



THE CITY OF COLORADO SPRINGS

REQUEST FOR PROPOSALS

Consultant Services

R23-079CA

Date Issued: July 3, 2023

FOR

**COS CREEK PLAN – AMERICA THE BEAUTIFUL PARK
(DESIGN)**

Contact:

Crystal Abeyta
City of Colorado Springs
Procurement Services
Crystal.Abeyta@coloradosprings.gov

The City of Colorado Springs requests Time and Material (T&M) proposals, as detailed in this Request for Proposal (RFP), for Design & Engineering of the COS Creek Plan for America the Beautiful Park (ATB) located along Monument and Fountain Creeks in Colorado Springs, CO.

At this time, funding for 10% Design and Engineering has been secured by the Partnership for the ATB Park project. Fundraising is currently underway for 100% Design and Engineering for the ATB Park project through grants and private fundraising initiatives. The Partnership intends to award a contract for 100% Design and Construction Documents but will only give notice to proceed on 10% design until such time as funding is secured for 100% Design and Construction Documents.

Appendix A – Hourly Rates will not be evaluated

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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 BidNet (www.BidNetDirect.com). All addenda or amendments shall be issued through BidNet 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	July 3, 2023
Pre-Proposal Conference	July 17, 2023 at 2:00PM

We will hold a pre-proposal conference via Microsoft Teams:

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 253 841 779 068

Passcode: EFTgMW

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 720-617-3426,,4282812#](#) United States, Denver

Phone Conference ID: 428 281 2#

[Find a local number](#) | [Reset PIN](#)

This meeting is not mandatory, however, all potential Offerors are encouraged to attend.

Cut Off Date for Questions July 25, 2023 by 3:00PM

Questions about the RFP must be submitted electronically to the solicitation in BidNet. 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 by the Date indicated.

Requests for information or support shall be addressed to:

Crystal Abeyta, crystal.abeyta@coloradosprings.gov

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

The only acceptable method of submitting questions is electronically within BidNet.

Proposal Due Date	August 9, 2023 by 3:00PM
Interviews (if applicable)	August 2023 (if applicable)
Award of Contract	EST September 2023
Notice to Proceed	EST September

1.2 SUBMISSION OF PROPOSAL

Proposals are to be submitted electronically on BidNet Direct:
www.bidnetdirect.com.

Please review the submission requirements *well in advance* of submission date and time; and allow for sufficient time to upload each required document.

It is recommended that Offerors begin the submission process at least one (1) day in advance of the proposal deadline.

Offerors are solely responsible to ensure their proposal documents are uploaded and submitted correctly, and that a **confirmation number** is obtained upon successful submission.

BidNet Customer Support Team can be reached 1-800-835-4603.

NO LATE OFFERS WILL BE ACCEPTED

Date/Time: Proposals shall be received on or before August 9, 2023 by 3:00PM.

1.3 NUMBER OF COPIES

Offerors shall submit **one (1) electronic** copy of the proposal documents. 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 COS Creek Plan – America the Beautiful Park.

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 BidNet. It is the Offeror's responsibility to check the website for posted amendments or contact the Contracts Specialist listed on this RFP 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 **Notice to Proceed to December 31, 2025** from the issuance of a notice to proceed.

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 City with 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. 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 is in a manner that affords all responsible businesses a fair and equal opportunity to compete. If an Offeror believes that a 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/sales-tax/page/construction-contractors>.

Questions can be directed to the City Sales Tax Division at:

(719) 385-5903 or Construction_SalesTax@ColoradoSprings.gov.

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 twenty-five (25) 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 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 with Representations and Certifications
Exhibit 3	Exceptions Form
Exhibit 6	Qualification Statement
Exhibit 8	Federal Forms
Appendix A	Hourly Rates (not evaluated)
Appendix C	Insurance Requirements

2.2 COVER LETTER

The cover letter shall be no more than three pages, and does not count toward the overall page count. 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 assessment of financial stability.

2.5 EXPERTISE AND QUALIFICATIONS

In this section, the Offeror must demonstrate that it meets and/or exceeds all requirements regarding expertise and qualifications of personnel proposed to complete the work defined in the Statement of Work/Scope of Services of this RFP. Qualifications of personnel are considered of the essence of the services provided. Therefore, the Offeror must provide information on Key Personnel who will be the personnel performing the consulting services.

A. Relevant Experience

In the Expertise and Qualifications/Relevant Experience Area, the Offeror should provide at least three references or identify 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 the successful outcomes of the projects. 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?

B. Key Personnel

In the Expertise and Qualifications/Key Personnel Area, resumes must be provided for all personnel who would be performing work on the resultant Contract. 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?
4. Do the key personnel possess all requisite certifications, licenses, experience, etc.?

2.6 PRICE AREA (NOT EVALUATED)

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.

2.9 INSURANCE REQUIREMENTS

All Offerors must complete Appendix C, Minimum Insurance Requirements and return it with their proposal. Lack of responsiveness in this area 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 EXPERTISE AND QUALIFICATIONS

See Section II – Item 2.5

3.1.2 PRICE (NOT EVALUATED)

3.1.3 PROPOSAL PRESENTATION

See Section II – Item 2.7

3.1.4 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: Expertise and Qualifications

Second: Proposal Presentation

Exceptions and Insurance areas will be scored as pass or fail. Failure in this area may result in disqualification from award.

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 Expertise and Qualifications 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.

Very 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.

4. The following apply to the Exceptions and Insurance Areas

Exceptions and insurance will be evaluated as pass or fail. Whether exceptions to City terms and conditions are acceptable or unacceptable will be determined at the sole discretion of the City. Any exceptions deemed unacceptable may result in a “fail” rating. The Insurance Area will be rated as “pass,” unless the Offeror fails to meet any stated insurance requirement provided in this RFP. If the Offeror fails to meet any stated insurance requirement provided in this RFP, the Offeror will be rated “fail” in the Insurance Area. A rating of “fail” in either of these areas may result in disqualification from award.

D. Area Scoring

The total maximum score a proposer can achieve is 100 points; the maximum score for each area is divided as follows:

Expertise & Qualifications: 90
Proposal Presentation: 10

E. 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

4.0 SPECIAL CONTRACT TERMS AND CONDITIONS/SPECIAL SOLICITATION PROVISIONS

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

4.1 ADA STANDARDS

It is a requirement of the City and required by law that any new or renovated facility meet the scoping and technical requirements of the 2010 ADA Standards for newly designed and constructed or altered local government facilities, public accommodations, and facilities. The selected Design Professional shall design the project so it both conforms to the 2010 ADA Standards, as applicable and as amended, and is readily accessible to and usable by individuals with disabilities. The selected Contractor shall build the project so it both conforms to the 2010 ADA Standards, as applicable and as amended, and is readily accessible to and usable by individuals with disabilities. Facilities that are designed, constructed, and/or altered facilities that meet or exceed the IBC 2015/ANSI A117.1 2009, used by Pikes Peak Regional Building Department, will be accepted as meeting or exceeding the 2010 ADA Standards.

4.2 CLAUSES FOR CONTRACT SUBJECT TO FEDERAL REQUIREMENTS

1. EQUAL EMPLOYMENT OPPORTUNITY

To view the City of Colorado Springs EEOP (Equal Employment Opportunity Plan) Utilization Report, the link is www.coloradosprings.gov/eeop.

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 that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Affirmative steps must include:

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

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

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

9. PROCUREMENT OF RECOVERED MATERIALS

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

10. ANTI-KICKBACK PROCEDURES

(a) Definitions.

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

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

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

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

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

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

"Subcontractor," as used in this clause,

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

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

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

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

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

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

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

(c)

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

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

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

(4) The Contracting Officer may

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

(ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

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

11. ENERGY EFFICIENCY IN ENERGY CONSUMING PRODUCTS

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

“Energy-efficient product”—

(1) Means a product that—

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

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

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

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

(1) Delivered;

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

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

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

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

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

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

(d) Information about these products is available for—

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

(2) FEMP at http://www1.eere.energy.gov/femp/procurement/eep_requirements.html.

12. BUY AMERICAN—CONSTRUCTION MATERIALS

(a) Definitions. As used in this clause—

“Commercially available off-the-shelf (COTS) item”—

(1) Means any item of supply (including construction material) that is—

- (i) A commercial item (as defined in paragraph (1) of the definition at FAR [2.101](#));
 - (ii) Sold in substantial quantities in the commercial marketplace; and
 - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in [46 U.S.C. 40102\(4\)](#), such as agricultural products and petroleum products.

“Component” means an article, material, or supply incorporated directly into a construction material.

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Cost of components” means—

- (3) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (4) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

“Domestic construction material” means—

- (1) An unmanufactured construction material mined or produced in the United States;
- (2) A construction material manufactured in the United States, if—
 - (i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or
 - (ii) The construction material is a COTS item.

“Foreign construction material” means a construction material other than a domestic construction material.

“United States” means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference.

- (1) This clause implements [41 U.S.C. chapter 83](#), Buy American, by providing a preference for domestic construction material. In accordance with [41 U.S.C.](#)

1907, the component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

None

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that—

(i) The cost of domestic construction material would be unreasonable.

The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American statute.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including—

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the

determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON

Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
Item 1:			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
Item 2:			
Foreign construction material	_____	_____	_____
Domestic construction material			

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]

SECTION V – EXHIBITS

5.0 EXHIBITS

Exhibit 1	Proposal Certification & Representations and Certifications
Exhibit 2	Sample Contract
Exhibit 3	Exceptions Form
Exhibit 4	COS Creek Plan
Exhibit 5	Project Goals & Objectives
Exhibit 6	Qualification Statement
Exhibit 7	Evaluation Scoresheet
Exhibit 8	Federal Forms

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: _____

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 herein and is 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 following Representations and Certifications must be initialed by the 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.

Initials for 1

2. ETHICS VIOLATIONS

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

Initials for 2

3. 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 3

4. INTERNET USE

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

Initials for 4

5. LITIGATION

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

Initials for 5

6. CONTRACTOR'S REGISTRATION INFORMATION

Offeror's firm verifies and states that it is a/an (check all that apply):

_____ Large Business (i.e. does not qualify as a small business or nonprofit)
_____ Nonprofit
_____ Small Business
_____ Black Owned Business
_____ Disadvantaged Business Owner
_____ Hispanic Owned Business
_____ Native American Owned Business
_____ Woman Owned Business
_____ Veteran Owned Business
_____ Other (please specify: _____)

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

Initials for 6

7. CONTRACTOR PERSONNEL

1. 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.

2. 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 7

8. OFFEROR'S CERTIFICATION

The undersigned hereby affirms that:

1. He/She/They is a duly authorized agent of the Offeror;
2. He/She/They has read and agrees to the City's standard terms and conditions attached.
3. 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.
4. 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.
5. 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.

Initials for 8

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

1. The Offeror certifies to the best of its knowledge and belief, that 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 9

10. 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 10

11. CITY CONTRACTOR SAFETY PROGRAM

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

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

Initials for 11

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

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

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

Initials for 12

13. FRAUD, WASTE, AND ABUSE

Everyone has a duty to report any suspected unlawful act impacting the City of Colorado Springs operations and its enterprises. Anyone who becomes aware of the existence or apparent existence of fraud, waste, and abuse in City of Colorado Springs is encouraged to report such matters to the City Auditor's Office in writing or on the telephone hotline (719) 385-2387 (ADTR). Written correspondence can be mailed to:

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

Or via email: FraudHotline@ColoradoSprings.gov. Any of these mechanisms allow for anonymous reporting. For more information, please go to the City Fraud Reporting website: <https://coloradosprings.gov/cityfraud>.

Initials for 13

Name of Company: _____

Federal Tax ID Number: _____

DUNS Number: _____

Principal Place of Business: _____

Signature of Authorized Representative

Printed Name: _____

Title: _____

Date: _____

EXHIBIT 2 SAMPLE CONTRACT

CONSULTANT SERVICES CONTRACT

Contract Number:		Project Name/Title	COS Creek Plan for America the Beautiful Park
Vendor/Contractor			
Contact Name:		Telephone:	
Email Address:			
Address:			
Federal Tax ID #		Please check one:	<input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Partnership
City Contracting Specialist	Crystal Abeyta	City Dept Rep	Name & Phone# & Department Name
NOT TO EXCEED Contract Amount:		City Account #	Acct Code (5) Fund (3) Dept (4) Project (7)
Contract Type:	Time & Materials (T&M)	Period of Performance:	Notice to Proceed – December 31, 2025

1. INTRODUCTION

THIS Time & Materials CONTRACT ("Contract") is made and entered into this ____ day of _____, 2023 by and between the City of Colorado Springs, a Colorado municipal corporation and home rule city, in the County of El Paso, State of Colorado, (the "City"), and _____ (the "Contractor").

THE CITY AND THE CONTRACTOR HEREBY AGREE AS FOLLOWS:

The City has heretofore prepared the necessary Contract Documents for the following Activity: XXXXXXXX.

The Contractor did on the ____ day of _____, 2023 submit to the City the Contractor's written offer and proposal to do the work therein described under the terms and conditions therein set forth and furnish all materials, supplies, labor, services, transportation, tools, equipment, and parts for said work in strict conformity with the accompanying Contract Documents, which are attached hereto and incorporated herein by this reference, including the following:

1. This Contract
2. Appendix A – Consultant's Proposal and Fee Schedule
3. Appendix B – Scope of Work
4. Appendix C – Contracts Subject to Federal Requirements
5. Appendix D – Insurance Requirements
6. Appendix E – Additional Terms and Conditions
7. Appendix F – Project Schedule

2. COMPENSATION/CONSIDERATION

Subject to the terms and conditions of the Contract Documents, Contractor shall provide all materials, supplies, labor, services, transportation, tools, equipment, and parts to perform design consulting services for the City of Colorado Springs in a good and workmanlike manner to the satisfaction of the City for the estimated price of _____, not to exceed \$_____ ("Not to Exceed estimate"). If the performance of this Contract involves the services of others or the furnishing of equipment, supplies, or materials, the Contractor agrees to pay for the same in full. At the time of payment by the City, the Contractor shall certify in writing that said payments have been so made.

This is a Time and Material (T&M) type contract. The Not to Exceed estimate is in accordance with the Contractor's T&M proposal and rates, as included in the attached proposal, dated XXXXXX. All labor charges shall be in accordance with the T&M rates provided therein. Invoiced hours shall be subject to City review and approval before payable.

The parties estimate that performance of this Contract will not exceed the Not to Exceed estimate. The Contractor shall notify the City Contracts Specialist in writing whenever it has reason to believe that the costs the Contractor expects to incur under this Contract in the following 60 days, when added to all costs previously incurred, will exceed 75 percent of the estimated cost specified herein; or the total cost for the performance of this Contract will be either greater or substantially less than had been previously estimated. As part of the notification, the Contractor shall provide the Contracts Specialist a revised estimate of the total cost of performing this Contract.

The City is not liable for any costs above the Not to Exceed estimate, and the Contractor is not obligated to continue performance under this Contract (including actions under the Termination clause of this Contract) or otherwise incur costs in excess of the Not to Exceed estimate specified herein, until the City Contracts Specialist

- (i) notifies the Contractor in writing that the estimated cost has been increased and
- (ii) provides a revised estimated total not to exceed price of performing this Contract.

