



REQUEST FOR PROPOSAL

Construction

R24-091CA

Date issued: July 23, 2024

VALLEY HI CHANNEL CONVERSION

THE CITY OF COLORADO SPRINGS

Contact:
Crystal Abeyta
Contracting Specialist
Procurement Services
crystal.abeyta@coloradosprings.gov



The City of Colorado Springs requests Fixed Unit Price proposals, as detailed in this Request for Proposal (RFP), for Construction of the Valley Hi Channel Conversion.

This RFP is posted to Rocky Mountain E-Purchasing BidNet Direct and the City of Colorado Springs' Procurement Services Website. It is available for all vendors free of charge, following free registration, at the Rocky Mountain E-Purchasing BidNet Direct website.

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

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

<https://www.bidnetdirect.com/>

BIDNET Support

800-835-4603

Estimated Project Magnitude: \$900,000 - \$1,150,000



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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 Direct under the Rocky Mountain E-Purchasing Group (www.BidNetDirect.com). All addenda or amendments shall be issued through BidNet Direct 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 23, 2024
Pre-Proposal Conference	July 29, 2024 at 11:00AM MDT

We will hold a virtual pre-proposal conference via Microsoft Teams. This meeting is not mandatory. However, all Offerors are encouraged to attend. Please use the link below to attend the meeting:

Microsoft Teams

[Join the meeting now](#)

Meeting ID: 218 542 024 716

Passcode: 9azAVB

Dial in by phone

[+1 720-617-3426](tel:+17206173426), [21621954#](tel:+17206172162) United States, Denver

[Find a local number](#)

Phone conference ID: 216 219 54#

Cut Off Date for Questions August 9, 2024 by 3:00PM MDT

All questions shall be submitted electronically via the BidNet Direct Procurement Platform (www.bidnetdirect.com). All questions must be received no later than **August 9, 2024**. A written response to any inquiry may be provided in the form of an Amendment to the solicitation. See 1.7 Amendments.

Requests for Information, support and questions shall be directed to:

Crystal Abeyta, Contracting Specialist
crystal.abeyta@coloradosprings.gov
719-385-5274



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

The only acceptable method of submitting questions is electronically via BidNet Direct. Faxes or physical mail delivery are not acceptable.

Proposal Due Date	August 23, 2024 by 3:00PM MDT
Interviews (if applicable)	No Interviews Expected
Award of Contract	September 2024
Notice to Proceed	September 2024

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 ample 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 all required proposal documents are uploaded and submitted correctly, and that a **confirmation number** is obtained upon successful submission. Customer support for BidNet Direct may be reached at (800) 835-4603.

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

Date/Time: Proposals shall be received on or before 3:00PM MST, Friday, August 23, 2024.

Identification of Proposal:

Proposals must be submitted to the BidNet Direct Procurement Platform (www.bidnetdirect.com). The solicitation number and Offeror name must be clearly marked within the proposal.

Proposal No.: R24-091CA
Due Date and Time: August, 23, 2024 by 3:00PM MDT

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

1.3 NUMBER OF COPIES

Offerors shall submit **one (1)** electronic copy to the BidNet Direct platform. 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 Valley Hi Channel Conversion.

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 Direct under the Rocky Mountain E-Purchasing Group (www.BidNetDirect.com). It is the Offeror's responsibility to check the website for posted amendments or contact the Contracts Specialist listed in RFP §1.1 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 180 days 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 2 – Qualifications Documents.

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 are 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. Special Construction Terms and Conditions
- C. General Construction Terms and Conditions
- D. Plans
- E. Detailed Plans
- F. Standard Drawings
 - a. Calculated dimensions will govern over scaled dimensions.
- G. Special Specifications
- H. Standard Specifications
- I. Exhibits

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>. 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 BOND REQUIREMENTS

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

Bonds shall:

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

1.22 INTERPRETATION OF QUANTITIES IN PROPOSAL FORM

Except as otherwise provided in this RFP, the quantities appearing in the proposal form are estimates prepared for the comparison of proposals.

After award, payment to the Contractor will be made in accordance with the following procedures:

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

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

1.23 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.



1.24 EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND SITE OF WORK.

The Offeror is expected to examine the site of the proposed work, the proposal, plans, specifications, supplemental specifications, special provisions, and Contract forms, before submitting a proposal. The submission of a proposal will be considered conclusive evidence that the Offeror has made this examination and is aware of the conditions to be encountered in performing the work according to the Contract.

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

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

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

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

1.25 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.

1.26 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.



1.27 MATERIAL GUARANTY

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



SECTION II – PROPOSAL CONTENT

2.0 PROPOSAL CONTENT

A. 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 2 Qualifications Documents
Schedule A Price Sheet
Project Proposal
Acknowledged Addendum, if applicable

2.2 COVER LETTER

The cover letter shall be no more than three pages. 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 2 – Qualifications Documents with its Proposal.

2.4 ORGANIZATIONAL BACKGROUND AND OVERVIEW

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



2.5 PROPOSAL NARRATIVE/TECHNICAL AND MANAGEMENT APPROACH

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

2.5.1 TECHNICAL AREA

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

A. Understanding of and Compliance with Technical Requirements

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

1. Does the proposal demonstrate a firm understanding of the requirements and goals of the Statement of Work, as well as industry standards and reasonable expectations for a company in the industry?
2. Does the proposal fully and completely address each requirement and goal of the Statement of Work?
3. Does the proposal provide solutions to indicate that requirements and goals will be met on schedule?
4. Does the technical solution seem realistic?
5. Does it generally appear that the Offeror knows and thoroughly understands the business and the RFP requirements?

B. Project Approach

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

The Offeror must at least address the following areas:

1. Construction phasing and traffic control for the project. Explain the phases, traffic control for each phase, and the logic in the construction phasing.
2. Erosion and sediment control during all phases of construction as well as post construction efforts through permit closure.
3. Coordination with utilities. Discuss Offeror's understanding of the key utility relocations required for this project and how Offeror will coordinate and phase construction to both facilitate and accommodate those relocations and the constraints that they impose.
4. Schedule Management. Discuss Offeror's approach to schedule management



- including updating and reporting progress of the work.
5. Quality Control. Discuss Offeror's quality control plan, processes and approach to ensure that the City receives a quality product.
 6. Safety. Discuss Offeror's approach and commitment to safety for both construction workers and the public traveling through the construction site.
 7. Potential issues that Offeror foresees with this project and how Offeror would make adjustments if encountered. Describe factors limiting construction phasing flexibility and potential remedies.

