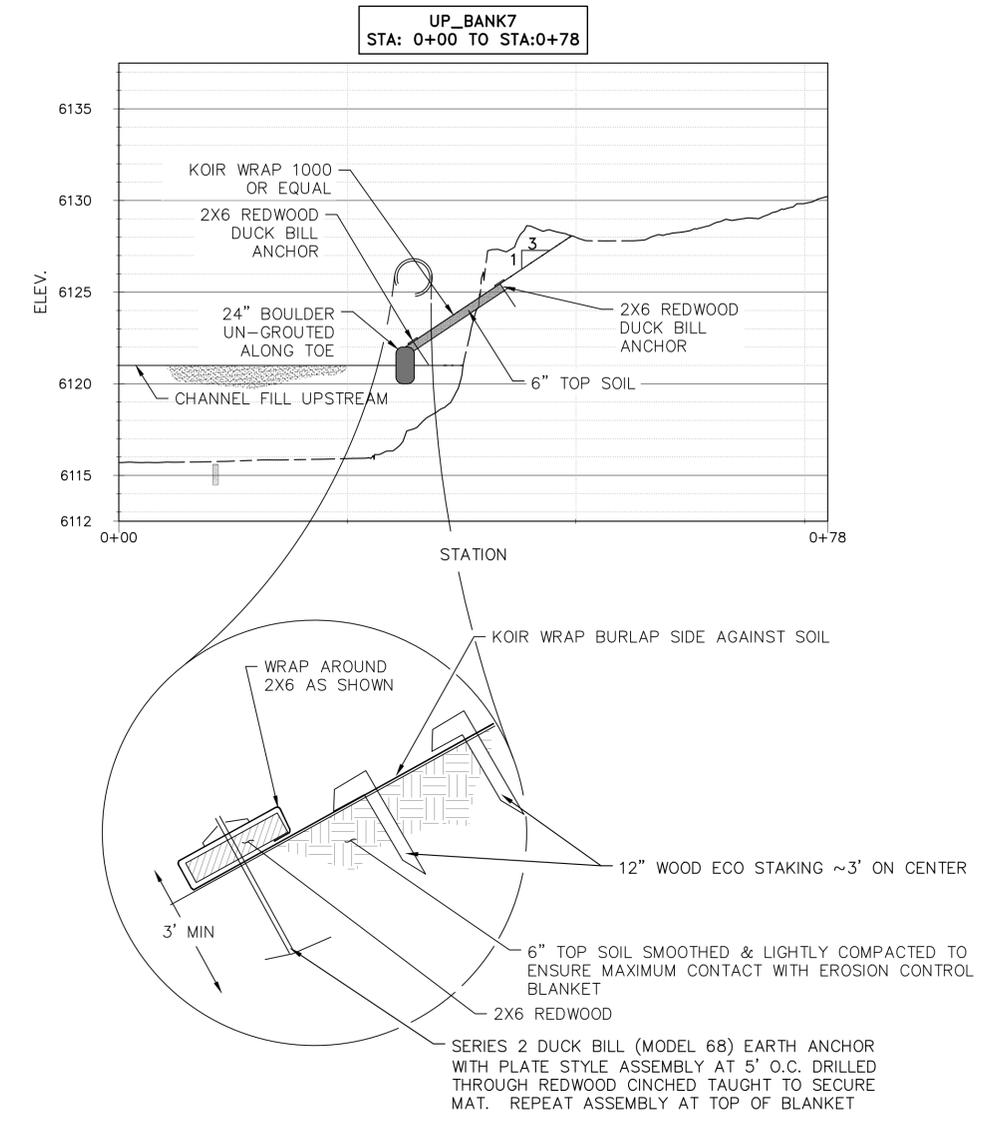
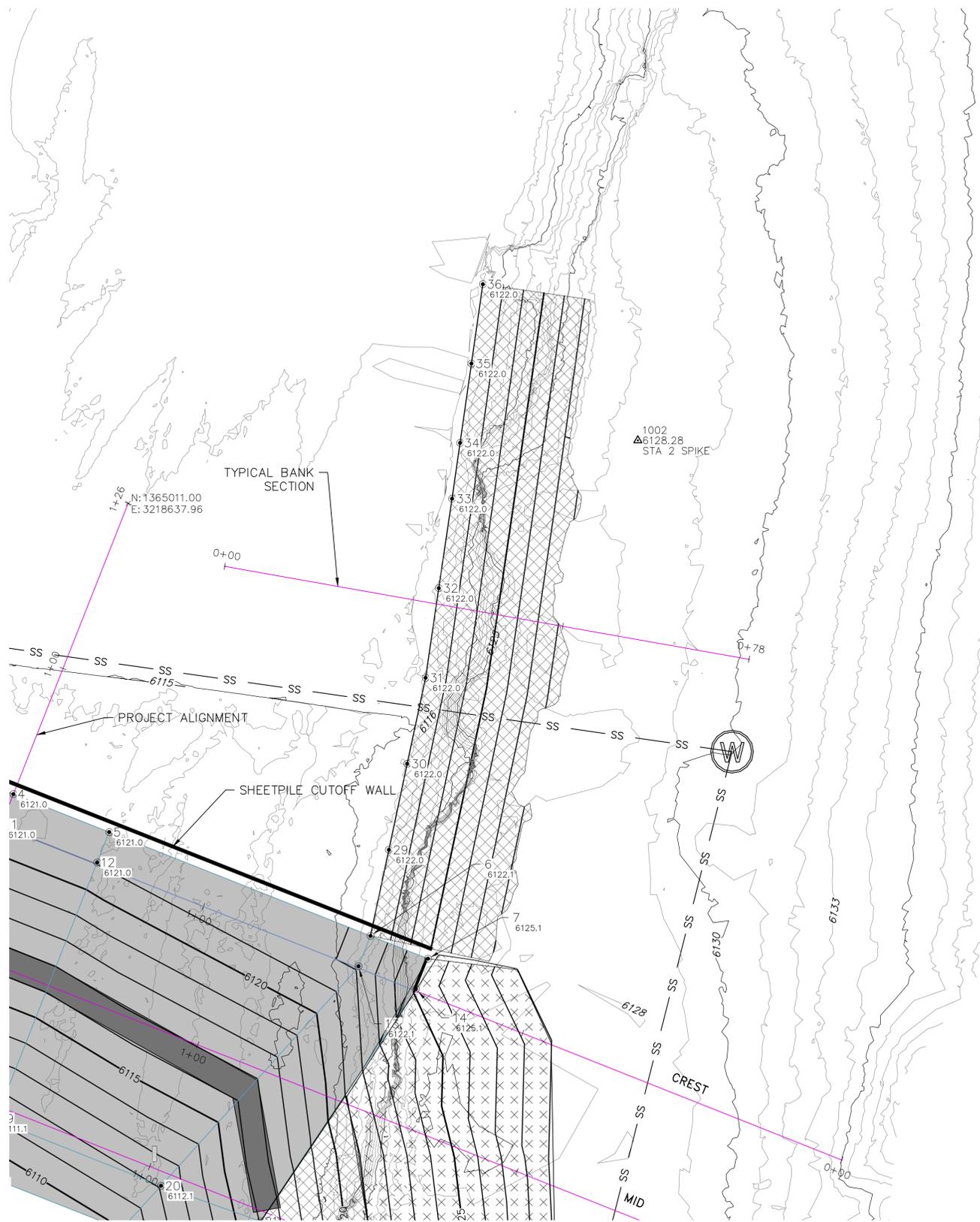
Point #	Elevation	Northing	Easting	Description
21	6116.05	1364906.70	3218657.22	PT
22	6114.12	1364938.40	3218554.00	PT
23	6109.94	1364933.78	3218565.65	PT
24	6109.00	1364925.02	3218587.78	PT
25	6109.00	1364919.50	3218601.72	PT
26	6109.00	1364913.98	3218615.67	PT
27	6109.96	1364905.53	3218636.99	PT
28	6114.24	1364899.96	3218652.68	PT