3. TERM OF CONTRACT

Contractor will start work promptly after the Notice to Proceed and continue to work diligently until completed. The Contractor shall complete all work on an as ordered basis throughout the Contract period which is from **Notice-to-Proceed to December 31, 2025**, ("Period of Performance") as per the specifications and drawings. The Contractor shall provide a two-year guarantee on all work performed under this Contract after the job has been completed and accepted.

4. INSURANCE

The Contractor shall provide and maintain acceptable Insurance Policy(s) consistent with the Minimum Insurance Requirements attached as Appendix D, which includes Property, Liability and Professional Errors and Omissions coverage, and as otherwise listed in Appendix D. The City of Colorado Springs shall be reflected as an additional insured on the Property and Liability policy(s).

Further, Contractor understands and agrees that Contractor shall have no right of coverage under any existing or future City comprehensive, self, or personal injury policies. Contractor shall provide

insurance coverage for and on behalf of Contract that will sufficiently protect Contractor, or Contractor's agents, employees, servants or other personnel, in connection with the services which are to be provided by Contractor pursuant to this Contract, including protection from claims for bodily injury, death, property damage, and lost income. Contractor shall provide worker's compensation insurance coverage for Contractor and all Contractor personnel. Contractor shall file applicable insurance certificates with the City and shall also provide additional insurance as indicated in this Contract. ***A CURRENT CERTIFICATE OF INSURANCE IS REQUIRED PRIOR TO COMMENCEMENT OF SERVICES LISTING THE CITY AS ADDITIONALLY INSURED.***

5. RESPONSIBILITY OF THE CONTRACTOR

- A. Contractor shall satisfactorily perform the professional services for all phases of the Project as indicated in Statement of Work, which is attached hereto and made a part hereof by reference.
- B. Upon completion of any phase or sub-phase, Contractor shall not proceed with work on the next phase or sub-phase, if any, until authorized in writing by City to proceed therewith.
- C. Such services shall include all usual and customary professional engineering services and the furnishing (directly or through its professional consultants) of customary and usual civil, structural, mechanical, electrical engineering, environmental, architectural and planning services. Unless expressly excepted, in Appendix A - Statement of Work hereto, Contractor shall also provide any other environmental, geotechnical, architectural, landscape architectural and surveying services incidental to its work on the Project. If architectural services are rendered, Contractor shall provide an attested statement on each drawing sheet that certifies the design complies with all applicable provisions of the Americans with Disabilities Act. In performing the professional services, Contractor shall complete the work items described generally in Statement of Work and the items identified in this Section 5 of this Contract which are applicable to each phase for which Contractor is to render professional services.
- D. Professional engineering services (whether furnished directly or through a professional consultant subcontract) shall be performed under the direction and supervision of a registered Professional Engineer in good standing and duly licensed to practice in the State of Colorado. Reproductions of final drawings for construction produced under this Contract shall be the same as at least one record set which shall be furnished to City and which shall be signed by and bear the seal of such registered Professional Engineer.
- E. Surveying work included within or reasonably contemplated by this Contract shall be performed under the direction and supervision of a registered Professional Land Surveyor in good standing and duly licensed to practice in the State of Colorado. All plats and surveys produced under this Contract shall be signed by and bear the seal of said Professional Land Surveyor.
- F. Any architectural services provided under this Contract shall be performed under the direction and supervision of an architect duly licensed and authorized.
- G. All drawings and specifications furnished by the Contractor under this Contract ("Drawings" and "Specifications") shall comply with all applicable building codes and requirements of regulatory agencies having any approval authority. Final design, including Drawings and Specifications, shall also comply with the 2010 ADA Standards for Accessible Design now existing and as may be amended, supplemented, or superseded from time to time ("ADA Standards"). Contractor shall include an attest statement on each record drawing sheet of final plan drawings that certifies that the design is compliant with the ADA Standards.

- H. The Contractor shall be responsible for the professional quality, technical accuracy, timely completion and the coordination of all designs, drawings, specifications, and other Statement of Work services furnished by the Contractor under this Contract, including that performed by Contractor's consultants, and including designs, Drawings, Specifications, reports and other services, irrespective of City's approval or acquiescence in same. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in services provided under this Contract to the satisfaction of the City.
- I. Contractor shall be responsible, in accordance with applicable law, to City for all loss or damage to City caused by Contractor's negligent act or omission; except that Contractor hereby irrevocably waives and excuses City and its attorneys from compliance with any requirement to obtain a certificate of review as a condition precedent to commencement of an action, including any such requirements set forth in Section 13-20-602, C.R.S. or similar statute.
- J. Contractor's professional responsibility shall comply with the standard of care applicable to the type of engineering and architectural services provided, commensurate with the size, scope and nature of the Project.
- K. Contractor shall be completely responsible for the safety of Contractor's employees in the execution of work under this Contract, shall provide all necessary safety equipment for said employees, and shall hold harmless and indemnify and defend City from any and all claims, suits, losses or injuries to Contractor's employees.
- L. Contractor acknowledges that, due to the nature of engineering and related professional services and the impact of same on the Project, City has a substantial interest in the personnel and consultants to whom Contractor assigns principal responsibility for services performed under this Contract. Consequently, Contractor represents that Contractor has selected and intends to employ or assign the key personnel and consultants identified in Appendix ____ - "Identification of Personnel, Subcontractors and Task Responsibility", attached hereto for the Project assignments and areas of responsibility stated therein. Within 10 days of execution of this Contract, City shall have the right to object in writing to employment on the Project of any such key person, consultant or assignment of principal responsibility, in which case Contractor will employ alternate personnel for such function or reassign such responsibility to another to whom City has no reasonable objection. Thereafter, Contractor shall not assign or reassign Project work to any person to whom City has reasonable objection.

The key personnel listed in Appendix ____ - "Identification of Personnel, Subcontractors and Task Responsibility" will be the individuals used in the performance of the work unless objected to by the City as provided in the immediately preceding paragraph. If any of the listed key personnel leave employment or are otherwise not utilized in the performance of the work, approval to substitute must be obtained by the Contractor from the City's delegated Project Manager. Any substitute shall have the same or a higher standard of qualifications that the key personnel possessed at the time of Contract award.

Within 5 days of execution of this Contract, Contractor shall designate in writing a Project representative who shall have complete authority to bind Contractor, and to whom City should address communications.

- M. Promptly after execution of this Contract and upon receipt of authorization from City to proceed, Contractor shall submit to City for approval a schedule showing the order in which Contractor proposes to accomplish its work, with dates on which it will commence and complete each major

work item. The schedule shall provide for performance of the work in a timely manner so as to not delay City's time table for achievement of interim tasks and final completion of Project work, provided however, the Contractor will not be responsible for delays beyond its control.

- N. Before undertaking any work which Contractor considers beyond or in addition to the scope of work and services which Contractor has contractually agreed to perform under the terms of this Contract, Contractor shall advise City in writing (i) that Contractor considers the work beyond the scope of this Contract, (ii) the reasons the Contractor believes the out of scope or additional work should be performed, and (iii) a reasonable estimate of the cost of such work. Contractor shall not proceed with such out of scope or additional work until authorized in writing by City. The compensation for such authorized work shall be negotiated, but in the event the Parties fail to negotiate or are unable to agree as to compensation, then Contractor shall be compensated for his direct costs and professional time at the rates set forth in Exhibit ____ - "Fee Schedule".
- O. Design within Funding Limitation: The Contractor shall accomplish the design services required under this Contract so as to permit the award of a construction contract at a price that does not exceed the estimated construction contract price plus ten percent (10%) as set forth below.
1. When lowest responsive and responsible bids or proposals for the construction contract are received that exceed the estimated price, the Contractor shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Contract. However, the Contractor shall not be required to perform such additional services without additional compensation if the unfavorable bids or proposals are the result of conditions beyond its reasonable control i.e. City directed scope changes, unknown design problems are encountered, or a volatile construction market at the time of bid as compared to the construction market at the date this Contract is executed.
 2. The Contractor must promptly advise the Project Manager if it finds that the Project being designed will exceed or is likely to exceed the funding limitations and it is unable to design the Project within the funding limitation.
 3. The estimated construction contract price for the Project described in this Contract is \$XXXXXXXX (plus 10%).
- P. The City's review, approval of, acceptance of, or payment for the services required under this Contract shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the City for any and all damages to the City caused by the Contractor's negligent performance of any of the services furnished under this Contract.
- Q. The rights and remedies of the City provided for under this Contract are in addition to any other rights and remedies provided by law.
- R. If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.
- S. The Contractor shall be obligated to provide services as an expert witness in connection with any public hearings or legal "proceedings" for a period of five (5) years following the completion of the Project. The Contractor shall be reimbursed for such service unless the basic issue of such hearing or "proceeding" concerns sufficiency of the Contractor services as outlined in this

Contract. The Contractor hereby agrees to relieve the City from all claims and liability due to the Contractor's negligence.

- T. The design of architectural, structural, mechanical, electrical, civil, or other engineering features of the work to be performed under this Contract shall be accomplished or reviewed and approved by architects or engineers registered in the state of Colorado to practice in the professional field involved.

6. WORK OVERSIGHT

- A. The extent and character of the work to be done by the Contractor shall be subject to the general approval of the City's delegated Project Manager.
- B. If any of the work or services being performed does not conform with Contract requirements, the City may require the Contractor to perform the work or services again in conformity with Contract requirements, at no increase in Contract amount. When defects in work or services cannot be corrected by re-performance, the City may (1) require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements and (2) reduce the Contract price to reflect the reduced value of the work or services performed.
- C. If the Contractor fails to promptly perform the defective work or services again or to take the necessary action to ensure future performance is in conformity with Contract requirements, the City may (1) by Contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such work or service or (2) terminate the Contract for breach of contract.

7. SUBCONTRACTORS, ASSOCIATES, AND OTHER CONTRACTORS

- A. Any subcontractor, outside associates, or other contractors used by the Contractor in connection with Contractor's work under this Contract shall be limited to individuals or firms that are specifically identified by the Contractor in the Contractor's proposal and agreed to by the City. The Contractor shall obtain the City's Project Manager's written consent before making any substitution of these subcontractors, associates, or other contractors.
- B. The Contractor shall include a flow down clause in all of its subcontracts, agreements with outside associates, and agreements with other contractors. The flow down clause shall cause all of the terms and conditions of this Contract, including all of the applicable parts of the Contract Documents, to be incorporated into all subcontracts, agreements with outside associates, and agreements with other contractors. The flow down clause shall provide clearly that there is no privity of contract between the City and the Contractor's subcontractors, outside associates, and other contractors.

8. KEY PERSONNEL

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

9. START AND CONTINUANCE OF WORK

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

10. APPROPRIATION OF FUNDS

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

11. CHANGES

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

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

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

The Project Manager: Changes up to \$14,999.99

The City of Colorado Springs Chief of Staff: Changes up to \$499,999.99

The Mayor of the City of Colorado Springs: Unlimited

12. ASSIGNMENT

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

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

13. CHOICE OF LAW

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

14. WORKERS' COMPENSATION INSURANCE

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

15. INDEMNIFICATION

The Consultant shall indemnify and hold harmless the City, its enterprise(s), associated and/or affiliated entities, successors, or assigns, its elected officials, officers, employees, agents, and volunteers from and against all liabilities, claims, actions, damages, losses, and expenses, including without limitation reasonable attorneys' fees and costs, arising out of or resulting in any way from the performance of professional services for the City under this Contract and caused by any willful or negligent error, omission, or act of or a failure to observe any applicable standard of care by the Consultant or any person employed by it or anyone for whose acts the Consultant is legally liable. The Consultant hereby irrevocably waives and excuses City and its attorneys from

compliance with any requirement to obtain a certificate of review as a condition precedent to commencement of an action, including any such requirements set forth in Section 13-20-602, C.R.S. or similar statute. In consideration of the award of this Contract, to the extent damages are covered by insurance, the Consultant agrees to waive all rights of subrogation against the City, its subsidiary, parent, associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers for losses arising from the work performed by the Consultant for the City. The indemnification obligation shall survive the expiration or termination of this Contract

16. INDEPENDENT CONTRACTOR

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

17. APPLICABLE LAW AND LICENSES

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

18. PRIOR AGREEMENTS

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

19. INTELLECTUAL PROPERTY

The Parties hereby agree, and acknowledge, that all products, items writings, designs, models, examples, or other work product of the Contractor produced pursuant to this Contract are works made for hire, and that the City owns, has, and possesses any and all ownership rights and interests to any work products of the Contractor made under this Contract, including any and all copyright, trademark, or patent rights, and that compensation to the Contractor for Agreement and acknowledgment of this intellectual property right section of this Contract is included in any compensation or price whatsoever paid to the Contractor under this Contract. It is the intent of

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

20. WAIVERS

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

21. THIRD PARTIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties hereto, and nothing contained in this Contract shall give or allow any such claim or right of action by any other or third person or entity on such Contract. It is the express intention of the Parties hereto that any person or entity, other than the Parties to this Contract, receiving services or benefits under this Contract shall be deemed to be incidental beneficiaries only.

22. TERMINATION

A. Termination for Convenience.

By signing this Contract, Contractor represents that it is a sophisticated business and enters into the Contract voluntarily, has calculated all business risks associated with this Contract, and understands and assumes all risks of being terminated for convenience, whether such risks are known or not known. Contractor agrees that the City may terminate this Contract at any time for

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

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

i. Contractor's failure to perform the work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule as adjusted from time to time.

ii. Contractor's disregard of the laws or regulations of any public body having jurisdiction.

iii. Contractor's disregard of the authority of Project Manager.

iv. Contractor's violation in any material provision of the Contract Documents.

v. Contractor's failure to make prompt payments to its subcontractors, and suppliers of any tier, or laborers or any person working on the work by, through, or under the Contractor or any of them, any all of their employees, officers, servants, members, and agents.

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

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

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

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

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

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

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

23. BOOKS OF ACCOUNT AND AUDITING

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

years all documents related to the Contract which are routinely prepared, collected or compiled by the Contractor during the performance of this Contract.

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

24. COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT OF 1986

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

25. LABOR

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

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

26. GRATUITIES

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

27. NON-DISCRIMINATION

- A. In accord with section 24-34-402, C.R.S., Title VII of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 as amended, all applicable federal and state laws, the Contractor will not discriminate against any employee or applicant for employment because of disability, race, creed,

color, sex, sexual orientation, gender identity, gender expression, religion, age, national origin, or ancestry.