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

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

2.5.2 MANAGEMENT AREA

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

A. Program Management Controls

In the Management Area, the Offeror should provide:

1. A plan of operation, to include management of personnel, workload, schedule, and budget
2. An organization chart which demonstrates clear and effective lines of authority, responsibility, and communication for management, supervisory, and technical personnel. The plan should address which job classification or personnel will be assigned to each task and how that determination is made. Basic human resource management concepts should be addressed, including hiring, firing, discipline, incentive plans, etc.
3. If the Offeror plans to subcontract more than 10% of the work, include information on how the Offeror plans to manage its subcontractors.
4. A detailed construction schedule for the project showing the key construction activities and how they will meet or improve the City's timeframe and maximize construction efficiency to provide the best value to the City and minimize impacts to the public. The schedule shall be based on the Offeror's understanding and approach to the work as addressed above. Schedules should address controls to ensure the project will remain on schedule and on budget. Schedules submitted for this project shall assume a start date of September 2024.

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



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

B. Past Performance/Relevant Experience and Key Personnel

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

1. Does the proposal include at least three references or past performance citations?
2. Are the references or past performance citations relevant to the requirements of the Statement of Work of the RFP?
3. Does the Offeror explain how they were successful on the projects provided as past performance?
4. Does the Offeror apply the past performance to the City requirement in such a way as to demonstrate added value due to experience?

C. Key Personnel

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

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

2.6 PRICE AREA

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



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

1. How does the price compare to the industry competition?
2. If low, is it unrealistically low?
3. If high, is there demonstrated added value for the additional cost?
4. Is the price itemized, so that it is clear how the cost was built? If so, do the costs look appropriate for the task?
5. 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.
6. 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.

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 2, 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 Exhibit 2 – Qualifications Documents and return 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 TECHNICAL AREA – UNDERSTANDING OF AND COMPLIANCE WITH TECHNICAL REQUIREMENTS

See Section II - Item 2.5.1A

3.1.2 TECHNICAL AREA – PROJECT APPROACH

See Section II - Item 2.5.1B

3.1.3 MANAGEMENT AREA – PROGRAM MANAGEMENT CONTROLS

See Section II - Item 2.5.2A

3.1.4 MANAGEMENT AREA – PAST PERFORMANCE/RELEVANT EXPERIENCE/KEY PERSONNEL

See Section II – Item 2.5.2B

3.1.5 PRICE/COST AREA – PRICE/COST

See Section II – Item 2.6

3.1.6 PROPOSAL PRESENTATION AREA – PROPOSAL PRESENTATION

See Section II – Item 2.7

3.1.7 EXCEPTIONS AND INSURANCE

See Section II – Items 2.8 and 2.9

3.2 RANKING

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

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

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

5 – Exceptional
4 – Very Good
3 – Satisfactory
2 – Marginal
1 – Unacceptable



C. Definitions for scoring are as follows:

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.

D. Area Scoring

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

Price/Cost Area: 60

Technical Area: 20

Management Area: 15

Proposal Presentation Area: 5

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, see Exhibit 2, contains contract terms and conditions.

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.



SECTION V – SCHEDULES

Schedule A	Price Sheet
Schedule B	General Construction Terms and Conditions
Schedule C	Statement of Work
Schedule D	Project Specific Special Provision
Schedule E	Project Special Technical Specifications
Schedule F	Construction Plan Set
Schedule G	Valley Hi Channel Stormwater Management Plan (CSWMP)
Schedule H	Valley Hi Grading & Erosion Control Plans (GEC)
Schedule I	Valley Hi Tributary Variance Letter



SCHEDULE A – PRICE SHEET

Please Fill-in Excel Price Sheet provided and submit directly in Bidnet
(www.bidnetdirect.com)



SCHEDULE B – GENERAL CONSTRUCTION TERMS AND CONDITIONS

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

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

The referenced General Construction Terms and Conditions will be incorporated in the resultant Contract.



SCHEDULE C – STATEMENT OF WORK

The Valley Hi Channel Conversion project consists of construction of channel improvements including the removal of a concrete channel, excavation, placement of a riprap check, placement of boulders and riprap as pedestrian bridge protection, construction of a boulder riffle, and revegetation. Work is being completed to rehabilitate a damaged concrete channel by converting the channel to a more natural state.

SCHEDULE D

PROJECT SPECIFIC SPECIAL PROVISIONS

The **Project Specific Special Provisions** amend or supplement the **General Provisions** of the Construction Contract and other provisions of the Contract Documents as indicated below. All Provisions, which are not so amended or supplemented, remain in full force and effect.

1.0 STANDARD SPECIFICATIONS

1.01 STANDARD SPECIFICATIONS

The **Standard Specifications** for this project shall be the *City of Colorado Springs City Engineering Division General Provisions and Standard Specifications*, (revised March 2005), except as modified hereinafter, which are incorporated in the contract documents by reference as though embodied herein in their entirety.

All contractors on this project are required to have on the job site and utilize the current updated copy of the *City of Colorado Springs City Engineering Division General Provisions and Standard Specifications*.

Copies are available online through the City of Colorado Springs internet site or for purchase at the cost of \$20.00 from the City of Colorado Springs, Office Services Unit, 30 South Nevada Avenue, Suite L01, Colorado Springs, during regular business hours.

1.02 UTILITY SPECIFICATIONS

Listed below are utility department specifications that should be utilized (current issue or revision) in the construction and/or protection of the respective utility lines.

Hard copies of these specifications are available at Colorado Springs Utilities Development Services, 111 S. Cascade Avenue, Suite 105, Colorado Springs, Colorado 80903. The specifications can also be accessed online at www.csu.org/pages/standards-bulletins.aspx.

UTILITY SPECIFICATIONS

Colorado Springs Utilities
Wastewater Line Extension
And Service Standards

Colorado Springs Utilities
Water Line Extension
And Service Standards

Colorado Springs Utilities
Natural Gas Line Extension
And Service Standards

Colorado Springs Utilities
Electric Line Extension
And Service Standards

2.0 PROJECT SPECIFIC SPECIAL CONDITIONS

2.01 GENERAL

Work to be completed under this contract consists of furnishing all labor, materials, equipment, accessories, and performing all operations to complete the project work in accordance with the Drawings and Specifications.