**SAND CREEK STABILIZATION AT WEST FORK CONFLUENCE KARR 2**

**DROP SECTIONS**

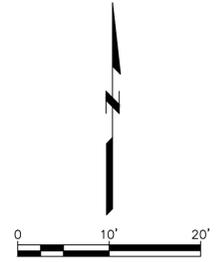
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SHEET NO: 07 OF 12



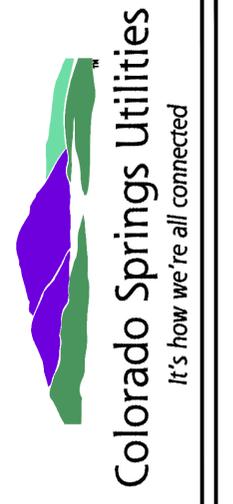
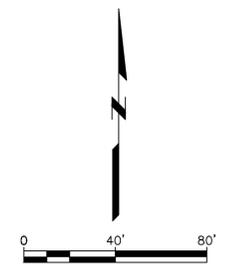
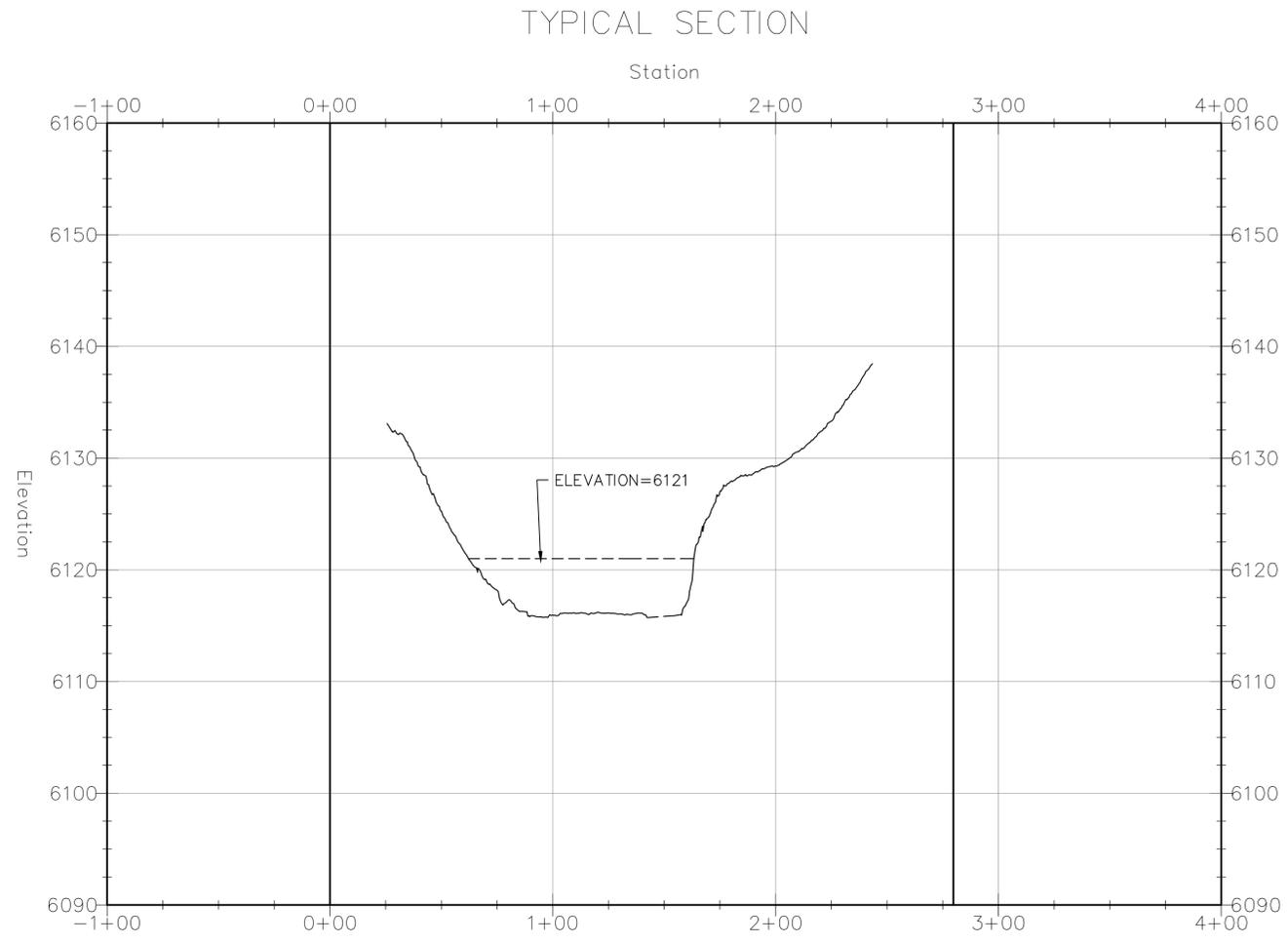
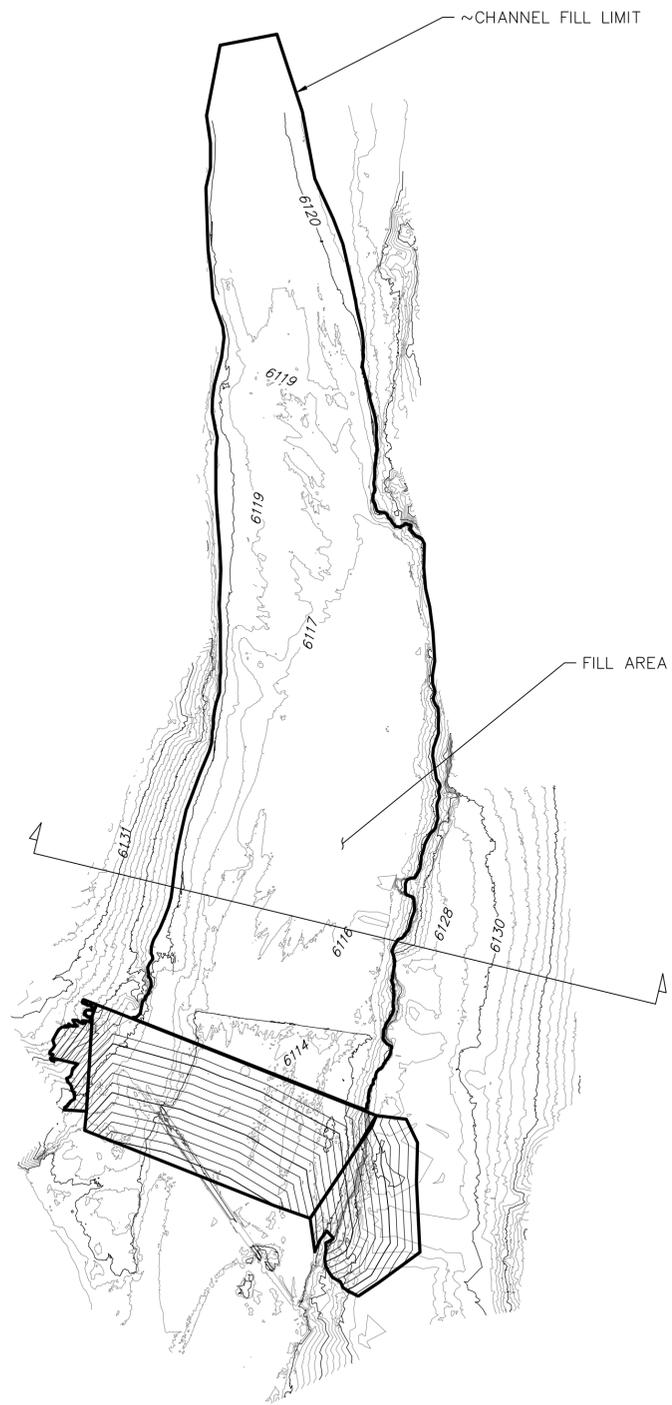
**Point Table**