- B. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- C. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to disability, race, creed, color, sex, sexual orientation, gender identity, gender expression, religion, age, national origin, or ancestry

28. ORDER OF PRECEDENCE

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

- A. This Contract document with its terms and conditions
- B. The Statement of Work
- C. Other Appendices, Attachments, Exhibits, or Schedules

29. HEADINGS

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

30. DISPUTES

- A. All administrative and contractual disputes arising from or related to this Contract shall be addressed in the following manner:
 - i. If either Party disputes or disagrees with a Contract term or the other Party's interpretation of a Contract term or has any other administrative or contractual dispute not addressed in the Unanticipated Circumstances provisions, such Party shall promptly give the other Party written notice of said dispute.
 - ii. The Parties shall hold a meeting as soon as reasonably possible, but in no event later than thirty (30) calendar days from the initial written notice of the dispute, attended by persons with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute; provided, however, that no such meeting shall be deemed to vitiate or reduce the obligations and liabilities of the Parties or be deemed a waiver by a Party of any remedies to which such Party would otherwise be entitled unless otherwise agreed to by the Parties in writing.
 - iii. If, within thirty (30) calendar days after such meeting, the Parties have not succeeded in negotiating a resolution of the dispute, they agree to submit the dispute to non-binding mediation and to bear equally the costs of the mediation.
 - iv. The Parties will jointly appoint a mutually acceptable mediator. If they fail to do so within twenty (20) calendar days from the conclusion of the negotiation period, they shall each select a mediator. The two mediators will then appoint a third mediator who shall conduct mediation for the Parties as the sole mediator.
 - v. The Parties agree to participate in good faith in the mediation and negotiations for a period of thirty (30) calendar days. The substantive and procedural law of the State of Colorado shall apply to the proceedings. If the Parties are not successful in resolving the dispute through mediation, then the Parties shall be free to pursue any other remedy afforded by the laws of the State of Colorado.

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

31. DELIVERY

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

32. PAYMENTS

The City will make payments for services on a monthly basis for services performed during the previous month in accordance with this Contract. All labor Invoices shall include labor categories, rates, hours worked, and total amounts per category. All labor categories and rates charged must be included in this Contract. No other categories or rates will be allowed or payable. All labor invoices are subject to City approval.

Materials will be payable on a reimbursable basis with no additional profit, fee, overhead, handling, or General and Administrative (G&A) costs. All costs for materials shall be approved by the City Contracts Specialist before the costs are incurred and payable.

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

33. INSPECTION OF SERVICES

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

- A. Definition of "services", as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City during Contract performance and for as long afterwards as the Contract requires.

- C. The City has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. The City will perform inspections and tests in a manner that will not unduly delay the work.
- D. If the City performs inspections or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in Contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

34. SECURITY

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

35. TIME IS OF THE ESSENCE

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

36. EMPLOYMENT OF LABOR

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

37. SALES TAX

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

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

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

Note: For all equipment, materials and supplies incorporated into the work purchased from vendors or suppliers not licensed to collect City Sales Tax (i.e. out of state suppliers, etc.), City Use Tax is due and payable to the City. The Contractor shall execute and deliver, and shall cause

the Contractor's subcontractors to execute and deliver to the City Sales Tax Office, ST 16 forms listing all said equipment, materials and supplies and the corresponding use tax due, along with payment for said taxes. Any outstanding taxes due may be withheld from the final payment due the Contractor and may result in suspension of Contractor from bidding on City projects.

Forms and instructions can be downloaded at <https://coloradosprings.gov/sales-tax/page/construction-contractors>. Questions can be directed to the City Sales Tax Division at (719) 385-5903 or Construction_SalesTax@coloradosprings.gov.

Our Registration Numbers are as follows:

City of Colorado Springs

Federal I.D.: 84-6000573

Federal Excise: A-138557

State Sales Tax: 98-03479

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

38. SEVERABILITY

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

39. LIABILITY OF CITY EMPLOYEES

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

40. USE OF CITY NAME OR LOGO

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

41. TRAVEL

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

travel methods or expenses. The City will pay for lodging, meals, and miscellaneous expenses on a per diem basis only, in accordance with the current per diem rates published by the IRS annually. The City will not pay for Contractor expenses exceeding the per diem rates. Receipts for all reimbursable expenses must be provided with the Contractor's invoice.

42. ELECTRONIC SIGNATURES

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

43. APPENDICES

The following Appendices are made a part of this Agreement:

Appendix A – Consultant's Proposal and Fee Schedule

Appendix B – Scope of Work

Appendix C – Contracts Subject to Federal Requirements

Appendix D – Insurance Requirements

Appendix E – Additional Terms and Conditions

Appendix F – Project Schedule

CONTRACT SIGNATURE PAGE

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

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

THE CITY OF COLORADO SPRINGS, COLORADO:

SECOND PARTY:
SAMPLE CONTRACT ONLY
Corporate Name
Signature Date
Title

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 COS CREEK PLAN

Starts On Next Page

COS Creek Plan

— RESTORE | PLAY | THRIVE —

Fountain Creek Watershed Vision & Implementation Plan



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Section 1: The Vision

COS CREEK PLAN VISION



The Fountain and Monument Creek corridor always has been the lifeblood of Colorado Springs. The corridor’s rich natural resources sustained Native American tribes and attracted European settlers. General Palmer, the founder of Colorado Springs, realized the scenic and recreational value of the area and created a network of parkways that have been a defining element of Colorado Springs’ identity. Over time, the natural character and functions of the corridor have been altered and disconnected, the richness diminished, and the creek access made inaccessible.

Informed by multiple planning efforts completed in the recent past, this plan lays out a comprehensive vision and strategy to restore the creek’s environmental qualities, promote economic vitality, create a sense of place, and greatly enhance and expand the recreational opportunities that were so important to General Palmer’s original vision.

A HOLISTIC VISION

A Vision for Restoring the Fountain and Monument Creek Corridor with Implications for the Watershed

The principles that guide this vision for the corridor, including Monument and Fountain Creeks, are based on the belief that storm water and flood risk management can be an integral part of a larger goal to maintain and restore natural functions of the creeks throughout the watershed. Moreover, it provides opportunities for recreation, relaxation, and enhancement of the economic value and quality of life for citizens and visitors of Colorado Springs. These principles include the following:

» Restore the Natural Functions of the Corridor

Reestablish natural functions of the Monument and Fountain Creek floodplains as a part of a larger plan where all stream courses within the watershed are multi-use, multi-functional community assets.

Restored natural functions, which include increased channel sinuosity and working floodplain terraces, can improve water quality, enhance wildlife habitat, and increase groundwater recharge.



» Create a Premiere Destination for Outdoor Recreation and Leisure

Expand recreation opportunities to take advantage of the corridor's natural scenic and recreational qualities to unlock its full potential.

Provide opportunities for water access, water recreation, and environmental education.



» Support Economic Vitality and Revitalization

Capitalize on corridor and waterway enhancements to encourage economic development and revitalization through traditional private development as well as public/private partnerships.

Orient and link new development towards an enhanced creek to encourage revitalization and redevelopment along the corridor.



» Build a Strong Sense of Place Unique to Colorado Springs

Enhance the corridor's natural qualities and recreational potential integrated within the City of Colorado Springs to strengthen its sense of place, distinct identity, improve the quality of life for residents, and provide memorable experiences for visitors.

Placemaking and public art installations act as a beacon along the trail while creating moments of delight and fostering local identity.



The project study area, including Monument Creek and Fountain Creek, extends south from the 'Popcycle Bridge' in Monument Valley Park to the confluence of Fountain Creek and Shook's Run.

A WATERSHED APPROACH

Aligned with the important local value of “complete creeks,” this vision recommends a number of opportunities throughout the Colorado Springs area. This plan’s primary recommendations are fully compatible with the City’s objectives for improving stormwater quality, reducing sediment, and managing flood risk as found in reports such as the municipal stormwater and construction guidelines as well as master planning documents approved by the City.

» **Reestablish Functioning Floodplains** throughout the watershed

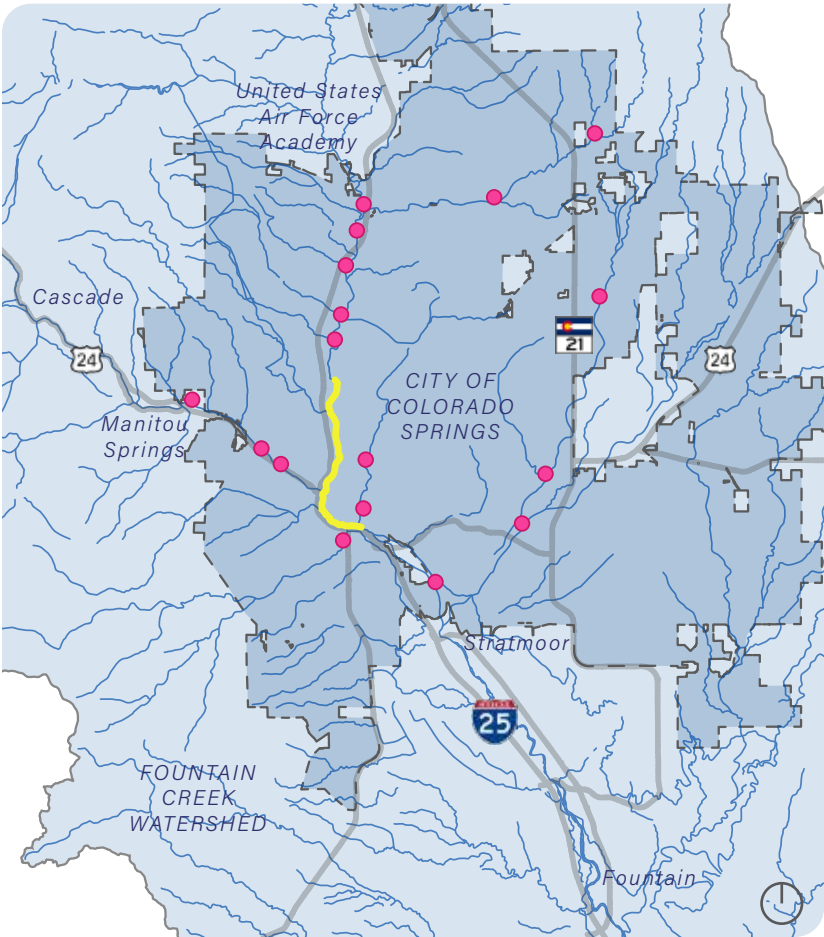
Restore the original sinuosity of the stream channel and reestablish floodplain terraces to the degree possible to enhance water quality, wildlife habitat, and scenic natural qualities.

» **Improve Neighborhood Connections** and expand the trail network

Create an expanded, interconnected, continuous network of recreational trails that improve creek and neighborhood access. Establish a hierarchy of trails to increase the quality and diversity of recreational experiences and complement the existing regional trail system.

» **Encourage Redevelopment** oriented towards the creek

Catalyze redevelopment of underutilized lands adjacent to the corridor. Promote land uses that capitalize on the corridor’s scenic and recreational values. Encourage public/private partnerships that incentivize private development to partner with the City of Colorado Springs in the development of joint-use stormwater treatment areas, trails, and other public amenities that benefit both public and private sectors.



POTENTIAL IMPROVEMENT AREAS

- Wolf Ranch
- Cottonwood Creek Park
- Cottonwood Confluence
- Monument Creek North
- University Village
- Templeton Gap Confluence
- Coleman Park
- Goose Gossage Park
- Manitou Ball Park
- 21st Street
- Gold Hill Mesa
- Shooks Run
- Cheyenne Creek
- El Pomar Sports Complex
- Wildflower Park
- Sand Creek Confluence

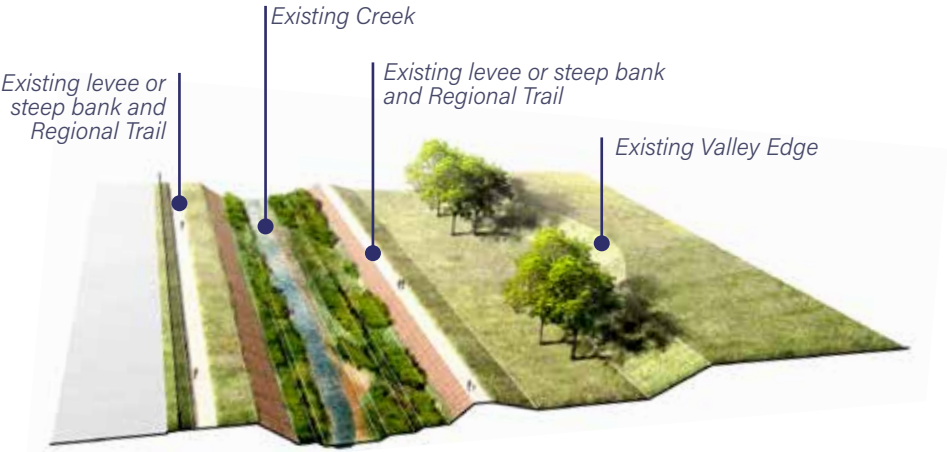
LEGEND

- Future Community / Creek Connections
- Colorado Springs City Limits
- Watershed Boundary
- Streams and Waterways
- Project Study Area

Maintain and restore functioning floodplains along all streams within the watershed. Potential improvement areas indicate opportunities to connect the community to the creeks using the prototypes on the following page.

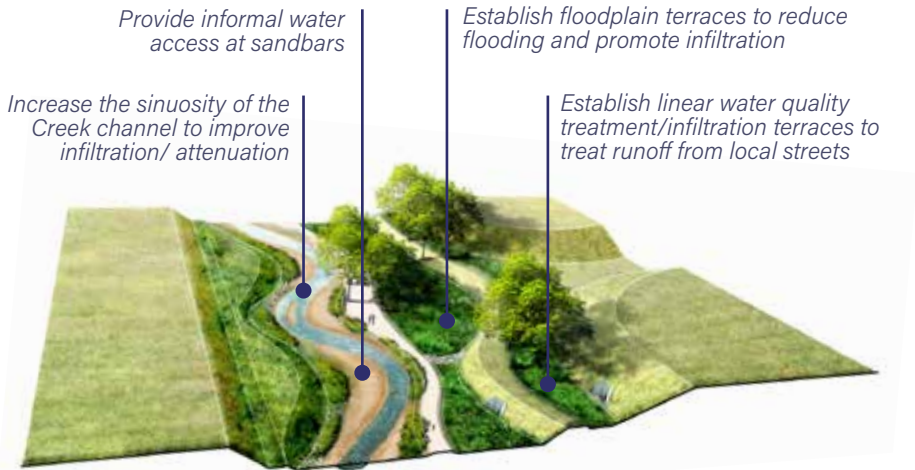
Existing Channel Conditions

Both Monument and Fountain Creeks have been channelized or confined between levees. They no longer have functioning floodplains which limits their natural flood storage and water quality treatment potential.