All work shall be completed in accordance with the *City of Colorado Springs City Engineering Division General Provisions and Standard Specifications*, (revised March 2005,) referred to hereinafter as **Standard Specifications**, except as modified in these **Special Provisions** and the **Project Special Technical Specifications** contained in Schedule F of this document.

The **Contractor** shall visit the jobsite to carefully examine the proposed work. The **Contractor** shall also thoroughly review the Drawings and Specifications. The **Contractor** shall satisfy himself as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of these Specifications.

2.02 PROJECT DESCRIPTION

General

The project consists of construction of channel improvements including the removal of a concrete channel, excavation, placement of a riprap check, placement of boulders and riprap as pedestrian bridge protection, construction of a boulder riffle, and revegetation. The work is being completed to rehabilitate a damaged concrete channel by converting the channel to a more natural state.

2.03 CONTROL OF WORK

In case of any discrepancies in any of the Drawings, Standard Specifications, Special Provisions, and Technical Specifications, the order of precedence is as follows:

- a) Project Specific Special Provisions
- b) Project Special Technical Specifications
- c) Drawings (**Plans**)
 - i. General Drawings
 - ii. Field Markings and Construction Oversight (Figure dimensions will govern over scaled dimensions on all **Plans**)
- d) General Provisions
- e) City of Colorado Springs Engineering Division Standard Specifications
- f) Colorado Springs Utilities Specifications
- g) Digital drawing files if provided to the **Contractor**.

2.04 OWNER

The City of Colorado Springs (hereinafter referred to as **Owner**) shall administer this project including the finalization of any change orders, pay estimates and payments of such, acceptance of work, and other matters as stipulated in these Contract Documents.

2.05 ENGINEER

Engineer refers to the City Engineer of Colorado Springs or designated representative.

2.06 DRAWINGS

The drawings for this project are separate from the Contract Documents book and are entitled “**Valley Hi – Spring Creek Tributary Channel Restoration**” (hereinafter referred to as the **Construction Plans** or the **Plans**).

In addition to the **Construction Plans**, this project has one set of Grading and Erosion Control plans. The set is entitled “**Valley Hi – Spring Creek Tributary Channel Restoration Stormwater Management Plan**”.

2.07 CONSTRUCTION LIMITS

The **Contractor** shall limit construction activities to the “Limits of Construction” or “Project Boundary” as shown in the **Construction Plans** and details and as described in these Special Provisions. Even within the designated limits of disturbance there are existing native trees, shrubs and grasses that are desirable to maintain. To the full extent practical, the **Contractor** shall perform the work in a manner that minimizes damage to the existing vegetation.

2.08 INSPECTION

At all times, representatives of the **Owner or Owner’s Representative** and representatives of other agencies affected by the construction work, and the **Owner or Owner’s Representative** shall have the right to enter and inspect any and all parts of the work for compliance with the **Plans** and Specifications.

The **Owner or Owner’s Representative** shall decide any and all questions that may arise as to the quality and acceptability of the materials furnished, the work performed, the manner of performance, and the progress of the work. He shall decide all questions that may arise as to the acceptable fulfillment of the contract. The decision of the **Owner or Owner’s Representative** shall be final.

The **Contractor** shall give inspection personnel a minimum of forty-eight (48) hours notice prior to needing inspection.

2.09 MATERIAL TESTING

The **Contractor** shall provide all materials testing for Quality Control for the project, which shall be considered incidental to the work. Testing shall be as specified in the City General Provisions Section 108.22 and the Project Special Technical Specifications. The City will provide Quality Assurance testing and reserves the right to reject any work completed by the **Contractor** based on failing tests from either the Quality Assurance or Quality Control provider. All materials test results shall be provided to the City on a weekly basis, with immediate notification of any failing tests. A final report documenting all tests completed, locations, and results shall be provided to the City upon project completion.

Testing shall be conducted at the following frequencies, which shall supersede any conflicts in the remainder of these specifications:

- Field Compaction Testing for “subgrade preparation, foundation subgrade, wingwall backfill, and cut-off wall backfill” zones-1 test per 500 cubic yards of material.
- Field Compaction Testing for remaining fill/subgrade prep-1 test per 1,000 cubic yards of material.
- Laboratory Moisture/Density Curve (Proctor): 1 per material type/change in material, and minimum 1 per 10,000 cubic yards of material.
- Material Classification Testing (gradation, Atterberg limits): 1 per material type/change in material, and minimum 1 per 10,000 cubic yards of material. Test

- borrow/stockpiled material prior to placement. Minimum 1 test per 10,000 cu yds material and visual changes/variations in material type.
- Concrete Testing: shall be as specified in Section 506 of the City General Specifications.

2.10 EXISTING UTILITIES

No underground utility locating or utility potholing was performed in the design of this project. The **Contractor** shall field verify the existence and location of all existing utilities which might affect the work and shall notify the **Owner or Owner's Representative** of any utilities not shown on the **Construction Plans**. The utilities shown on the **Construction Plans** are noted for informational purposes only and are believed to be correct. However, additional utilities may be present in the area. The **Contractor** must take sole responsibility for damage to any utility line encountered whether or not shown on the **Plans** and whether or not actually located in the field as shown on the **Plans**. The **Contractor** shall notify the utility companies for field locations prior to the start of construction. This section is supplemental to the **City General Provisions, Section 108.09**.

If the exact location and depth of existing outfalls or underground utilities are unknown, the **Contractor** shall perform all necessary exploratory excavation at his expense to locate these facilities which may affect the work prior to beginning construction. The **Contractor** shall notify the **Engineer** immediately of any utility discrepancies or conflicts.

The **Contractor** shall inform the **Owner or Owner's Representative** of existing utilities that may need to be relocated. The **Contractor** shall be responsible for contacting, coordinating, and requesting relocations from affected utility owners, and scheduling any relocation in his Work Sequence Plan to meet the Contract Time of Performance.

If the **Contractor** requests that utility companies relocate their utilities for his convenience in construction of any portion of the work, the cost of such shall be at the **Contractor's** expense.

Contract time will not be extended to account for repair of utilities that are damaged by the **Contractor** due to his negligence.