Point #	Elevation	Northing	Easting	Description
29	6122.01	1364960.68	3218675.93	PT
30	6122.01	1364973.17	3218678.61	PT
31	6122.01	1364985.67	3218681.28	PT
32	6122.01	1364998.68	3218683.20	PT
33	6122.01	1365011.68	3218685.13	PT
34	6122.01	1365019.78	3218686.29	PT
35	6122.01	1365031.31	3218687.95	PT
36	6122.01	1365042.84	3218689.61	PT

POINTS ARE TOP OF BOULDER/BOTTOM OF SLOPE



**SAND CREEK STABILIZATION AT  
WEST FORK CONFLUENCE  
KARR 2**

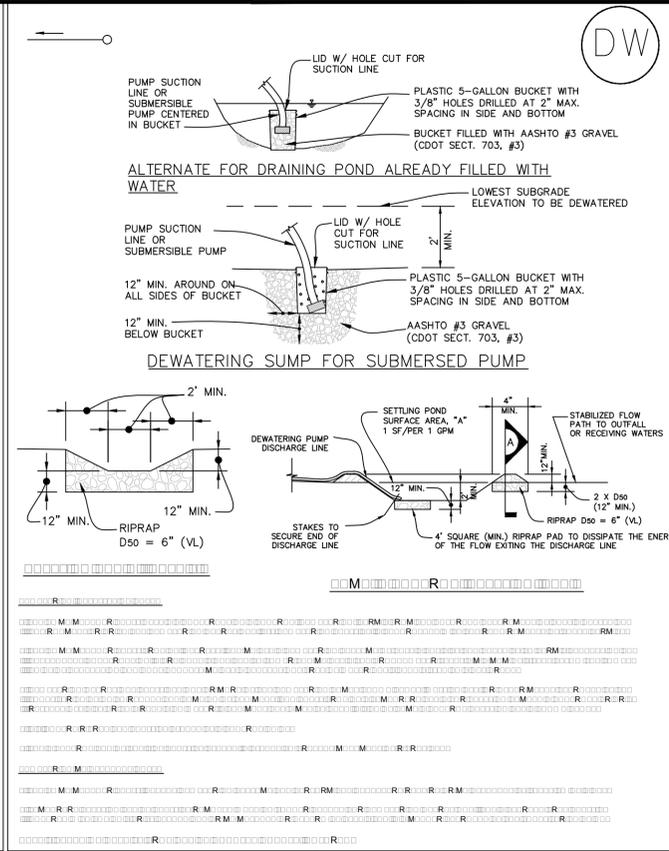
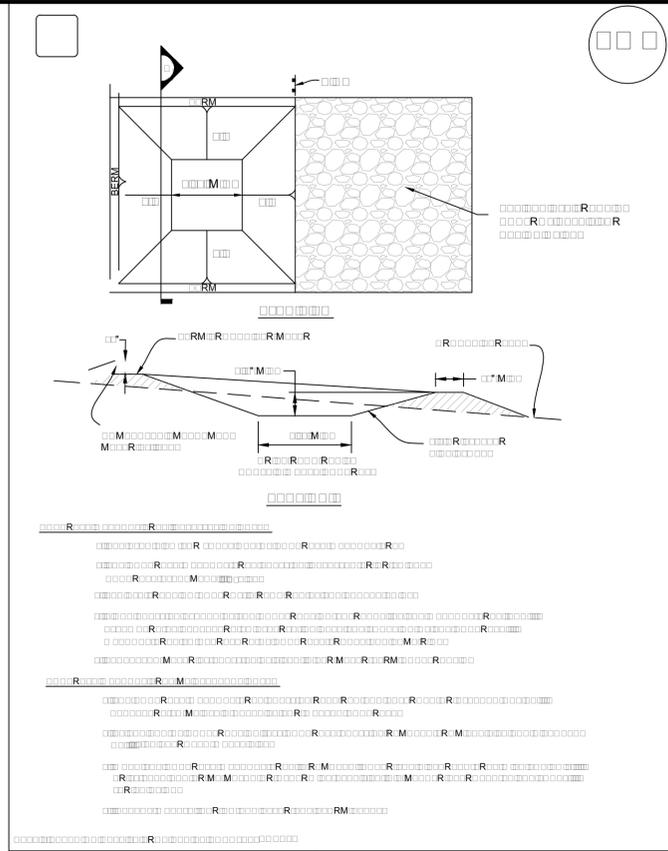