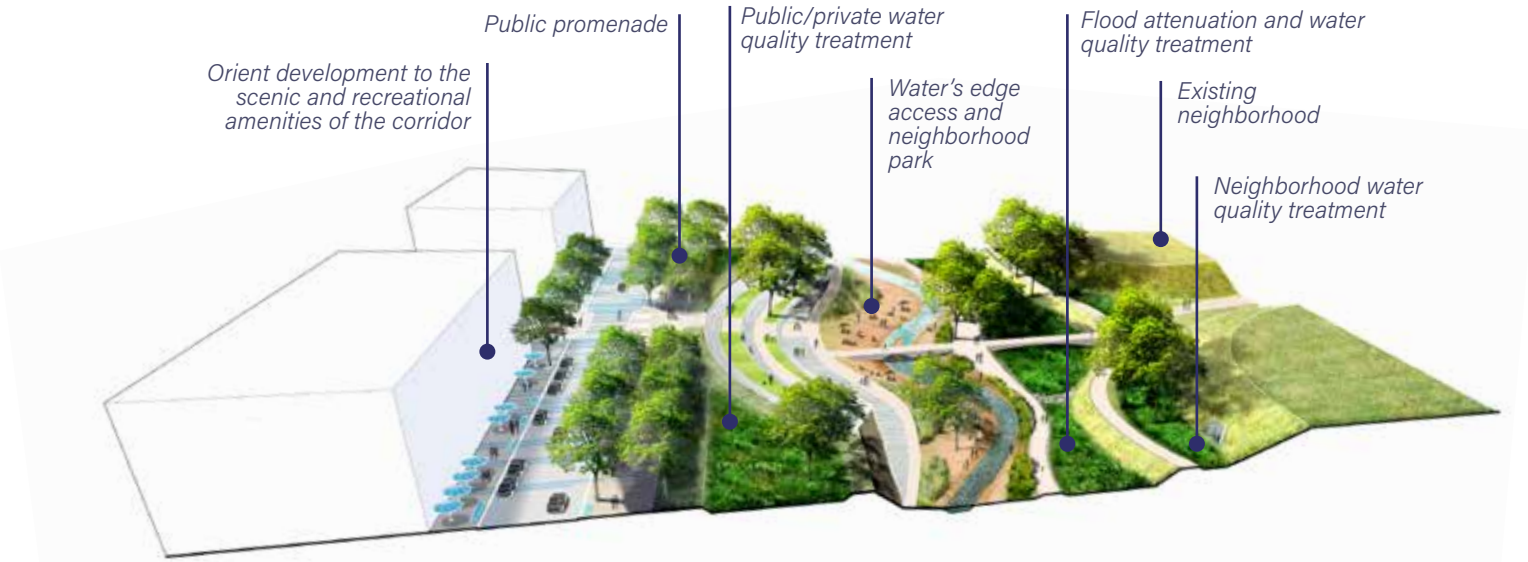
Reestablish Functioning Floodplains

To the degree possible, restore the sinuosity of the creek channel and reestablish floodplain terraces that improve the multiple natural functions lost when the streams were channelized.



Improve Neighborhood Connections and Encourage Redevelopment

Provide for and encourage multiple opportunities to access the water’s edge for nature and water-based recreation. Promote existing and new development orientation towards the corridor to take advantage of scenic and recreational access.



PRIMARY PLAN RECOMMENDATIONS

A Continuous Linear Greenway

The Monument and Fountain Creeks corridor would become a continuous multi-functional, multi-beneficial greenway leveraging foundational aspects of the Legacy Loop and Pikes Peak Greenway. Natural functions of the creek would be restored, while maintaining the corridor’s important role as one of the city’s primary storm water conveyances. A seamless network of trails would support multiple options for access to the waterways and to the natural qualities of the corridor. Both existing and new neighborhoods would orient toward the corridor and connect directly to its natural and recreational assets.

Five New and Revitalized Parks

The greenway corridor would be punctuated by five major parks with naturalized riparian areas in between. Monument Valley Park, revitalized, restored, and supplemented with the new neighborhood parks, anchors the north end of the visioning corridor. The southern end of the visioning corridor is defined by a new linear park with multiple recreational opportunities for the existing Mill Street and adjacent neighborhoods, plus a formalized new gateway entry into downtown from the south.

Implementation

Colorado Springs expects continued and substantial population growth over the next twenty (20) years which makes sustainable waterway development critical. Final design, funding, and implementation of this vision would rely on community leadership through coordinated efforts between landowners and municipal agencies – all timed alongside funding opportunities via local, state, federal, and philanthropic sources. This vision seeks to align various planning efforts and impacts upon creeks. As a result of new infusion of federal dollars across the country, previously unavailable funds may accelerate projects in the first five (5) years for vision implementation.

Immediate Steps

Priority actions for the first twelve (12) months include alignment with the City of Colorado Springs and partners, engaging the community, developing financial strategies and preparing grant application materials, establishing a 501(c)3, as well as forming techniques and timelines for final engineering, design, and permitting of short-term projects.

Short-Term Projects

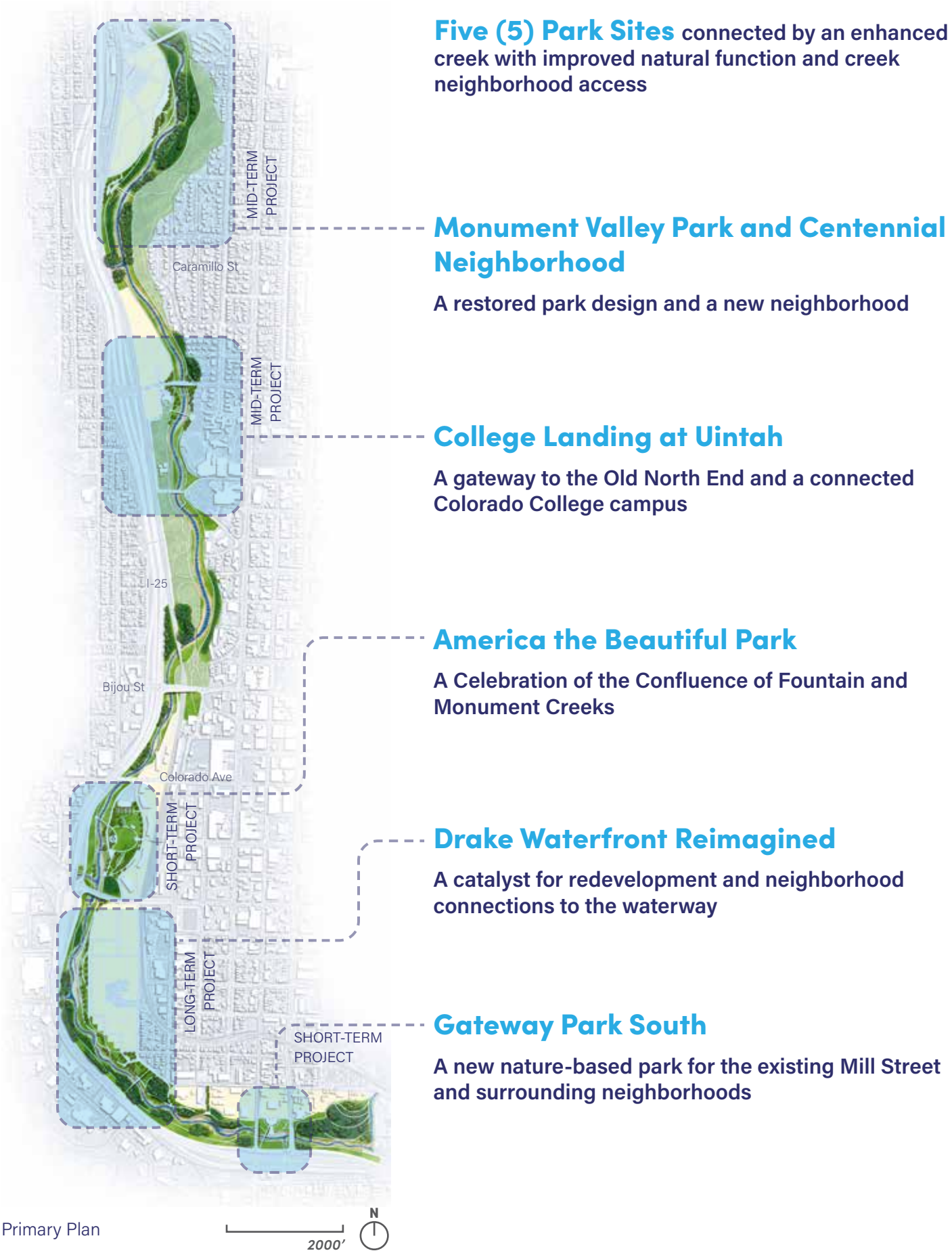
Within five (5) years, the short-term projects will be constructed. This vision identifies two (2) short-term projects that would redefine the southwestern corner of downtown Colorado Springs: America The Beautiful Park (ATB) and Gateway Park South. The projects will leverage current and near-term Community Development, Stormwater Enterprise, and Parks initiatives in coordination with economic renewal/development opportunities.

Mid-Term Projects

Projects with a mid-term horizon will be completed in coordination with planned development and creek related projects throughout the corridor. The mid-term projects identified are Monument Valley Park and Centennial Neighborhood and College Landing at Uintah. Planning for the Monument Valley Park and Centennial Neighborhood will be underway with potential land preparation activities and development planning in process. College Landing at Uintah is anticipated to be a multi-phase effort as there is private landownership, including Colorado College, which must function within the College’s existing master plan.

Long-Term Projects

Projects like Drake Waterfront Reimagined with a longer horizon (20 years) will rely heavily on major community planning and development activities in Colorado Springs. The decommissioning of the Drake Power Plant will require substantial planning and permitting efforts, as well as redevelopment planning. This vision assumes that the site will ultimately be developed to serve a variety of residential and commercial needs. This vision calls for an engaged creekside land use regardless of the intensity of redevelopment efforts.



Section 2: A Multi-Purpose Corridor

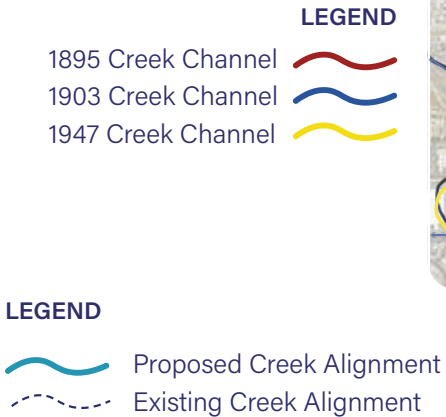
RESTORE THE CREEK CHANNEL

As highways and railroads were constructed for a booming population, creeks were altered to accommodate the growth. The watershed features and natural characteristics of Fountain and Monument Creeks were straightened and narrowed. As a result, stream flows, storm runoff, and base follows increased, destabilizing streambeds and diminishing their ability to infiltrate rainfall, replenish groundwater, store sediment, and remove pollutants from stormwater. Moreover, their ability to support diverse and abundant wildlife was greatly diminished.

The restoration of the creek’s natural functions would include widening stream channels and improving sinuosity. This serpentine shape would reverse decades of change to: restore floodplain terraces; slow runoff rates to promote infiltration; reduce channel erosion; and remove urban pollutants from storm runoff. Highly sedimented streams with steep slopes, such as Monument and Fountain Creeks, naturally develop multiple channel threads that encourage sediment drop in a characteristic braided pattern. These braiding deposit patterns encourage small areas of ponding that support ecological diversity.

An indicator of success will be the restoration of natural braiding and observation of biological resurgence. It is expected this success will coincide with the widening of the channel and modification of the levees. The vision anticipates that this would be observable in areas of new creek alignment as creek beds widen and water slows through floodplain terraces.

Image (right): The historic creek alignment changes over time illustrating the sinuous natural qualities of the creek prior to the construction of the levees.

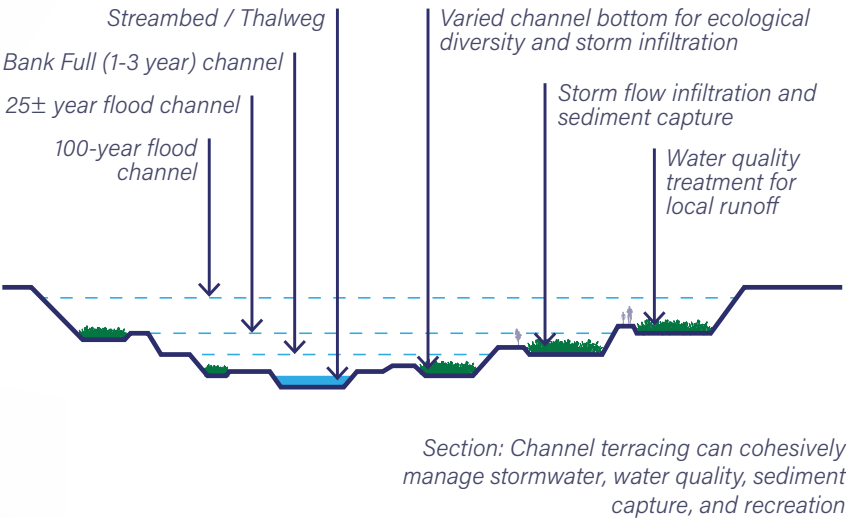


WATER QUALITY AND SEDIMENT MANAGEMENT

The City of Colorado Springs has identified nonpoint source pollution as a significant problem. This pollution consists of contaminants from streets and developments that are carried to urban rivers and streams, including Monument and Fountain Creeks. Nonpoint source pollution negatively impacts the quality of stream flows. It is a municipal priority, and a federal mandate, to improve the quality of storm runoff. An effective way to reduce nonpoint source pollution is to mimic natural stream processes through biofiltration and other natural, more passive, means of water quality treatment before it enters rivers or streams.

An important aspect of this vision, and an integral part of restoring the natural floodplain functions, is the integration of an extensive system of water quality treatment areas. To minimize the potential for regular maintenance due to sedimentation, local water quality treatment areas from adjacent neighborhoods and districts would be located at an elevation that rarely experiences flooding, and other water quality treatment areas intended to attenuate and infiltrate storm flows from the creek would be located at an elevation that would be inundated only during large flood events. Sediment basins would be strategically located to allow regular sediment removal at points where the channel widens and deposition occurs.

This vision plan proposes approximately twenty-five (25) acres of new floodplain and water quality improvement areas.



SELECTIVELY REMOVE AND RELOCATE LEVEES

The original plan for the City of Colorado Springs was organized around a network of parks and parkways, including the development of Monument Valley Park, located along Monument Creek. The park's plan recommended extensive landscape improvements, trails, and multiple crossings of the creek, making the creek one of the park's central features. The concepts are illustrated in a park master plan prepared by Charles Levitt in 1903. Monument Creek flooded on a regular basis, causing minor damage to park improvements. In 1935, a much larger flood caused extensive damage, and in response, to protect the park and adjacent neighborhood developments from further damage, levees lining the creek were constructed by the Civilian Conservation Corps. Although the levees have been effective at containing flood events, they create a significant barrier between the creek and the park and compromise the original park plan which integrated the sinuous creek channel into the park as a central feature.

The National Park System (NPS) conferred recognition of Monument Valley Park on the National Register of Historic Places. There are various types of historic stone used, including Manitou Green Stone and concrete slabs from the 1960's. It is expected that formal evaluation by a historic preservation specialist will be required to determine not only what is historic, but what sections of the walls and levees contribute to the NPS Historic Register.

As part of this proposed vision and strategy for Monument Valley Park, selected portions of the levees would be removed or relocated to reestablish the park's original relationship to the creek. Removal would be strategic, without damaging or compromising other historically significant park elements, while continuing to protect historic park areas and adjacent development from flooding. The most significant removal and relocation would be at the northern, most rural portion of the park. The pastoral qualities of the original creek would be mimicked and the original relationship of trails, stream access and crossings, and passive uses restored. Downstream, at key channel crossings and at points where the levees create a barrier between existing historic park uses, small portions of the wall would be removed or modified to provide direct channel access and enhance pedestrian crossings.