The **Contractor** will be required to contact all utility owners 72 hours prior to beginning excavation and/or grading.

Full compensation for compliance and cooperation, as required by this section, shall be considered to be included in the prices bid for items included on the contract bid schedule and no additional compensation will be provided.

2.11 FEES AND PERMITS

Except as noted below, the **Contractor**, prior to commencing any work, shall secure at his own expense (including fees) all permits required for the performance of the work. Full compensation for compliance and cooperation, as required by this section for all permits except erosion and sediment control, shall be included in the prices bid for mobilization included on the contract bid schedule and no additional compensation will be provided. Erosion and sediment control

permitting shall be included in the price bid for Erosion Control included on the contract bid schedule and no additional compensation will be provided.

The **Owner** will utilize a Nationwide Permit for maintenance and a floodplain development permit for the project. The **Contractor** shall perform the work in conformance with the terms of these permits.

The **Contractor** shall obtain at a minimum a:

1. **Traffic Control/Access Permit (City and CDOT),**
2. **Air Quality Permit (El Paso County)**
3. **A Grading and Erosion Control Permit (City),**
4. **A Construction Stormwater Management Plan (City)**
5. **An Excavation Permit (City),**
6. **A Construction Dewatering Permit (Colorado Department of Public Health and Environment (CDPHE)), and**
7. **A Construction Stormwater Discharge Permit (CDPHE).**
8. **Nesting Bird Survey Clearance, if needed.**

The **Contractor** shall comply with all requirements of the permits.

The **Contractor** shall submit required permits to the **Owner** for approval at or prior to the preconstruction meeting. The **Contractor** shall also submit a traffic control plan at the preconstruction meeting for approval by the **Owner**. The **Contractor** shall obtain any additional permits required for the construction of the project. The **Contractor** shall comply with all conditions of all the required permits.

2.12 WASTE MATERIALS

The **Contractor** shall clean up any debris created by his construction activities and shall dispose of the same in suitable trash containers on a daily basis. All debris shall be disposed of off-site at a disposal site approved by the **Owner**. Should the **Contractor** fail to maintain the construction area in a suitable manner after receiving written notice from the **City**, the **Owner** will have the right to contract with a third party and withhold any amounts incurred from the **Contractor's** payment.

2.13 OPERATIONS WITH OTHERS

The **Owner** reserves the right to have other work performed by other contractors and to permit the public utility companies and others to do work adjacent to or within the site. The **Contractor** shall conduct his operations and shall cooperate with the other parties to minimize interference with this other work.

2.14 CONSTRUCTION STAGING AND ACCESS

Staging areas shall be limited to those shown in the **Plans**. The **Contractor** shall restore the staging areas as shown on the **Plans** for uplands areas at the completion of construction.

Access to the project areas shall be as shown in the **Plans**. The **Contractor** shall be responsible for: establishing and maintaining the access routes during construction; limiting disturbances from vehicles and equipment to the width and length of the access route that is described in these Special Provisions and shown on the **Plans**; and restoring the temporary access routes to match the pre-project condition at the completion of construction. The **Contractor** shall perform temporary removal and in-kind replacement of portions of fences as required. Some utility facilities are present within the construction access route. The **Contractor** shall take measures to protect all facilities in place in accordance with direction from the utility owner. Contractor shall coordinate with utility owner prior to mobilization to review the construction access route.

All areas affected by construction shall be cleaned and restored to existing site conditions or better at the completion of the project work. All work and costs associated with the use and restoration of staging and access areas shall be included in the bid price for Mobilization and no additional compensation will be provided.

2.15 SANITARY FACILITIES

The **Contractor** shall provide suitable temporary sanitary restroom facilities for use by the construction personnel. Wastes collected in the temporary facilities shall be removed and disposed of in a timely and satisfactory manner, as required to maintain the facilities in a sanitary usable condition. The **Contractor** shall maintain the facilities so that any offensive odor is controlled.

Full compensation for compliance and cooperation, as required by this section, shall be included in the prices bid for items included on the contract bid schedule and no additional compensation will be provided.

2.16 CONTRACTOR'S AND OWNER'S REPRESENTATIVES

The **Contractor** shall have on the job at all times as his agent, a competent superintendent capable of reading and thoroughly understanding the **Plans** and **Specifications** and being thoroughly experienced in the type of work being performed. The **Owner** will have a representative on the job site periodically to observe work for conformance with the **Plans** and **Specifications** and clarify questions the **Contractor** has relative to the job. The **Contractor** shall provide accurate records of any field changes made during construction.

2.17 DUST, EROSION, AND NOISE CONTROL

The **Contractor** shall be responsible to install sufficient temporary erosion control facilities to minimize erosion in areas impacted by access, staging, and construction activities. The **Contractor** shall repair, at no additional cost to the project, any erosion and washouts that may occur due to the lack of proper erosion control facilities.

The **Contractor** shall use measures to prevent and control dust and mud within the area affected by the project in accordance with applicable permits. No additional compensation will be paid to the **Contractor** for general dust control. **Vehicle-tracking control mats will be required at the access points to the public and private paved roadways. Removal of vehicle-tracking mats will be accomplished prior to re-vegetation.**

The **Contractor** shall clean off any soil, dirt, and debris tracked onto any adjacent streets. When notified by the **Owner** that the adjacent streets require cleaning, the **Contractor** shall clean the streets within **2 hours** of such notification, or the **Owner** shall arrange to have the streets cleaned and shall deduct the cost of such cleaning from the **Contractor's** payments.

All work and materials associated with installation and maintenance of temporary erosion control facilities until permanent stabilization is achieved will be paid for in the lump sum price bid for temporary erosion and sediment control.

Construction noise shall be limited as required by the City Code and Charter, Chapter 9 – Public Offenses, Article 8.

2.18 TRAFFIC CONTROL AND PEDESTRIAN BARRICADES

The **Contractor** shall furnish all necessary flag persons; erect and maintain warning lights, advance warning signs, detour signs, barricades, temporary fence, and sufficient safeguards around all excavations, embankments, obstructions; and any other work for this project for the protection of all work being performed and for the safety of the public and pedestrian traffic, as well as bicycles and motor vehicles.