**SAND CREEK STABILIZATION AT  
WEST FORK CONFLUENCE  
KARR 2**

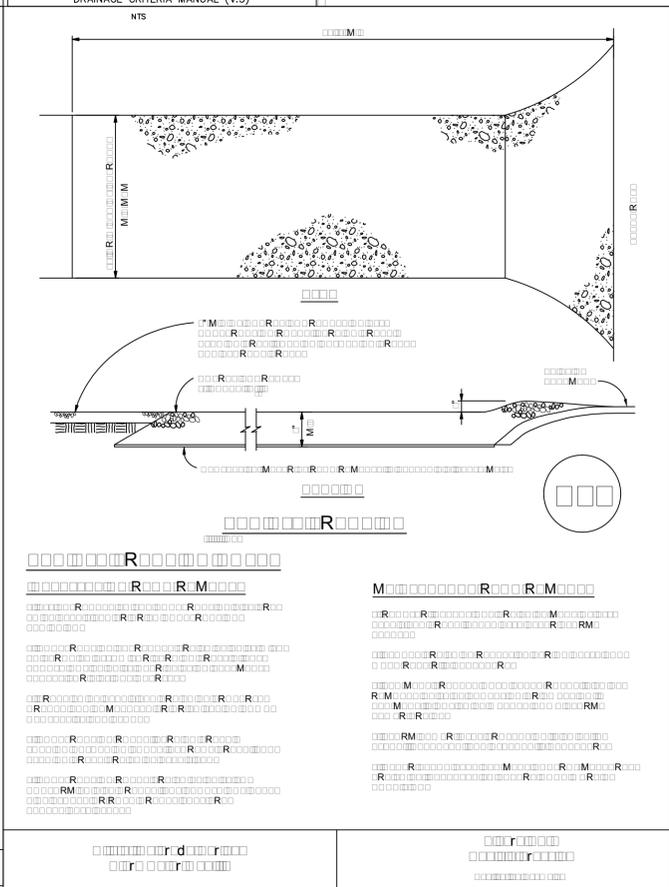
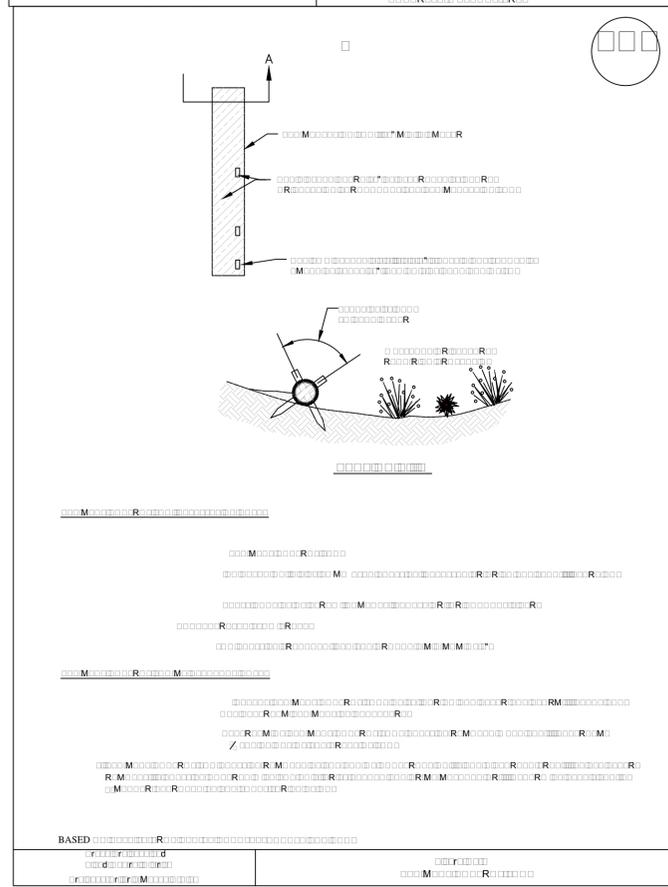
**CHANNEL  
FILL**

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DATE: 8/24/2016  
SHEET NO: 09 OF 12

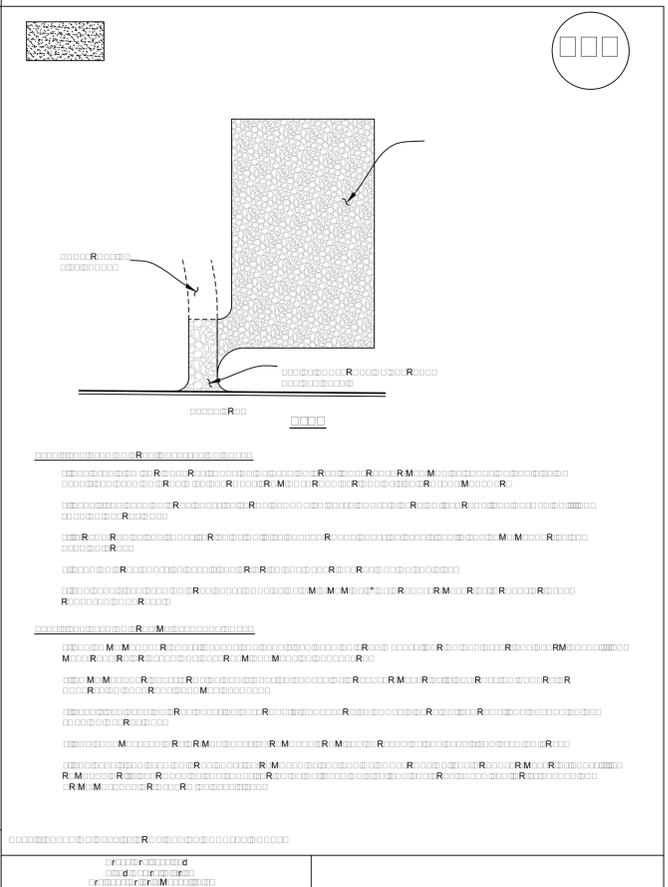




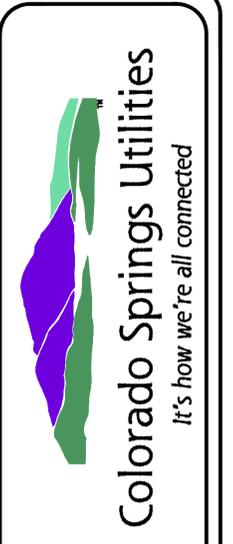
URBAN DRAINAGE AND FLOOD CONTROL DISTRICT DRAINAGE CRITERIA MANUAL (V.3) Figure C3-3 CONCRETE WASHOUT AREA DEWATERING DETAIL