- LEGEND
- Existing Levee
 - Proposed Levee Removal
 - Proposed Levee Alignment

TRAIL CONNECTIONS

The vision for the Monument and Fountain Creek corridor includes approximately twenty-three (23) miles of trails, eighteen (18) neighborhood connections, and nine (9) pedestrian creek crossings. The trails provide opportunities for short meanders and long treks to connect important destinations such as the U.S. Olympic and Paralympic Museum, Monument Valley Park, Sondermann Park, Downtown Stadium, Colorado College, and neighborhoods such as Old North End, Indian Heights, Westside, Downtown, Mill Street, and Shooks Run.

The existing and proposed trails and connections leverage the Legacy Loop and Pikes Peak Greenway. Critical east-west trail connections are incorporated into the vision. Enhancements for commuting cyclists include better sight lines and separation from recreational users. The trail system consists of a hierarchy of promenades, boardwalks, primary trails, and secondary trails.

The trail system of Fountain and Monument Creeks improves stewardship opportunities for our creeks and adjoining lands, bridging them into the public mainstream, promoting sustainable quality of life, and fostering environmental renewal.

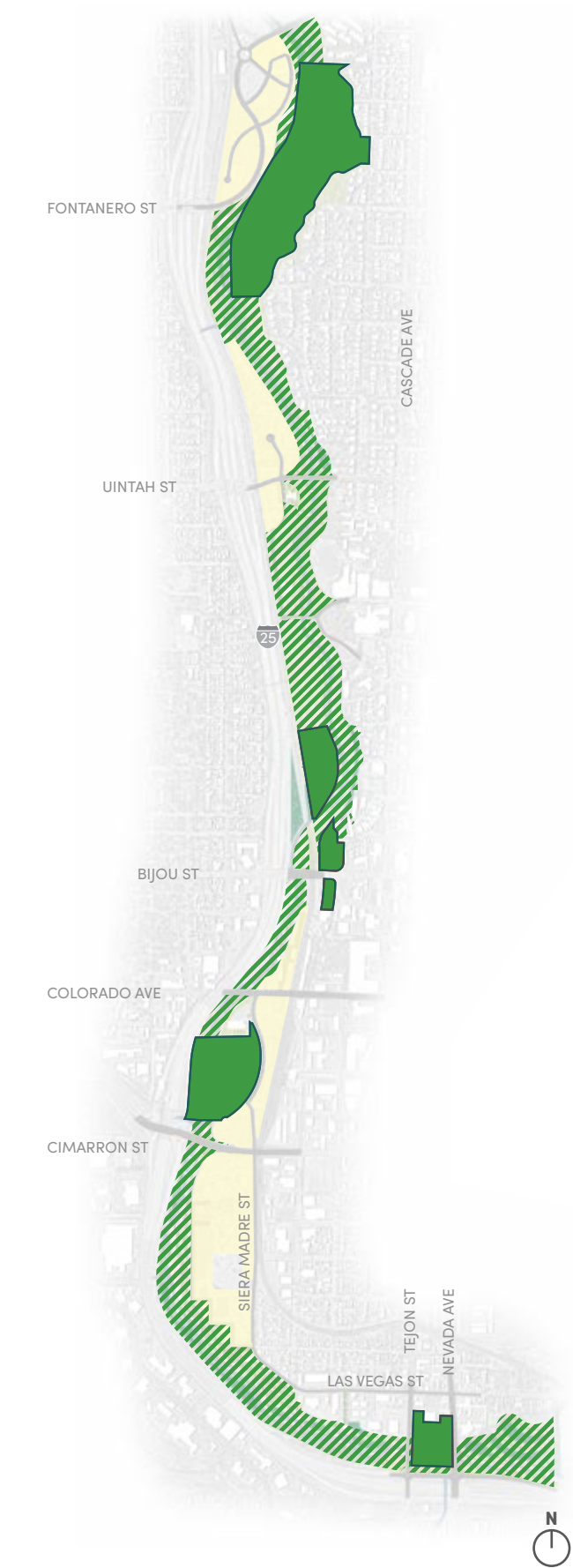
- LEGEND
- Primary Trails
 - Neighborhood Trail Connections
 - River Promenade
 - Multi-modal Access
 - Neighborhood Access
 - Pedestrian Crossings

EXPANDED PARK NETWORK

Protecting and enhancing the waterway increases natural and parkland opportunities. Curated parks would provide recreational space for local residents and tourists. Increasing outdoor recreational opportunities within Colorado Springs adds value to the already robust tourism industry by encouraging visitors to experience the intrinsic qualities of the great Colorado Front Range, right in the heart of the city.

The vision proposes a new park network, made possible because much of the corridor is publicly owned. Ongoing management and maintenance will be provided by a single entity, such as the Parks Department. Funding for ongoing maintenance will be generated through the economic development activities and captured through special districts or other agreements established through the development process. The development community will be a partner to the City of Colorado Springs in managing the waterfront amenities.

Funding to establish the creekside parkway will be generated through economic investment opportunities including special districts, private investment, and philanthropic funding, as well as state and federal funding.



REDEVELOPMENT OPPORTUNITIES

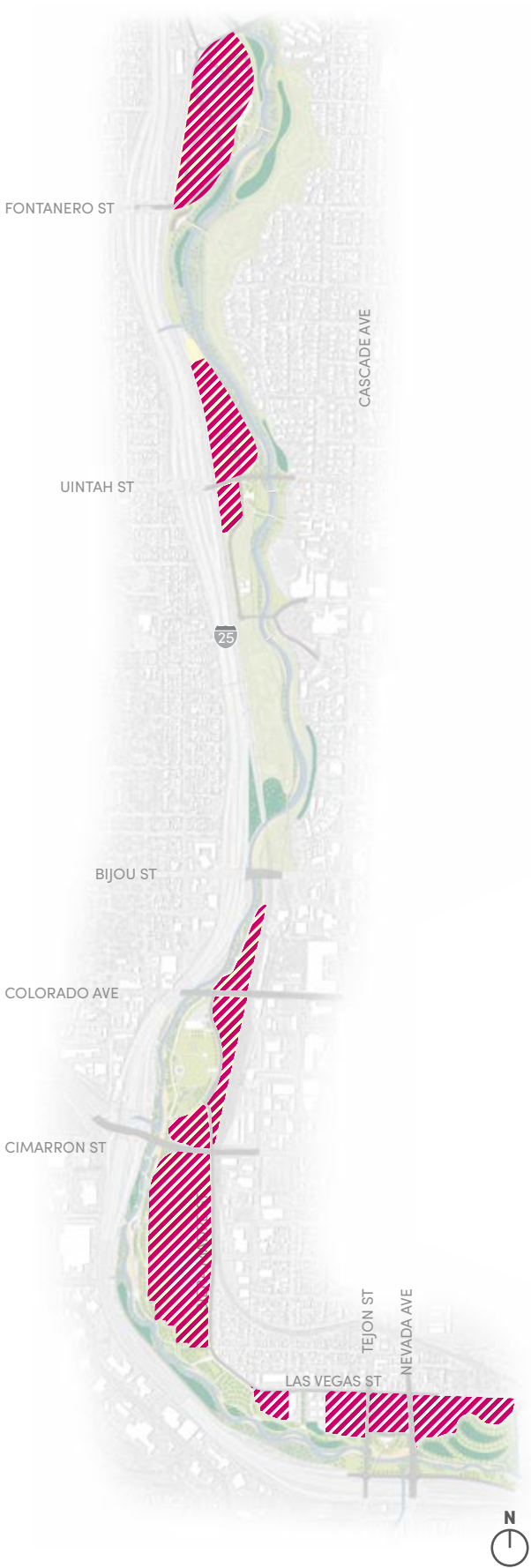
Throughout the corridor visioning process, land use and related development implications emerged as future alternatives that could add vitality to Fountain and Monument Creeks. Redevelopment areas throughout the corridor are designed to support recommendations of the revitalization as well as the Plan Colorado Springs' (PlanCOS) objectives: Vibrant Neighborhoods, Unique Places, Thriving Economy, Strong Connections, Renowned Culture, and Majestic Landscapes.

Development of these areas is instrumental to the success of this vision's key principles for a holistic greenway and are vital to the success of the larger PlanCOS goals. Opportunities for redevelopment will:

- Improve connectivity to neighborhoods both within and across the watershed;
- Enhance accessibility to green infrastructure improvements not seen in the corridor;
- Facilitate access to downtown in support of key City for Champions projects and other economic vitality projects;
- Reflect the cultural and artistic interests of Colorado Springs; and
- Add options for multi-modal connections to downtown and historic neighborhoods.

These redevelopment opportunities foster economic support by creating investment in both the existing neighborhoods and future development in order to generate forward thinking, sustainable growth, housing needs, and economic progress.

The vision estimates approximately twenty-five (25) acres of new development and one-hundred and fifty-eight (158) acres of redevelopment opportunities.



CONNECTED CORRIDORS - NORTH



CONNECTED CORRIDORS

Key corridor investment would create large-scale connective improvements that are watershed-wide, to smaller, more site-specific connective improvements which bind revitalized parks together for increased access and opportunity. These connections not only strengthen the greenway recommendations for sustainable growth, but also support the framework for a regional context that can extend beyond the corridor. The areas between park sites highlight the significance of trail connections, riparian habitat, water quality floodplain terraces, and creek activation for outdoor education and stewardship.

1 Monument Valley Park North

- Western levee realigned closer to the highway to restore a functioning floodplain, creek sinuosity, and add water quality terraces
- Informal trails within valley edges increase interaction with the creek and respect riparian habitat
- Improved connections to the Old North End Neighborhood and corridor

2 Monument Valley Park South

- Historic elements are highlighted and enhanced while continuing to establish a functioning floodplain
- Realigned pedestrian bridge over Monument Creek to strengthen the connection between Formal Gardens and Tahoma Springs as historic landmarks
- Expanded railroad bridge allows for improved pedestrian connectivity
- Underused land near the railway is reclaimed as a large water quality treatment area for highway run-off
- Linear water quality along the eastern edge treats run-off from adjacent neighborhoods

CONNECTED CORRIDORS - SOUTH



3 Old Depot Triangle

- Industrial area between the Old Depot and the Creek repurposed as a development with new vehicular access, expanded parking, and outdoor gathering area for arts festival or beer garden
- Pedestrian promenade cantilevers over Monument creek under Colorado Ave, connecting to America the Beautiful Park

4 Tejon Wetlands

- Creek sinuosity is dramatically improved between the new Drake Waterfront and Gateway South Park
- Floodplain terraces create large water quality treatment areas for adjacent neighborhoods, expand trail networks, and provide water access and outdoor education opportunities

5 Shook's Run

- Eleven (11) acre parcel at the confluence of Fountain Creek and Shook's run is transformed into a water quality treatment park where terraces and elevated trails pull water from the creeks and adjacent developments to be cleaned before re-entering the waterway
- Emphasis on riparian habitat, passive recreation, and outdoor education create a terminus for the urban greenway corridor

LEGEND

- Creek Channels
- Water Quality / Passive Recreation
- River Edge / Riparian Planting
- Proposed Greenspace
- Existing Greenspace
- Redevelopment Opportunity
- Neighborhood Access
- Trail Connection

A RESTORED FLOODPLAIN



Enhanced natural functions, improved stormwater management, and expanded recreation opportunities

Restoring the natural functions of the floodplain would improve water quality from storm runoff, reduce flood risk, and increase groundwater recharge. Floodplain terraces would be re-established to create a range of native plant communities and wildlife habitats, while allowing for more diverse and extensive passive- and nature-based recreation uses.

- 1 Restore creek sinuosity to improve aquatic habitat and groundwater recharge.
- 2 Design erosion control structures to encourage safe access to the water.
- 3 Restore floodplain terraces to increase ecological diversity and support a broader range of stream risk management goals.
 - 3a Low terraces contain smaller storm events and support diverse riparian plant communities.
 - 3b Intermediate terraces capture and infiltrate flows from larger storms and store sediment.
 - 3c Upper terraces capture and infiltrate runoff from neighborhoods to improve water quality.
- 4 Trails: water-based and nature-based recreation uses extend throughout the corridor.
 - 4a Lower terrace recreation uses are limited to rustic trails and multi-functional channel structures.
 - 4b Intermediate terraces include a variety of trails, passive recreation uses, and adventure sports.
 - 4c Upper terraces allow for traditional neighborhood and urban parks, and passive uses.

Section 3: Five New and Revitalized Parks

FIVE NEW AND REVITALIZED PARKS - OVERVIEW



Monument Valley Park and Centennial Neighborhood

A restored park design and a new neighborhood

Mid-Term Project:
General Palmer’s original concept for a pastoral, natural park along a free-flowing stream will be restored on the north end of Monument Valley Park while a new park and neighborhood is defined west of the creek at the existing Fontanero Maintenance Yard.



College Landing at Uintah

A gateway to the Old North End and a connected Colorado College campus

Mid-Term Project:
Modifying existing walls that confine Monument Creek creates a defining entrance for both the Colorado College Campus and Downtown. Moreover, this establishes a gathering place along the creek that unifies Monument Creek Park and the campus.



America the Beautiful Park

A Celebration of the Confluence of Fountain and Monument Creeks

Short-Term Project:
The original vision for America The Beautiful Park will be realized by restoring Monument Creek’s primary access for paddle sports, tubing, and enjoyment of its natural qualities.



Drake Waterfront Reimagined

A catalyst for redevelopment and neighborhood connections to the waterway

Long-Term Project:
Fountain Creek’s fifty (50) feet of elevation change between Cimarron Street and Mill Street will be utilized for paddle sports, tubing, and informal water play. A series of riffles, small drops, and pools framed by terraces and groves, form an urban edge to the new Drake neighborhood.

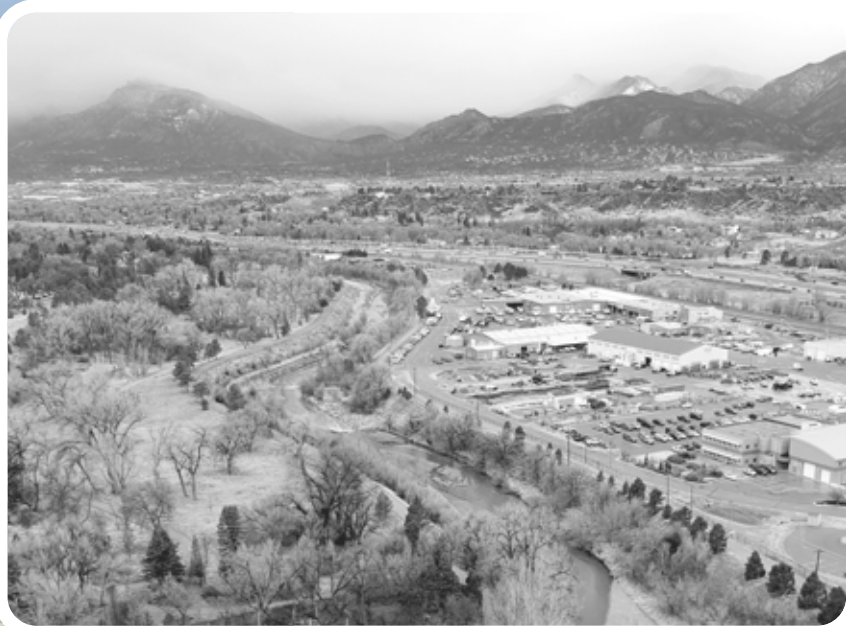


Gateway Park South

A new nature-based park for the existing Mill Street and surrounding neighborhoods

Short-Term Project:
The Fountain Creek corridor creates a new linear park celebrating the natural qualities of the creek and the potential for nature- and water-based recreation. A revitalized Dorchester Park is a central neighborhood gathering place and gateway to the Downtown from the south.