The **Contractor** shall provide adequate temporary construction fencing around active work zones and access routes when hazards to pedestrian traffic exist. The **Contractor** shall provide proper warning signs on existing trails, driveways, and roadways that cross or are a part of temporary access routes, staging areas or work zones.

All signs and barricades shall conform to the **Manual of Uniform Traffic Control Devices** and meet the requirements of **General Provision 105.07 and Section 800 of the Standard Specifications**.

The **Contractor** shall submit three (3) copies of a **Traffic Control Plan** and accepted permit, acceptable to the **Owner**, for review **at or before the Preconstruction Conference**. This plan must provide traffic control at all access points, and when loading and unloading equipment and material in public street right-of-ways.

2.19 WATER CONTROL

Until the **Owner** issues final written acceptance of the project, the **Contractor** shall take every precaution against damage to any part of the project including the adjacent land, vegetation, utilities, paving and structures from any cause, including all surface and subsurface water, whether arising from the execution of work or any other cause. The **Contractor** shall rebuild, repair, restore, replant and make good all damages to any portion of the work due to causes beyond the control of and without the fault of negligence of the **Contractor**, including but not restricted to high water, floods, or acts of God, of the public enemy, or of governmental authorities.

The **Contractor** shall be responsible for the project and shall take such precautions as may be necessary to construct the project in a dry condition and provide for drainage, dewatering, and control of all surface and subsurface water. The term water shall be interpreted as including water in all its forms including, but not limited to, liquid water, snow, and ice. The **Contractor** shall erect any necessary temporary structures or other facilities at his expense to control surface water and groundwater. **The Contractor is advised that he is working in a major drainage course subject to continuous low flow and intermittent flow of significant magnitude. As such, proper management and control of water through the project area will be required to avoid localized flooding, damage to the work and adjacent facilities and properties and/or extensive soil erosion.** At or prior to the **Preconstruction Conference** and prior to beginning any work, the **Contractor** shall submit three (3) copies of a plan for **Water Control and Dewatering** to the **Owner** for review. The **Owner**, at his option, may require the **Contractor** to update the **Water Control Plan** as conditions warrant. The **Contractor** shall acquire a **Construction Dewatering Permit and Construction Stormwater Discharge Permit from the Colorado Department of Public Health and Environment**.

The **Contractor** shall carefully evaluate and plan the work and develop a water control plan that is compatible with the work plan and minimizes risks to adjacent properties, facilities and completed and in-progress work.

The **Contractor**, at his expense, shall furnish all necessary equipment and materials required to control the surface and subsurface water in all the areas from start of work through the completion of the total project work. The **Contractor** shall perform all work associated with "Water Control and Dewatering" in accordance with the **Section 920 "Water Control and Dewatering"** included in the Project Special Technical Specifications.

2.20 PROGRESS

If the completion of any part of the work or the delivery of materials is behind the approved schedule, the **Contractor** must submit an updated schedule acceptable to the **Owner** for bringing the work up to meet the anticipated completion date. The **Owner** shall have the right to withhold progress payments for the work if the **Contractor** fails to update and submit the progress/manpower schedule and reports as specified.

2.21 PRE-CONSTRUCTION CONFERENCE RESPONSIBILITIES

The **Contractor** will attend a **pre-construction meeting** before beginning construction. The purpose of the meeting will be to discuss project issues, scheduling, phasing, environmental concerns, water control, private property issues, pedestrian issues, storm water clean water act, safety, etc., the **Contractor's** designated Superintendent or Supervisor assigned to the project shall attend this meeting. The **Contractor shall**, at a minimum, provide the following materials at or prior to the **Pre-Construction Conference**:

1. Traffic Control and Pedestrian Safety Plan
2. Water Control and Dewatering Plan
3. Staging and Access Plan
4. Construction Dewatering Permit
5. Construction Stormwater Discharge Permit
6. Stormwater Management Plan (if revisions are requested from plan)
7. Construction Schedule and Manpower Report
8. Detailed Construction Method and Phasing Plan for Construction (Refer to 2.31)
9. Topsoil Stockpile Management Plan

The **Plans** are to be reviewed by the **Owner** prior to construction. All issues are to be resolved prior to beginning construction.

2.22 SHOP DRAWINGS

Contractor shall submit all required **Shop Drawings and Product Submittals (digital in PDF format or 3 hard copies)** to the **Owner or Owner's Representative** for review. These include, at a minimum, the following:

1. Test results for any imported riprap, aggregate bedding, concrete, and boulders
2. Geotextiles
3. Erosion Control Blanket and anchors
4. Bluegrass Sod
5. Seed (including origins), mulch
6. Concrete Mix Design
7. Concrete Reinforcement Shop Drawings, Certificates, and Manufacturers Literature
8. Structural Steel shop drawings and manufacturer's data sheets
9. Selective Site Demolition Methods and Operations
10. Existing Soil Nutrient Analysis Test Reports

Owner shall respond to any **Shop Drawings** within 2 weeks of receipt.

2.23 COORDINATION WITH PRIVATE PROPERTY OWNERS

The **Contractor** is not to enter **private property** outside of the construction easements, as shown on the **Plans**, unless written access permission from the owner of the property is obtained by the **Contractor** and approved by the **Owner**. All damages to private property shall be immediately repaired to as good or better conditions at no additional cost to the project. The **Contractor** will notify the **Owner** immediately if damages occur to private property.

2.24 MOBILIZATION

The Bid Schedule has an item for mobilization, which may include such items as administration, bonding, fees and permits, restoration of staging and access areas, and insurance. **Mobilization shall be paid as shown in Section 627 of the Project Special Technical Specifications.**

2.25 DISPOSAL SITE

The **Contractor** is responsible for the removal of all debris, unsuitable material, asphalt, concrete, bushes, portions of trees not used in the work, stumps, remains from clearing and grubbing, and all other materials not used for the construction of the improvements. Disposal of these materials shall not be measured separately but included in the unit price bid for each applicable item on the bid schedule. The **Contractor** shall designate in writing a disposal site acceptable to the **Owner**. Further, the **Contractor** shall consider the following for hauling suitable or disposing of unsuitable materials:

- ❑ Access to the project beyond the immediate confines of the work area shall be over suitable roadways without violation of any City, County, State, or Federal restrictions for vehicle and truck weights or any other limitation on movement of heavy equipment hauling materials to and from the site.
- ❑ **Violation costs, including fines and repairs to either public or private roadways or appurtenance structures, above or below ground level, shall be at the Contractor's expense.**

Unless otherwise presented in the Bid Schedule, the **Contractor's** cost for loading, hauling, daily cleaning of streets and trails, the disposal of material that must be removed from the site, together with the construction, maintaining and altering of haul roads, dump fees and permits, shall not be paid for separately.