URBAN DRAINAGE AND FLOOD CONTROL DISTRICT DRAINAGE CRITERIA MANUAL (V.3) Figure C3-3 CONCRETE WASHOUT AREA DEWATERING DETAIL



URBAN DRAINAGE AND FLOOD CONTROL DISTRICT DRAINAGE CRITERIA MANUAL (V.3) Figure C3-3 CONCRETE WASHOUT AREA DEWATERING DETAIL

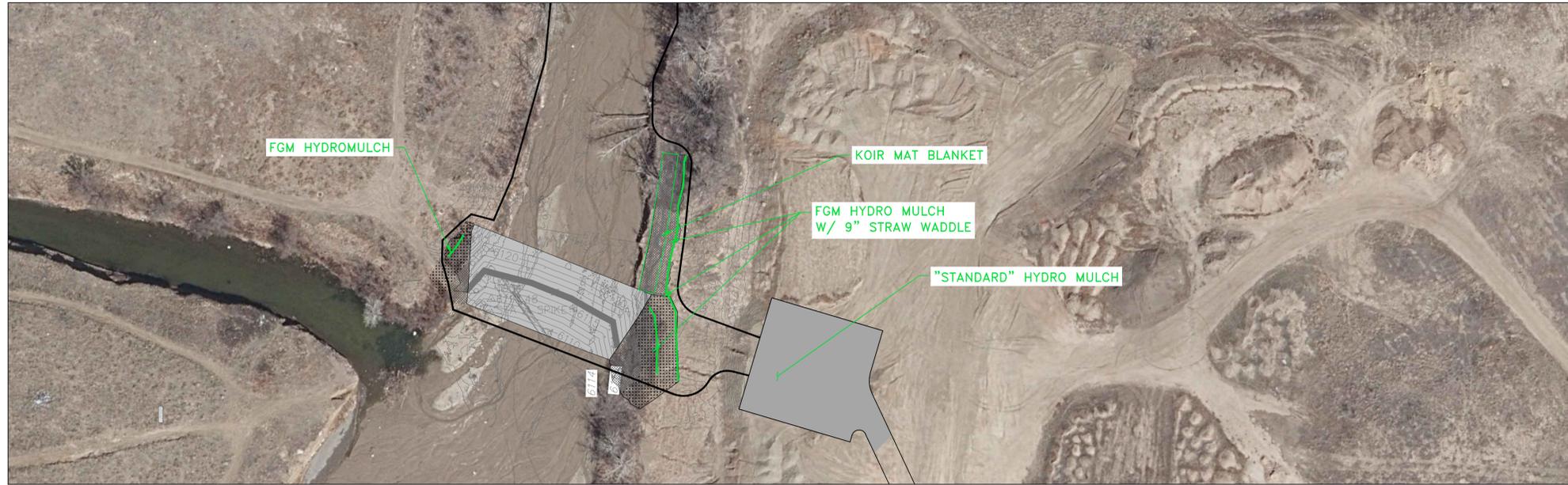


SAND CREEK STABILIZATION AT WEST FORK CONFLUENCE KARR 2

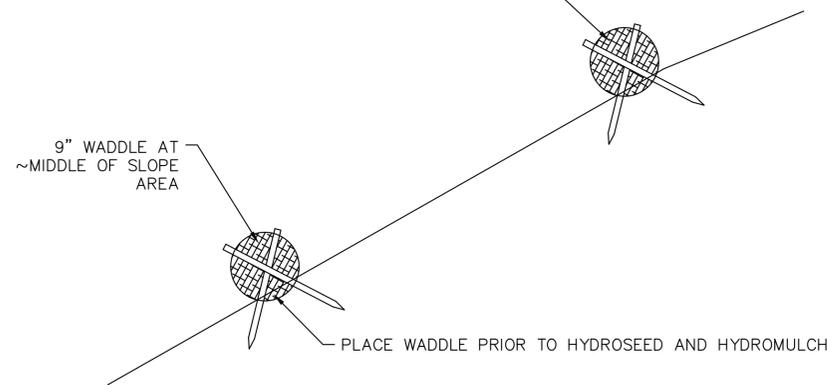
SEC DETAILS

SAND CREEK STABILIZATION AT  
WEST FORK CONFLUENCE  
KARR 2

REVEG



PLACE 9" WADDLE AT TOP OF DISTURBED SLOPE AREA

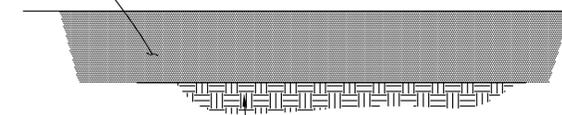
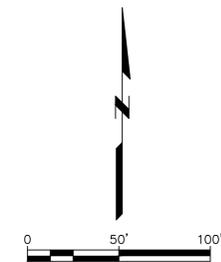