MONUMENT VALLEY PARK (MVP) AND CENTENNIAL NEIGHBORHOOD



Existing conditions

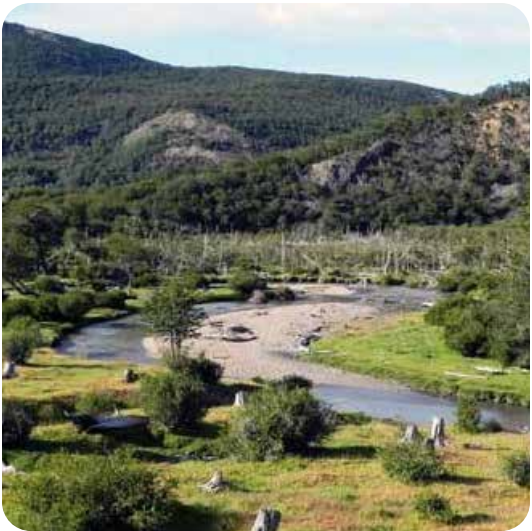
- 1 **River Beach** provides access and direct interaction with the creek
- 2 **River Access Sloped Lawn Terraces** define additional recreational spaces
- 3 **Low Flow Crossing** connects Old North End and western neighborhoods
- 4 **River Plaza** is a multi-purpose space near the creek for residents
- 5 **Pedestrian Promenade** integrates new areas to existing trails and open spaces
- 6 **Water Quality Open Space** developed as a public-private partnership

MVP AND CENTENNIAL NEIGHBORHOOD

- 1 **River Beach** provides access and direct interaction with the creek
- 2 **River Access Sloped Lawn Terraces** define recreational spaces
- 3 **Low Flow Crossing** connects Old North End and western neighborhoods
- 4 **River Plaza** is a multi-purpose space near the creek for residents
- 5 **Pedestrian Promenade** integrates new areas to existing trails and open spaces
- 6 **Water Quality Areas and Boardwalks** establish natural riparian areas
- 7 **Flexible Plaza and Open Lawn** offer passive use and open space
- 8 **Lower Trail** enables seasonal access to lower creek areas
- 9 **Future Development Areas** fosters residential and commercial opportunities
- 10 **Existing Electrical Substation to Remain**
- 11 **Levee Removal / Relocation** in selective locations for floodplain management
- 12 **New Pedestrian Bridge** creates critical east-west connection for all
- 13 **Reshaped Trailhead and Creek Access** improves mobility and use of trail system



Land use, waterways, and park space are re-envisioned to pay homage to the values of public space in Colorado Springs as pioneered by General Palmer. This project site celebrates the creek areas around Monument Valley Park, restoring the creekside pastoral qualities imagined over a century ago. New opportunities include reclaimed land for development and restored natural corridor for active and passive recreation. The design explores opportunities for multi-purpose infrastructure that benefits the creek ecosystem, stormwater, and community. Geographically, this section follows the Monument Creek corridor from Popcycle Bridge south to Fontanero Street including the Fontanero Service Yard and a portion of Monument Valley Park.



Restored floodplain terraces



Development oriented towards the creek



Public pedestrian promenade edge

POTENTIAL FUNDING SOURCES

- Public funding will include municipal funding, state agency opportunities, and federal agency programs focused on specific outcomes
- Philanthropic funding and granting organizations will be critical partners in the visioning and specific elements
- Private funding sources will leverage the planned public investment to create new neighborhoods and supporting development

FUNDING OPPORTUNITIES

- Environmental and riparian restoration
- Residential / commercial development opportunities
- Artistic and cultural interests
- Stormwater and floodplain management
- Recreational opportunities



Corridor Key Map

COLLEGE LANDING AT UINTAH



Existing conditions

- 1 **River Beach** invites access and direct interaction with the creek
- 2 **River Access Sloped Lawn Terraces** create study and social spaces
- 3 **Low Flow Crossing** emphasizes cross-creek connection and exploration
- 4 **Upper Plaza** connects students to corridor and provides views
- 5 **River Amphitheater and Stage Deck** promotes performance and education
- 6 **New Pedestrian Bridge** unites campus areas across the creek



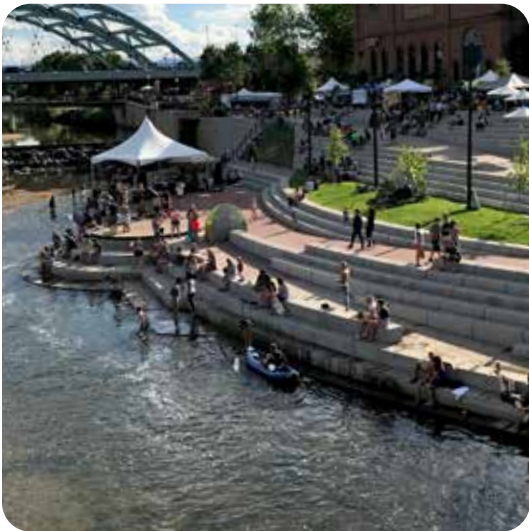
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- 4 **Upper Plaza** connects students to the corridor and provides views
- 5 **River Amphitheater and Stage Deck** promotes performance and education
- 6 **New Pedestrian Bridge** unites campus areas across the creek
- 7 **Water Quality Areas** treat stormwater from adjacent neighborhoods
- 8 **Lower Trail** provides seasonal access to lower creek areas
- 9 **Future Development** utilizes park and creek
- 10 **Van Briggle Building to Remain** with future use
- 11 **Pikes Peak Greenway Trail** with enhanced trail connectivity
- 12 **Existing Lawn to Remain** for continued recreational use
- 13 **Enhanced Connection to College** brings students and faculty efficiently through campus



As the primary entry to Colorado College’s campus and Old North End Neighborhood, this area should celebrate the educational and historical heart of Colorado Springs. The creek brings together the campus and southern end of Monument Valley Park to provide a destination for leisure activities and campus ceremonies along the creek, while maintaining the continuity of natural systems.

This focus area section roughly follows Monument Creek corridor from north of Uintah Street south to Mesa Avenue including portions of Monument Valley Park and Colorado College.



River amphitheater and stage



Lawn terraces



Interconnected pathways for cyclists & pedestrians

POTENTIAL FUNDING SOURCES

- Colorado College, philanthropic funding, and granting organizations will be critical partners in the visioning and specific elements
- Public funding will include municipal funding, state agency opportunities, and federal agency programs focused on specific outcomes
- Private funding sources will be keenly interested in the opportunities for Colorado College students and Old North End Neighborhood residents

FUNDING OPPORTUNITIES

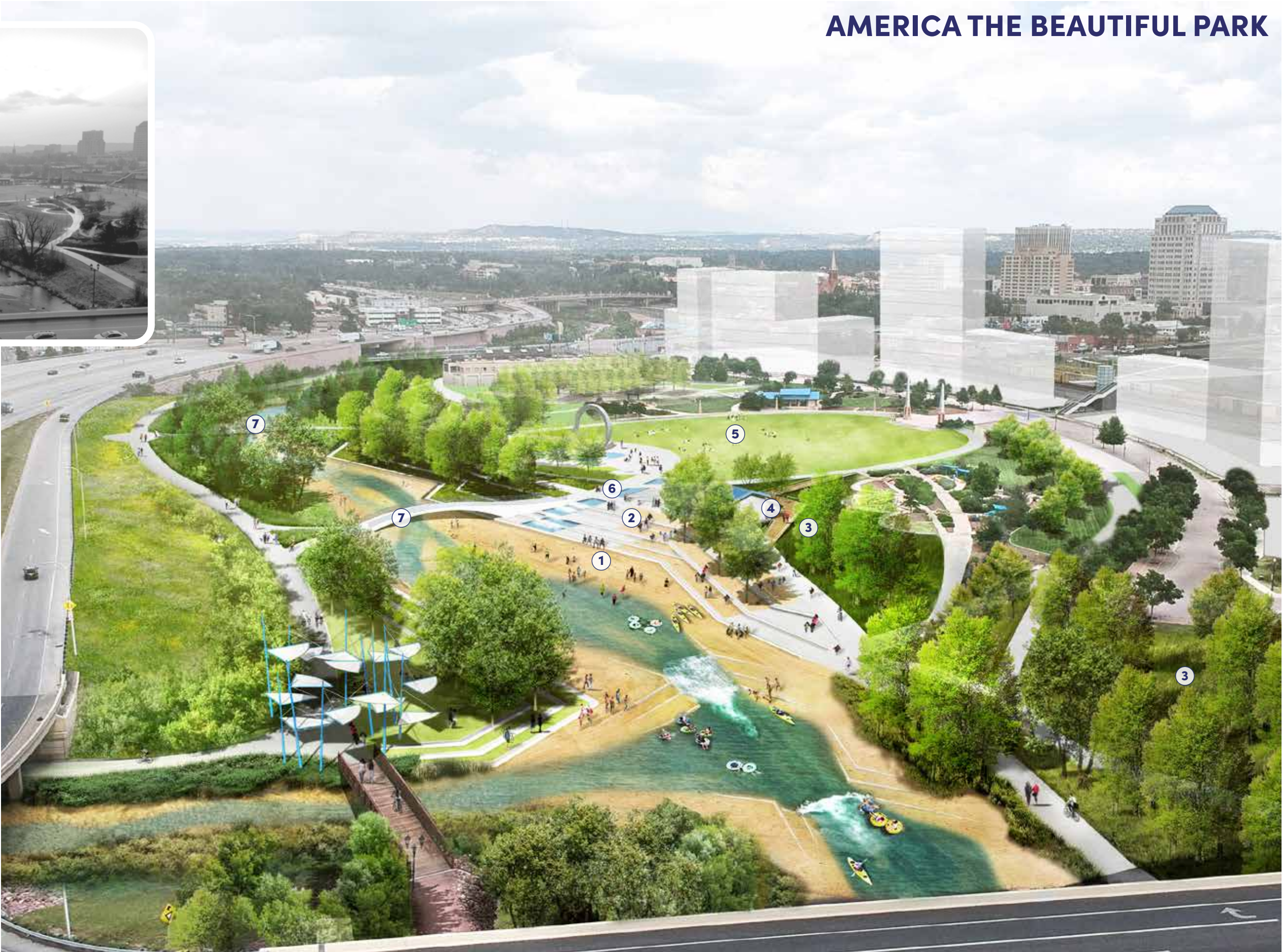
- Environmental and riparian restoration
- Residential / commercial development opportunities
- Artistic and cultural interests
- Stormwater and floodplain management
- Recreational opportunities

AMERICA THE BEAUTIFUL PARK



Existing conditions

- 1 **River Beach** offers access and direct interaction with the creek
- 2 **River Access Terraces** create creekside seating to view watersports
- 3 **Water Quality Area and Boardwalk** provide dynamic wildlife viewing
- 4 **Restroom, Changing Area, and Plaza** used by families and downtown tourism
- 5 **Existing Lawn** enhanced by robust programming of festival and events
- 6 **Existing Julie Penrose Fountain with Terraced Expansion**
- 7 **New Pedestrian Bridges** unites east and west while opening visual corridor



AMERICA THE BEAUTIFUL PARK

- 1 **River Beach** offers access and direct interaction with the creek
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- 3 **Water Quality Area and Boardwalk** provide dynamic wildlife viewing
- 4 **Restroom, Changing Area, and Plaza** used by families and downtown tourism
- 5 **Existing Lawn** enhanced by robust programming of festival and events
- 6 **Existing Julie Penrose Fountain with Terraced Expansion**
- 7 **New Pedestrian Bridges** unite east and west while opening visual corridor
- 8 **Permeable Parking / Festival Court** treats stormwater and expands programs
- 9 **Future Development** by private investment utilizes park and creek
- 10 **Existing U.S. Olympic Building** will flourish as development of area continues
- 11 **Cantilevered Promenade under Colorado Avenue** connects to Downtown
- 12 **Terraced Lawn and Confluence Access** invites visitors with signature canopy
- 13 **Relocated Turnaround** (roadway alignment TBD with parcel development)
- 14 **Existing Pedestrian Bridge leads to U.S. Olympic & Paralympic Museum**



America the Beautiful Park is honored as a premier downtown amenity space established with its inception almost thirty (30) years ago in the 1992 Downtown Action Plan.

The confluence of Monument and Fountain Creeks has strong potential to stimulate further investment and create a more cohesive urban fabric from the downtown core to creekside. This will be the entry point for water activities such as fishing, tubing and stand-up paddle boarding. This will become a central recreation point for downtown residents and tourists visiting the Pikes Peak Region.



River beach creek access



Water quality boardwalks



Recreational water access and put-in

POTENTIAL FUNDING SOURCES

- Public funding including municipal, state agency, and federal agency programs
- Philanthropic funding and granting organizations
- Private funding sources

FUNDING OPPORTUNITIES

- Environmental and riparian restoration
- Residential / commercial development opportunities
- Artistic and cultural interests
- Stormwater and floodplain management
- Recreational opportunities



DRAKE WATERFRONT REIMAGINED



Existing conditions

- ① **River Beach** builds access and direct interaction with the creek
- ② **Creek Access Terraces at Drop Structures** create river access for all
- ③ **Stepped Seating and Lawn Terraces** dedicates space to socialize and recreate
- ④ **Water Quality Areas and Boardwalks** receive and treat stormwater
- ⑤ **Pedestrian Promenade** connects new areas to existing trails
- ⑥ **Flexible Sloped Lawn** forms a new creekside space to interact and relax

DRAKE WATERFRONT REIMAGINED

- 1 **River Beach** builds access and direct interaction with the creek
- 2 **Creek Access Terraces at Drop Structures** create river access for all
- 3 **Stepped Seating and Lawn Terraces** dedicates space to socialize and recreate
- 4 **Water Quality Areas and Boardwalks** receive and treat stormwater
- 5 **Pedestrian Promenade** connects new areas to existing trails
- 6 **Flexible Sloped Lawn** provides new creekside space to socialize and relax
- 7 **Primary Tubing / Watersports Takeout at River Beach**
- 8 **Pikes Peak Greenway Trail** provides safe access for pedestrians and cyclists
- 9 **New Roadway with Development Access** connects neighborhoods
- 10 **Future Development** determined through separate visioning process
- 11 **Existing Electrical Substation to Remain**
- 12 **New Pedestrian Bridge** spans creek banks and gives access to new areas
- 13 **Restroom, Plaza, and Loading Zone** located at secondary water takeout point



As the historic Drake site undergoes an extensive planning process, new possibilities must be considered for recreation, development, water quality, and habitat along the approximate one-mile of neglected and forgotten creek frontage. This project calls for engaged creekside land use and the reconnection of the Mill Street Neighborhood, following Fountain Creek from Cimarron Street south and east to Las Vegas Street.