2.26 EXCAVATION AND REPLACEMENT OF UNSUITABLE MATERIAL

Excavation and Replacement of Unsuitable Material is defined in the Technical Specifications. The **Contractor** shall not complete any excavation and replacement of unsuitable material without prior written approval from the **Owner**. Excavation and replacement of unsuitable material shall not be used in lieu of proper dewatering.

2.27 WORK HOURS

Normal work hours are 7:30 AM to 5:30 PM Monday through Friday. Work outside normal hours may be allowed but must be approved in advance in writing by the **Owner**.

2.28 ARCHAEOLOGICAL AND HISTORICAL DISCOVERIES

The **Contractor** is required to inform the **Owner** of any evidence which might suggest to a lay person that archaeological or historic materials may be present in the work area. Upon making such a discovery, the **Contractor** shall do whatever is necessary to avoid disturbing the work area. This could require that the **Contractor's** activities be redirected or stopped until the **Owner** or **Engineer** determines how to proceed.

2.29 CONSTRUCTION DOCUMENTATION

Photographs and Videos

1. Construction photographs will be required on the project illustrating pre-construction, construction, and post-construction conditions.
2. Photographs shall be 3" X 5" size or larger, matte finish, in color and mounted in 3-ring binders.
3. Each photograph shall be marked with date description and identification number.
4. Each photograph must indicate a station reference to work as shown on the **Plans**.
5. The preconstruction photographs shall be delivered to and approved by the **Owner** or **Owner's Representative**, prior to the beginning of construction.
6. Include progress photographs with each pay request. The photos will be a requirement for payment.
7. Digital pictures on a disk may be substituted for the above. However, the pictures must be named as described above.

8. **Contractor** shall procure and provide to the City an overhead drone video of before, during (on at least a monthly basis), and after site conditions along the entire project reach following the same flight path. Any cost associated with this item shall be considered incidental to Mobilization.
9. **Contractor** shall provide to the City a post-project survey of the as-built condition. Any cost associated with this item shall be considered incidental to Mobilization.

Red-line Drawings

The **Contractor** shall maintain a **red-line set of drawings indicating field changes** to the design, existing facilities not shown, pertinent construction data, etc. The **Contractor** shall submit a current set of red-line plans to the **Owner** with each pay estimate. The **Contractor** shall submit a complete set of red-line plans, including as-built survey to the **Owner** at the completion of the project. Red-line plans shall be completed and submitted in both CAD (in a version specified by the **Owner**) and PDF.

Construction photographs and videos will not be paid for separately but will be considered incidental to the Bid Item for Mobilization. As-built survey and red-line drawings will be included in the Bid Item for Mobilization.

2.30 SPILL KIT

The **Contractor** shall supply and maintain a spill kit on-site. The spill kit shall contain any and all necessary devices to be used in the event of a spill on-site during construction activities. The **Contractor** shall coordinate with the **Owner's** stormwater inspector regarding the site-specific contents of the spill kit. The spill kit shall remain on-site and be available at all times for the **Contractor's** crew. A meeting shall be set up by the **Contractor's** Stormwater Supervisor prior to any construction activities to clarify the uses and implementation of the spill kit.

The spill kit will not be paid for separately but will be considered incidental to the Bid Item for Erosion and Sediment Control.

2.31 CONSTRUCTION METHOD AND PHASING PLAN

The **Contractor** shall submit a construction method and phasing plan detailing the methods and sequence to be utilized in construction of the proposed facilities. The plan is to include the following items:

1. Mobilization
2. Control and routing of base flows, flood flows, and groundwater;
3. Pedestrian, bicycle, and motorized vehicle Traffic Control as it relates to work phasing;
4. Establishment, maintenance, and restoration of access routes;
5. Stockpiling of existing topsoil;
6. Channel reconstruction;
7. Slope shaping, seeding, and planting;
8. Demobilization.

The **Owner** is to review the construction method and phasing plan and have all questions and issues addressed before construction can proceed. All costs associated with preparation and potential revisions to the method and phasing plan will be considered incidental to the price bid for associated items and no separate payment will be provided.

2.32 REQUESTS FOR INFORMATION (RFI)

"Requests for Information" (RFI) sheets shall be completed by the **Contractor** if additional information of clarification is required. The **RFI** shall be submitted to the **Owner** for processing. **Owner** shall respond to any **RFIs** within 5 business days of receipt. Any changes to the **Plans**, specifications, and construction requirements are to be made in writing. No changes will be permitted based on verbal agreements.

2.33 CONSTRUCTION COORDINATION MEETINGS

The **Contractor will conduct weekly construction progress meetings** with the attendance of all pertinent project related personnel. The **Contractor** shall coordinate with the **Owner** as to the location where the meetings are to be held. The **Contractor** shall create the meeting agenda and distribute meeting minutes within 24 hours of meetings.

2.34 CONSTRUCTION STAKING

The **Contractor** shall be responsible for providing grade and horizontal control for the project elements. At the **Owner** or **Engineer's** request, the **Contractor** shall survey grades and elevations to verify design during construction. The **Contractor** shall place stakes with flags at all property corners as specified on the **Plans** to delineate the work limits. The **Contractor** shall protect all existing control points, property corners and monuments. The **Contractor** shall be responsible for replacing any damaged or destroyed monument, property corner or control point. Any cost associated with providing surveying, grade control, or as built documentation is to be included in the Mobilization bid item.

2.35 CLEAN UP AND REMOVAL OF SEDIMENT DEPOSITS

The **Contractor** shall implement stabilization measures within the project area to control erosion to the extent practical. If sediment or other material from the site migrates downstream of the project area during construction, it shall be removed and disposed of by the **Contractor** without any additional compensation. The **Contractor** is advised to document the existing conditions in the channel and to provide a copy of the documentation to the **Owner** prior to beginning construction.

2.36 TOPSOIL AND SOIL PREPARATION

Contractor shall assume that the soil amendment for seeded areas shall be as specified in **Section 900.02.B** of the Project Special Technical Specifications. No topsoil is anticipated for this project. Anywhere topsoil is called out on plans, material shall be placed and then amended during soil preparation.