UPLAND SEED MIX (≈1.3 acres)		
COMMON NAME, VARIETY	SCIENTIFIC NAME	LB/ACRE (PLS)
BLUE GRAMA, ALMA	<i>Bouteloua gracilis</i>	0.6
SAND DROPSEED	<i>Sporobolus cryptandrus</i>	0.1
LITTLE BLUESTEM, PASTURA	<i>Schizachyrium scoparium</i>	0.5
NEEDLE-AND-THREAD GRASS	<i>Hesperostipa comata</i>	2.0
SWITCHGRASS, NEBRASKA 28	<i>Panicum virgatum</i>	0.8
"RE-GREEN" STERILE WHEAT		7.0
SIDEOATS GRAMA, VAUGHN	<i>Bouteloua curtipendula</i>	2.0
TOTAL		13.0

EROSION PROTECTION MATRIX		
LOCATION	MULCH/BLANKET	NOTES
AREAS NEAR STREAM BANK	KOIR WRAP 1000 OR EQUAL	DOUBLE THE SEEDING RATE FOR HAND BROADCAST PRIOR TO MAT PLACEMENT
AREAS STEEPER THAN 4:1 AWAY FROM STREAM BANK	FGM HYDROMULCH	SEED IN A 2 STEP PROCESS WHERE SEED IS PLACED PRIOR TO AND IN A SEPERATE PROCESS FROM HYDROMULCHING
ALL OTHER AREAS	"STANDARD" HYDROMULCH	SEED IN A 2 STEP PROCESS WHERE SEED IS PLACED PRIOR TO AND IN A SEPERATE PROCESS FROM HYDROMULCHING

TOP SOIL 4" QUALITY TOPSOIL (UNLESS OTHERWISE SPECIFIED)

- SALVAGE SITE TOPSOIL FROM INITIAL CLEARING ACTIVITIES.
- IF TOPSOIL SALVAGE IS NOT POSSIBLE, ACCEPTABLE IMPORT TOPSOIL SHALL MATCH THE TEXTURE CLASSIFICATION AND QUALITY OF THE SITE'S NATIVE TOP SOIL.
- IMPORTED TOPSOIL SHALL BE FREE OF:
  - ROCKS
  - NOXIOUS WEEDS
  - LARGE WOODY DEBRIS
  - TRASH
  - OTHER NON-SOIL MATERIALS
- PH OF TOPSOIL SHALL BE NEUTRAL
- ORGANIC MATTER SHALL BE GREATER THAN 2%
- APPROPRIATE NUTRIENTS TO SUPPORT NATIVE GRASSES
- SOIL AMENDMENTS SHALL BE ADDED TO MEET ABOVE CRITERIA



RIP SEEDING AREAS ACCORDINGLY

SOIL RIPPING FOR SEEDING		
LOCATION	RIP DEPTH	
AREAS EXPOSED TO HEAVY VEHICLE TRAFFIC	1'-0"	NO CLOUDS OR ROCKS LARGER THAN 2"
OVER SOIL RIPRAP AND AREAS STEEPER THAN 3:1	NONE	
ALL OTHER AREAS	6"	

## SECTION VI

### 4.0 SCHEDULES

Schedule A Price Sheet

**SCHEDULE A – PRICE SHEET**

The undersigned declares that it has carefully examined the information and complete Solicitation, (The term solicitation means the complete request for proposals) in submitting a proposal for **SAND CREEK CHANNEL RESTORATION DESIGN SERVICES**. The Offeror’s signature will be considered the Offerors acknowledgment of understanding and ability to comply with all items in this solicitation.

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

**TOTAL OFFER** will be evaluated and awarded as follows:

DESCRIPTION	UNIT	QTY	UNIT COST	EXTENDED PRICE
SAND CREEK CHANNEL RESTORATION DESIGN SERVICES	LS	1	\$ _____	\$ _____

\_\_\_\_\_  
**COMPANY NAME**

\_\_\_\_\_  
**PRINTED NAME**

\_\_\_\_\_  
**SIGNATURE**