The creek's fifty (50) feet of vertical elevation change in this section will be utilized for paddle sports, tubing, and informal water-play. A series of riffles, small drops, and pools framed by terraces and groves form an urban edge to the new neighborhood.



Safe creekside access and water play



One mile water adventure zone



New community development with public edge

POTENTIAL FUNDING SOURCES

- Public funding will include municipal, state agency opportunities, and federal agency programs focused on specific outcomes
- Philanthropic and granting organizations are critical partners in the visioning and specific element
- Private funding will leverage public investment in site clean up

FUNDING OPPORTUNITIES

- Environmental and riparian restoration
- Residential / commercial development opportunities
- Artistic and cultural interests
- Stormwater and floodplain management
- Recreational opportunities



GATEWAY PARK SOUTH



Existing conditions

- ① **River Beach** offers a final one-mile float take-out
- ② **River Access Terraces** dedicate space for programmed activities and events
- ③ **Existing Historic Shade Structure** retains historical community significance
- ④ **Sloped Lawn** provides creekside opportunities to socialize and relax
- ⑤ **Flexible Plaza with Shaded Seating Edge** extends terrace programming
- ⑥ **New Signature Pedestrian Bridge** connects creek and park to Ivywild area
- ⑦ **New South Pikes Peak Greenway Trail** transfers commuters to westerly trails

GATEWAY PARK SOUTH

- 1 **River Beach** offers a final one-mile float take-out
- 2 **River Access Terraces** dedicate space for programmed activities and events
- 3 **Existing Historic Shade Structure** retains historical community significance
- 4 **Sloped Lawn** provides creekside opportunities to socialize and relax
- 5 **Flexible Plaza with Shaded Seating Edge** extends terrace programming
- 6 **New Signature Pedestrian Bridge** connects creek and park to Ivywild area
- 7 **New South Pikes Peak Greenway Trail** transfers commuters to westerly trails
- 8 **Terraced Lawn Seating** adds additional recreational and social spaces
- 9 **New Roadway with Parking and Drop-Off** creates access into site
- 10 **Future Development** utilizes park and creek
- 11 **Water Quality Areas** enhance riparian zones and treat stormwater
- 12 **Pikes Peak Greenway Trail** provides safe means of walking and biking
- 13 **New Low Flow Crossing** extends south trail connections
- 14 **Riparian Planting** provides critical ecological habitat



This is a vital renewal effort for the southern gateway into Downtown Colorado Springs. Designed around the existing historic structure, a revitalized and reconstructed park provides a central gathering place for the south-end as part of a comprehensive redevelopment of the park. The site functions as the final takeout along the one-mile instream water course. Significant social issues are integral to the overall planning effort for this site and the adjacent creek.

This site follows the Fountain Creek corridor between Tejon Street and Nevada Avenue. The space is activated through re-imagined seating, creek access, and circulation. New connections to the creek, trails, and community reinvigorate one of Colorado Springs' oldest parks.



Creekside sunning and programmatic area



Signature pedestrian bridge



Flexible plaza with shaded seating

POTENTIAL FUNDING SOURCES

- Public funding will include municipal funding, state agency opportunities, and federal agency programs focused on specific outcomes
- Philanthropic funding and granting organizations will be critical partners in the visioning and specific elements
- Private funding sources will support public initiatives and investment

FUNDING OPPORTUNITIES

- Environmental and riparian restoration
- Residential / commercial development opportunities
- Artistic and cultural interests
- Stormwater and floodplain management
- Recreational opportunities



ACKNOWLEDGMENTS

This vision has been made possible exclusively by a Lyda Hill Philanthropies grant. The significance of re-envisioning the Fountain and Monument Creek corridors in Colorado Springs cannot not be overstated as Colorado Springs continues to evolve and grow. The leadership of Lyda Hill Philanthropies to develop an approach that reconsiders natural creek function, creekside recreation, economic vitality and placemaking has provided the opportunity for a robust community discussion about the future of all of our communities’ creeks.

Consultant Team

The Greenway Foundation

Jeff Shoemaker, Executive Director
Ryan Aids, Deputy Director
Courtney Benson, Project Associate

N.E.S. Inc.

Chris Lieber, Principal
Christine Lowenberg, Planner
Jon Romero, Associate
Bryn Iten, Landscape Architect

ECI Site Construction Management, Inc.

Ted Johnson, President
Travis Coulter, Vice President

Capitol Representatives

Marge Price, Principal
David Howlett, Principal

Leadership Team

Pam Shockley Zalabak
Jan Martin
Dolly Wong
Jeff Shoemaker, Greenway Foundation
Chris Lieber, N.E.S. Inc.

Wenk Associates, Inc.

Bill Wenk, Principal
Nicole Horst, Principal
Kalyn Crosier, Associate Landscape Architect
Cale Wagner, Urban Designer

Critical Stakeholders Interviewed During Development of this Vision

Fountain Creek Watershed District	Lane Foundation	Pikes Peak Community Foundation
Colorado College	Bloom Foundation	Aiken Audubon
Norwood Development Group	Downtown Partnership and Downtown Development Authority	Pikes Peak Outdoor Recreation Alliance
Colorado Water Trust	Park Union Metro District	Historic Preservation Alliance
Innovative Conservation Solutions	Colorado Springs Chamber and Economic Development	Trout Unlimited
Nature Conservancy	Visit Colorado Springs	Palmer Land Conservancy
Great Outdoors Colorado	Pikes Peak Real Estate Foundation	Past Greenway Fund Board members including Gary Barber, Andrea Barker, David Lord, Shawn Holveck
Trails and Open Space Coalition	Rocky Mountain Field Institute	Various Community Organizations
Legacy Institute		

Special Acknowledgment: The project team built upon decades of initiatives, studies, and implementation projects made possible by “watershed warriors” that included countless City of Colorado Springs staff, Colorado Springs Utilities staff, Fountain Creek Watershed District, volunteers, and philanthropists.

This vision builds upon the work of the following previous studies:

- A Master Plan for the Pikes Peak Greenway (1994)
- Survey of Critical Wetlands and Riparian Areas in El Paso & Pueblo Counties (2001)
- Monument Valley Park Master Plan (2005)
- Strategic Plan for the Fountain Creek Watershed (2009)
- Streamside Design Guidelines (2009)
- Remediation Scenarios for Attenuating Peak Floods & Reducing Sediment Transport in Fountain Creek, Colorado (2013)
- Colorado Springs Parks Master Plan (2014)
- Colorado Springs Drainage Criteria Manual Vol. 2 Stormwater Quality Policies, Procedures & BMPs (2014)
- Experience Downtown Colorado Springs (2016)
- Envision Shooks Run Corridor Facilities Master Plan (2017)
- Colorado Springs & The Pikes Peak Region Destination Master Plan (2018)
- Natural Solutions for a Communally Vibrant, Ecologically Resilient Fountain Creek – A Strategic Framework and Opportunities Analysis (2018)
- The 2019-2023 Statewide Comprehensive Outdoor Recreation Plan (2019)
- Mill Street Neighborhood Plan (2019)
- Plan COS Comprehensive Plan (2019)
- El Paso County Parks Master Plan (2013)
- Monument Creek Watershed Restoration Master Plan (2016)
- City Of Colorado Springs Water Resources Engineering Division Annual Report Of Activities (2016)
- Colorado Springs Stormwater Program – Implementation Plan (2016)
- Changes In Biological Communities of the Fountain Creek Basin, Colorado, 2003-2016, In Relation to Antecedent Streamflow, Water Quality, and Habitat (2017)
- The 2019-2023 Statewide Comprehensive Outdoor Recreation Plan (2019)



COS Creek Plan

— RESTORE | PLAY | THRIVE —

Fountain Creek Watershed Vision & Implementation Plan

*Learn more and stay engaged throughout the process at
<https://COSCreekPlan.org/>*

EXHIBIT 5

PROJECT GOALS AND OBJECTIVES

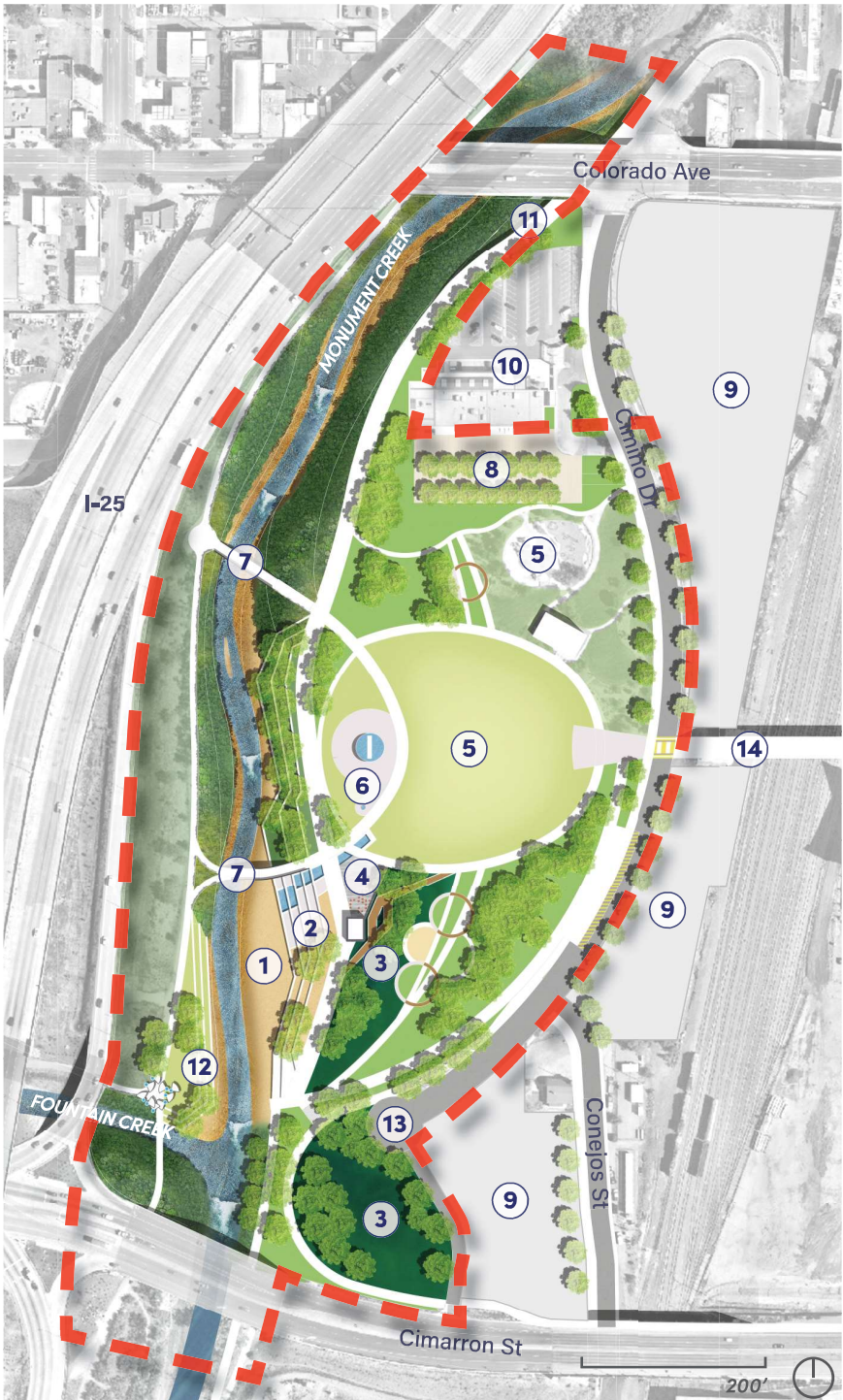
Starts On Next Page

AMERICA THE BEAUTIFUL PARK

- 1 **River Beach** offers access and direct interaction with the creek
- 2 **River Access Terraces** create creekside seating to view watersports
- 3 **Water Quality Area and Boardwalk** provide dynamic wildlife viewing
- 4 **Restroom, Changing Area, and Plaza** used by families and downtown tourism
- 5 **Existing Lawn** enhanced by robust programming of festival and events
- 6 **Existing Julie Penrose Fountain with Terraced Expansion**
- 7 **New Pedestrian Bridges** unite east and west while opening visual corridor
- 8 **Permeable Parking / Festival Court** treats stormwater and expands programs
- 9 **Future Development** by private investment utilizes park and creek
- 10 **Existing U.S. Olympic Building** will flourish as development of area continues
- 11 **Cantilevered Promenade under Colorado Avenue** connects to Downtown
- 12 **Terraced Lawn and Confluence Access** invites visitors with signature canopy
- 13 **Relocated Turnaround** (roadway alignment TBD with parcel development)
- 14 **Existing Pedestrian Bridge leads to U.S. Olympic & Paralympic Museum**



Corridor Key Map



America the Beautiful Park is honored as a premier downtown amenity space established with its inception almost thirty (30) years ago in the 1992 Downtown Action Plan.

The confluence of Monument and Fountain Creeks has strong potential to stimulate further investment and create a more cohesive urban fabric from the downtown core to creekside. This will be the entry point for water activities such as fishing, tubing and stand-up paddle boarding. This will become a central recreation point for downtown residents and tourists visiting the Pikes Peak Region.

GOALS & OBJECTIVES

RESTORING THE NATURAL SYSTEM OF THE CREEK

- Healthy riparian corridor
- Water table recharge
- Treat adjacent storm water
- Enhance wildlife habitat
- Working floodplain terraces
- Natural sinuosity
- Water quality
- Bank stabilization
- Resiliency
- Environmental clean up
- Demonstration - Research Opportunity
- Sediment management
- Fish habitat/passage
- Fully widened bank

ECONOMIC CATALYSTS

- Tourism destination
- Day trip destination
- Storm water infrastructure incentives
- Linkages/connections
- Increase in property values
- Events
- Concessions
- Jobs (construction, maintenance, environmental clean up)
- Replace/Upgrade utilities
- Inspires community pride
- Long-term savings through sustainability

RECREATION DESTINATION

- Water access
- Environmental education
- Put-in/launch
- Fishing
- Beachfront
- New bridges
- Multi-modal/ADA
- Terrace
- Festival space
- Restroom/concession
- Connections (USOM, Downtown, Passenger Rail)
- Trail connectivity
- Signage
- Refresh all of ATB
- Parking
- Shuttle circulation

PLACE MAKING

- Continuum fountain connection
- History
- Community gathering
- Branding
- Public art
- Kids in water
- Human scale
- Inviting
- Front porch of downtown
- Extension of downtown
- Nature play
- Interactive/manipulate environment for play/education
- Food, drinks, restrooms
- Fresh unique setting

MAINTENANCE & MANAGEMENT

- Meet community expectations
- Safety
- Funding
- Roles/Responsibilities
- Events
- Partnerships
- Enforcement
- Security
- Utility & stormwater maintenance access

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

2. TYPE OF LICENSE & LOCATION

CORPORATION ☐

INDIVIDUAL ☐

PARTNERSHIP ☐

JOINT

VENTURE ☐

OTHER: _____

3. TYPE OF SERVICE TO BE PROVIDED FOR

RFP: _____

4. NUMBER OF YEARS IN

BUSINESS: _____

5. ON A SEPARATE SHEET PROVIDE A BRIEF HISTORY OF YOUR FIRM, STAFF SIZE AND EXPERIENCE.

SUBMIT A RESUME FOR THE PROJECT MANAGER AND EACH KEY PERSONNEL ASSIGNED TO THIS PROJECT.