Existing topsoil shall be stockpiled and preserved for placement on the top of grade where seeding and sodding is to be performed.

2.37 MEASUREMENT AND PAYMENT

The provisions for measurement and payment contained in this section replace and/or take precedence over the measurement and payment provisions contained in the **Standard Specifications**.

Payment for work performed by the **Contractor** under these Contract Documents will be made at the approved unit price or lump sum price for each of the items as listed in the bid proposal and measured as hereinafter specified. Such payment shall compensate the **Contractor** for all costs in connection with furnishing all labor, equipment and material required and performing the operations necessary to complete the item in accordance with the contract documents. No partial payment shall be made for ordered, delivered, or stockpiled items.

Any items of work which are called out in the **Plans** and/or the specifications or are typical for the type of construction being accomplished and do not have a specific line item in the bid proposal but which are necessary to complete the work in accordance with the requirements of good and standard practice, such as sub-grade preparation and grading are to be considered as incidental to the construction of the project and the **Contractor's** cost for such work shall be included in the bid price for the related item of work.

2.38 PERIOD OF PERFORMANCE

Contractor shall complete work within the following milestone schedule or prior to each date listed:

- Mobilization to Site: September 13, 2024
- Placement of Soil Material on Fairway: October 10, 2024
- Substantial Completion: December 31, 2024

Substantial Completion will consist of the completion of all work related to the bid items for earthwork, riprap, boulders, concrete, seeding, and blanketing. Sod placement may be conducted at a later date according to the requirements of the Special Provisions.

The **Contractor** shall accomplish all incidental work essential to the completion of the project, including cleanup and disposal of waste or surplus material without additional cost to the **Owner**. The cleanup and disposal of waste or surplus material shall be performed during construction or as soon after as is reasonably possible to better maintain the safety and aesthetics of the construction area.

The estimated quantities shown in the bid form are estimates only, being given only as the basis for tabulation and evaluation of the bid, and the City does not warrant, expressly or by implication, that the actual amount of work will correspond therewith. The right to increase or decrease the amount of any class or portion of the work or to make changes in the work required as may be deemed necessary is reserved by the City as provided elsewhere in these specifications. Unless otherwise noted in the following bid items descriptions, the basis of payment will be the plan/bid form quantity. The **Contractor** should perform an independent estimate of quantities and bring discrepancies in excess of 10% of the bid quantity to the attention of the **Engineer** before completion of their bid. It should be noted that certain bid items may be included in the Bid Form to establish a unit price should the use of those items become necessary during construction. Allowance will not be made for loss of anticipated profits of additional compensation should the use of these items be deemed unnecessary. Project survey of existing site conditions was completed in Winter 2023/2024 by Precision Survey and Mapping with project control as stated on the **Plans**. If the **Contractor** does not believe that the survey adequately represents the current site conditions, **Contractor** may at his expense and prior to submitting a Bid, procure an existing conditions survey to document any changed site conditions and necessary changes to earthwork or other quantities.

BID ITEMS DESCRIPTIONS:

Bid Item No. 1: Mobilization (LS)

a. Item Description

Mobilization shall consist of the preparatory work and operations in mobilizing for beginning work on the Project, obtain all required permits, construction staking, construction documentation photographs and videos, pre-construction survey, post-construction survey and restoring the site and demobilizing at the end of construction. This work shall include, but not be limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the Project Site, and for the establishment of temporary offices, safety equipment and first aid supplies, sanitary and other facilities, as required by these Specifications, and State and local laws and regulations. The costs of bonds, plans, permits and any required insurance and other pre-construction expense necessary for the start of the work, excluding the cost of construction materials, shall also be included in this item.

b. Payment

Payment for the Bid Item shall include but is not limited to full compensation for all labor, equipment, tools, and materials necessary to mobilize and obtain permitting, and all other costs incurred or labor and operations which must be performed prior to beginning the other items under the contract, documentation during construction, site restoration, and demobilizing. Payment shall be made based on the applicable contract lump sum price for the Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work.

Payment will be according to the following schedule:

1. When 5% of the original contract amount is earned, 50% of the amount bid for mobilization will be paid.
2. When 50% of the original contract amount is earned, 40% of the amount bid for mobilization will be paid.
3. When the project is substantially complete, redlines are completed, and as-built survey has been completed the remaining 10% of the amount bid for mobilization will be paid.

Bid Item No. 2: Traffic Control (LS)

a. Item Description

This item includes all labor, materials, equipment, and tools required to meet the requirements of Section 800 of the **Standard Specifications**.

b. Payment

Payment shall be made as a percentage of the Traffic Control Lump Sum amount equal to the percent-complete-to-date of the balance of the total contract amount less any previous payments for Traffic Control. In no case shall the total amount paid for Traffic Control exceed the Lump Sum shown in the bid schedule. Payments shall be considered full compensation for all labor, equipment, tools, and materials necessary to complete the work.

Bid Item No. 3: Water Control and Dewatering (LS)

a. Item Description

This work consists of all temporary measures needed to meet the requirements of Section 2.19 of these Special Provisions and Section 920 of the Project Special Technical Specifications during construction of the project. This bid item includes all the costs for labor, equipment, tools, and materials associated with the work.

b. Payment

The lump sum price will include all of the CONTRACTOR's costs. This BID item includes, but is not limited to:

- 1) Preparing and submitting water control plan for review
- 2) Implementing measures to control surface water and groundwater
- 3) Providing temporary power and sound proofing, as required
- 4) Evaluating, designing, constructing, maintaining, replacing, and monitoring dewatering measures
- 5) Modifying the approved and implemented water control plan as necessary
- 6) Furnishing and installing all materials, sediment basins, diversion measures, slope drains, check dams, pumps, dewater bags, earth embankments, sheet pile, wells, stream crossings or any other material necessary for water control
- 7) Monitoring, sampling and analysis, and preparing water quality reports, if required
- 8) Protecting WORK from groundwater, base flows, and storm events
- 9) Providing all other related and necessary labor, equipment, and materials to complete the WORK.

Payment shall be made based on the applicable contract lump sum price for the Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work.