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

UNDER: _____

7. HAVE YOU OR YOUR FIRM EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU?

YES ☐ NO ☐ IF "YES", EXPLAIN:

8. HAS ANY OFFICER OR PARTNER OF YOUR ORGANIZATION EVER BEEN AN OFFICER

OR PARTNER OF ANOTHER ORGANIZATION THAT FAILED TO COMPLETE A CONTRACT WITHIN THE LAST FIVE (5) YEARS? YES NO

IF "YES", EXPLAIN:

RFP 23-079CA

QUALIFICATION STATEMENT – PAGE 2

9. HAS YOUR FIRM OR ANY PARTNERS OR OFFICERS EVER BEEN INVOLVED IN ANY

BANKRUPTCY ACTION? YES ☐ NO ☐ IF "YES", EXPLAIN:

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

11. BANK

REFERENCE:

ADDRESS:

CONTACT:

PHONE:

12. LIST THREE (3) SIMILAR PROJECTS (LOCAL OR STATE-WIDE) **FROM LAST FIVE (5)**

YEARS-INCLUDE LOCATION OF PROJECT, SIZE OF PROJECT (CONTRACT AMOUNT), CONTACT NAME, ADDRESS, TELEPHONE NUMBERS

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

1. Location of Project:

Size of Project:

Contract Amount:

Contact Name and Title:

Contract Address:

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

13. LIST **CURRENT SIMILAR PROJECTS (LOCAL OR STATE-WIDE) UNDER CONTRACT-**

INCLUDE LOCATION OF PROJECT, SIZE OF PROJECT (CONTRACT AMOUNT) CONTACT NAME, ADDRESS, TELEPHONE NUMBERS.

NOTE: DETAILED INFORMATION ON THESE PROJECTS MAY ALSO BE REQUESTED IN THE 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: R23-079CA COS CREEK PLAN – ATB PARK

Proposer's Name: _____

Evaluator's Name: _____

RFP EVALUATION CRITERIA DESCRIPTION	SCORE
1. EXPERTISE AND QUALIFICATIONS AREA (TOTAL AVAILABLE: 90)	
In this section, the Offeror must demonstrate that it meets and/or exceeds all requirements regarding expertise and qualifications of personnel proposed to complete the work defined in the Statement of Work/Scope of Services of this RFP. Qualifications of personnel are considered of the essence of the services provided. Therefore, the Offeror must provide information on Key Personnel who will be the personnel performing the consulting services.	
A. Relevant Experience (Total Available for Sub-Section: 50)	
<p>In the Expertise and Qualifications Area, the Offeror should provide at least three references or identify 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 the successful outcomes of the projects. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions.</p> <p>Does the proposal include at least three references or past performance citations?</p> <p>Are the references or past performance citations relevant to the requirements of the Statement of Work of the RFP?</p> <p>Does the Offeror explain how they were successful on the projects provided as past performance?</p> <p>Does the Offeror apply the past performance to the City requirement in such a way as to demonstrate added value due to experience?</p> <p>COMMENTS:</p>	<p>5 – Exceptional 4 – Very Good 3 – Satisfactory 2 – Marginal 1 – Unacceptable</p> <p>Rating: _____</p>
B. Key Personnel (Total Available for Sub-Section: 40)	
<p>In the Expertise and Qualifications Area, resumes must be provided for all personnel who would be performing work on the resultant Contract. 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.</p> <p>Does the Offeror provide complete resumes, including education, experience, background information, accomplishments, and other pertinent information?</p>	<p>5 – Exceptional 4 – Very Good 3 – Satisfactory 2 – Marginal 1 – Unacceptable</p> <p>Rating: _____</p>

<p>Does the Offeror provide resumes for all key personnel, as required by the RFP? Do the resumes demonstrate adequate professional, technical, and management levels to accomplish the work effectively and efficiently? Do the key personnel possess all requisite certifications, licenses, experience, etc.?</p> <p>COMMENTS:</p>	
<p>Sum of Ratings in Technical Area (Add numbers in Section 1.A. and 1.B):</p>	
<p>PRICE AREA (NOT EVALUATED)</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&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>How does the price compare to the industry competition? If low, is it unrealistically low? If high, is there demonstrated added value for the additional cost? Can you see how the price was built? If so, do the costs look appropriate for the task? Does the Offeror leave applicable costs out of the calculations? For instance, some will say travel is not included and will be an extra cost. This should be considered when comparing to other Offerors. Are there additional costs not addressed that the City would incur if the Offeror were awarded the contract? If so, include those costs when comparing to the budget amount and the competition.</p> <p>COMMENTS:</p>	<p>5 – Exceptional 4 – Very Good 3 – Satisfactory 2 – Marginal 1 – Unacceptable</p> <p>Rating: _____</p>
<p>Total Price/Cost Area (Insert number from Section 2 evaluation above):</p>	<p>(Not Evaluated)</p>
<p>PROPOSAL PRESENTATION (TOTAL AVAILABLE: 10)</p>	
<p>Presentation is an important factor. Offerors should provide a highly professional product, which is complete, accurate, easily understood, and effectively presented.</p> <p>COMMENTS:</p>	<p>5 – Exceptional 4 – Very Good 3 – Satisfactory 2 – Marginal 1 – Unacceptable</p>

	Rating: ____
Total Proposal Presentation Area (Insert number from Section 4 evaluation above):	
LOCATION BONUS (IF APPLICABLE)	N/A
Total Bonus Points for location:	
EXCEPTIONS PROPOSED	
What (if any) exceptions (redlines to our terms and conditions) were proposed? Are they acceptable? COMMENTS:	Pass/Fail
INSURANCE REQUIREMENTS Does the Offeror meet all insurance requirements?	Pass/Fail
TOTAL SCORE – Add Evaluation Scores from Sections 1-4 and location bonus (if applicable). The sum is the total score.	Total Score:

Overall Proposal **Strengths:**

Overall Proposal **Weaknesses:**

EXHIBIT 8 – FEDERAL FORMS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

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

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

(Check One)

I DO CERTIFY (____)

I DO NOT CERTIFY (____)

Date: _____

Signature: _____

Title: _____

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: _____

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: _____

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. 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 _____

Signature _____ Date _____

Title _____

SECTION VI - APPENDICES

6.0 APPENDICES

Appendix A	Hourly Rates
Appendix B	Scope of Work
Appendix C	Minimum Insurance Requirements

APPENDIX A – HOURLY RATES

Please Upload Hourly Rates directly in Bidnet (www.bidnetdirect.com) in Separate Envelope

APPENDIX B – SCOPE OF WORK for COS Creek Plan – America the Beautiful Park

This project is supported and funded through a unique partnership (Partnership) between Pikes Peak Waterways (non-profit), the City of Colorado Springs (Stormwater Enterprise), and Colorado Springs Utilities. The Partnership is led by the COS Creek Plan Oversight Committee to provide strategic guidance and decision making. A project manager from each of the three partnership entities shall provide daily oversight of the selected consultant team and direct the scope of work. In addition, the Partnership is supported by a Resources Development Team and a Communications Team. These teams will be available to give support to the overall project team throughout the duration of the project.

Project Description

The Partnership is seeking proposals for design services from qualified firms for, infrastructure design, park design, river and streambank design and civil engineering for America the Beautiful Park (ATB Park), located along Monument and Fountain Creeks in Colorado Springs, Colorado. The project area is largely defined by the COS Creek Plan: America the Beautiful Park project. The full COS Creek Plan vision document is included in Exhibit 4. Detailed America the Beautiful Park project vision and goals are included in Exhibit 5.

Project Context and Background

The Fountain and Monument Creek Corridor has been the lifeblood of Colorado Springs. The Corridor's rich natural resources sustained Native American tribes and attracted European settlers. General Palmer, the founder of Colorado Springs, realized the scenic and recreational value of the area and created a network of parkways that have been a defining element of Colorado Springs' identity. Over time, the natural character and functions of the Corridor have been altered and disconnected, the richness diminished, and the Creek itself inaccessible.

In 2021, Lyda Hill Philanthropies generously provided funding for a community visioning process to reimagine Monument and Fountain Creek through Downtown Colorado Springs. Combining research and analysis of existing conditions, building the framework of possibilities, and vetting the vision through numerous stakeholders, the COS Creek Plan was produced and released in Spring 2022 (Exhibit 4).

The COS Creek Plan establishes a comprehensive vision for the future investments and stewardship of Fountain Creek Watershed with a specific focus on segments of the Monument and Fountain creeks adjacent to Downtown Colorado Springs. The COS Creek Plan establishes an implementable vision, which respects our communities' values, responds to infrastructure needs, and leverages opportunities. The Plan is intended to create excitement, foster collaboration, and identify public and private partnership opportunities.

The entire corridor study area includes portions of Monument Creek and Fountain Creek along with the confluence of the two creeks at America the Beautiful Park. The area's northern boundary is Popcycle Bridge, located at Monument Valley Park near Beacon Street and Van Buren Street. The study area extends south to the confluence of Fountain Creek and Shooks Run Creek, just southeast of Dorchester Park.

Five distinct project areas are identified along the corridor: 1) Monument Valley Park, 2) College Landing at Uintah, 3) America the Beautiful Park, 4) Drake Waterfront Reimagined, and 5) Gateway Park South. This Request for Proposal is for the America the Beautiful Park project.

At this time, funding for 10% Design and Engineering has been secured by the Partnership for the ATB Park project. Fundraising is currently underway for 100% Design and Engineering for the ATB Park project through grants and private fundraising initiatives. The Partnership intends to award a contract for 100% Design and Construction Documents but will only give notice to proceed on 10% design until such time as funding is secured for 100% Design and Construction Documents.

During the ATB 10% Design and Engineering phase the contractor shall address the following:

- Determine and confirm achievability of the project goals and objectives
- Provide Conceptual Design Alternatives and Schematic Design
- Identify project permit requirements and timelines for processing and approval
- Develop 10% level cost estimates for construction and implementation
- Provide graphics and supporting narrative to be included in the Partnership's communication plan and grant application and public outreach processes
- Collaborate with Parks Department for all changes to the existing park areas

During the ATB 100% Design and Engineering phase the contractor shall address the following:

- Follow the City's Project Management Plan approach to include 30%, 60%, 90% and 100% Design.
- Provide Design Development, which can include phased approaches
- Provide Construction Estimates
- Prepare permit applications and pursue necessary approvals
- Continue to support the Partnership with graphics and narrative for communication plan and grant applications

Scope of Work

The Partnership is seeking the following desired skills and experience from qualified vendors:

- Ability to synthesize civil engineering, park design and natural river channel design.
- A multi-disciplinary team (Civil/Utility engineering, Park Design, Hydrology, Aquatic Biology, Ecology, etc.)
- Permitting experience (USACE, CDPHE Construction Dewatering, City Floodplain Regulations, etc.)
- Construction Management Experience – Design thru Project Close Out
- Strong communication skills and deadline-conscious
- Understanding of creeks similar to Monument Creek and within Fountain Creek Watershed
- Experience is working on grant funded projects, to support grant requirements.

This project entails an integrated, interdisciplinary approach for all aspects of the project design.

Stream enhancement and flood reduction

The first phase of the creek project is restoring and enhancing the creek's natural functions. Monument and Fountain Creeks are part of the Fountain Creek Watershed, the most studied watershed in west of the Mississippi due to its unique ecological structure. The watershed begins at 14,000 feet at Pikes Peak and eventually travels south to approximately 4,600 feet in Pueblo. Over the course of time the creek has become channelized and incised which in turn has affected natural vegetation, stream habitat, and effectiveness of transferring sediment.

This project seeks to restore sinuosity, natural vegetation, fish and wildlife habitat, as well as flood mitigation methods and stormwater management integration. Ecological assessments including a sediment study, water quality study, etc. to support the 10% design have been completed and upon firm selection will be available for reference. Additional studies and assessments will likely be needed to complete the 100% design and to support necessary permitting.

Project deliverables include flood risk reduction methods, hydraulic modeling, aquatic resource restoration design including wetland restoration and riparian buffer enhancements and extensions, environmental assessments and permitting requirements.

The project boundary for design is specifically the America the Beautiful project boundaries; however, key studies and analysis for engineering and permitting will likely require a broader contextual scope beyond the limits of America the Beautiful Park.

Recreational amenities and landscape design

The America the Beautiful Park phase of the COS Creek Plan enhances recreational access and amenities along and at the confluence of Fountain and Monument Creeks. Conceptual designs include terraced seating, a pedestrian bridge, restrooms, lighting, public art, river beach, promenade and community gathering space. Additional parking and road configuration will be necessary.

A public process will be necessary to finalize specific amenity elements desired by the community and stakeholders. In addition to the public process, the values and goals identified in Exhibit 5 need to be incorporated into final design.

Support Economic Vitality and Revitalization

Capitalize on corridor and water enhancements to encourage economic development as well as public/private partnerships. Identify and incorporate infrastructure improvements, placemaking, and programming opportunities that directly and indirectly catalyze private investment on adjacent properties and surrounding neighborhoods.

Outreach to key stakeholders, community leaders and adjacent private property owners will be necessary to identify specific strategies for encouraging and incentivizing economic vitality.

An economic benefit study has been prepared in anticipation of this project. A copy of the study will be made available.

Build a Strong Sense of Place Unique to Colorado Springs

Enhance the corridor's natural qualities and recreation potential integrated within the City of Colorado Springs to strengthen its sense of place, distinct identity, improve quality of life for residents and provide memorable experience for visitors.

The cultural and historic elements need to be incorporated into overall design and experience. A cultural analysis has been completed and will be made available to selected firm. A tribal consultation is current underway. Results of the consult will be made available to the selected firm.

A public process will be necessary to finalize specific cultural, historic, and art elements desired by the community and stakeholders. In addition to the public process, the values and goals identified in Exhibit 5 need to be incorporated into final design.

Management and maintenance of the project

Provide expected Maintenance Plan for the project area necessary to ensure resiliency and project performance. Include the goals with implementation strategy listed in Exhibit 5.

APPENDIX C – 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. ☒ Commercial General Liability for limits not less than \$1,000,000 combined single limit with \$2,000,000 aggregate for bodily injury and property damage for each occurrence. Coverage shall include blanket contractual, broad form property damage, products and completed operations.
2. ☒ Workers' Compensation and Employers Liability as required by statute. Employers Liability coverage is to be carried for a minimum limit of \$100,000.
3. ☒ Automobile Liability covering any auto (including owned, hired, and non-owned autos) with a minimum of \$1,000,000 each accident combined single limit.
4. ☒ Professional Liability Insurance covering any damages caused by an error, omission or any negligent Acts with limits of not less than \$1,000,000 per occurrence and in the aggregate. The coverage shall have an extended reporting period of 2 years following the date of substantial completion of the project for reporting of claims.

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

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

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

(Name of Company)

(Signature) (Date)