1. When 25% of the original contract amount is earned, 34% of the amount bid for water control and dewatering will be paid.
2. When 50% of the original contract amount is earned, 33% of the amount bid for water control and dewatering will be paid.
3. When 100% of the original contract amount is earned, 33% of the amount bid for water control and dewatering will be paid.

Bid Item No. 4: Clearing and Grubbing (AC)

a. Item Description

Clearing and grubbing consists of clearing, grubbing, removing and disposing of all vegetation and trees 8" or smaller diameter, as needed to construct the proposed improvements as shown on the **Plans** and as required by the Work and not paid for by other bid items. Trees, vegetation, and objects designated to remain shall be preserved free from injury or defacement as part of this bid item.

b. Payment

Payment will be according to the total acreage cleared and grubbed. Payment for the Bid Item shall include but is not limited to full compensation for all labor, equipment, tools, and materials necessary to clear areas as required for site access, staging areas, and construction of the proposed improvements as indicated within the limits of disturbance. Payment shall not be made

for areas cleared unnecessarily, and such areas shall be restored at the **Contractor's** expense. Payment shall be made at the applicable contract unit price for the Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work.

Bid Item No. 5: Erosion Control (LS)

a. Item Description

Erosion control shall be paid as a lump sum item, regardless of the facilities required to manage erosion in compliance with all permits and regulations.

b. Payment

Payment for this item shall include all earthwork, sediment control means and devices, pipes, temporary culverts, check dams, silt fencing, erosion control logs, vehicle tracking, construction access roads, and all other material, equipment, and operations necessary for erosion control measures. This bid item also includes removal of all erosion control measures when the project is complete. Payment shall be made based on the applicable contract lump sum price for the Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work.

Payment will be according to the following schedule:

1. When 25% of the original contract amount is earned, 34% of the bid amount will be paid.
2. When 50% of the original contract amount is earned, 33% of the bid amount will be paid.
3. When 100% of the original contract amount is earned, 33% of the bid amount will be paid.

Bid Item No. 6: Concrete Channel and Concrete Apron Removal (LS)

a. Item Description

This item includes removing and properly disposing offsite concrete rubble, miscellaneous metals, handrailing, and other items as noted to be removed that are not covered by another pay item. The cost of removing and disposing of the existing concrete channel and existing concrete apron is to be included in this bid item. This work also includes removal of any debris as necessary to complete the work. Items to be removed shall become the property of the **Contractor**.

b. Payment

Payment shall be made on a percent complete basis as concrete or other debris is removed from the site and disposed of by the **Contractor** as approved by the **Engineer**.

Bid Item No. 7: Earthwork, Fill with Onsite (CY)

a. Item Description

The measurement for payment for this item will be the actual number of cubic yards of material used for fill, computed by the average end area method or grid method (difference between existing and finished grades) in accordance with the DRAWINGS and SPECIFICATIONS or as otherwise directed by the ENGINEER. No measurement of this item will be made unless changes to the CONTRACT DOCUMENTS are made, in which case the ENGINEER will perform measurement of the modified volume. It is anticipated that the volume of material in the berm on the south end of the project will be reduced due to other projects utilizing the material. The contractor will obtain a survey during mobilization to allow the ENGINEER to update the quantity under this bid item. The quantity is based on the neat lines shown on the DRAWINGS and does not account for shrinkage or swell, and does not include structural excavation or pre-excavation required to install other BID items. The unit price will include all of the CONTRACTOR's costs.

This BID item includes, but is not limited to:

- 1) Placing, reworking, and compacting fill material
- 2) Moistening, drying, and reconditioning material, as necessary, to meet moisture-density requirements
- 3) Surface roughening and terracing BMPs as shown on the DRAWINGS
- 4) Providing all other related and necessary labor, equipment, and materials to complete the WORK.

b. Payment

Payment shall be based on units completed and accepted in place.

Bid Item No. 8: Earthwork, Haul Off-Site (CY)

a. Item Description

The measurement for payment for this item will be the actual number of cubic yards of material excavated and stockpiled, computed as the difference between Bid Item #8 and Bid Item #9. No measurement of this item will be made unless changes to the CONTRACT DOCUMENTS are made, in which case the ENGINEER will perform measurement of the modified volume. It is anticipated that the volume of material in the berm on the south end of the project will be reduced due to other projects utilizing the material. The contractor will obtain a survey during mobilization to allow the ENGINEER to update the quantity under this bid item. The quantity is based on the neat lines shown on the DRAWINGS and does not account for shrinkage or swell and does not include structural excavation or pre-excavation required to install other BID items. The unit price will include all of the CONTRACTOR's costs. This BID item includes, but is not limited to:

- 1) Transporting and stockpiling with BMPs at the Sand Creek Stockpile area as designated by OWNER,
- 2) Removing, hauling, and disposing of deleterious materials
- 3) Providing all other related and necessary labor, equipment, and materials to complete the WORK.

b. Payment

Payment shall be based on units completed and accepted in place.

Bid Item No. 9: Type H Riprap (CY)

a. Item Description

This item includes the Type H Riprap of each type to be placed as indicated in the **Plans** and as directed by the **Engineer**. The quantity of Type H Riprap to be paid for each type for will be measured in the field as the length multiplied by the average width of constructed riprap on the finished ground area of the riprap. The ground area will be multiplied by the specified depth of rock to determine the pay quantity in cubic yards. This work shall be performed in accordance with City of Colorado Springs Standard Specifications and with information in the **Plans**.

b. Payment

Payment shall be made at the applicable contract unit price for the Bid Item multiplied by the field measured quantity and shall include full compensation for all labor, equipment, hauling, tools, and materials necessary to complete the work to place and install the Type H Riprap as shown in the contract documents including, but not limited to excavation, disposal of excess excavated soil, subgrade preparation, water control, rock materials, soil materials not paid for by another Bid Item, mixing, placement of riprap, compaction, and bringing surrounding ground to finished grades.

Bid Item No. 10: 3-Foot Boulder Riffle (CY)

a. Item Description

This item includes the 3-Foot Boulders of each type to be placed as indicated in the **Plans** and as directed by the **Engineer** for construction of the ungrouted boulder riffle. The quantity of Soil Riprap to be paid for each type for will be measured in the field as the length multiplied by the average width of constructed boulders on the finished ground area of the boulders. The ground area will be multiplied by the specified depth of rock to determine the pay quantity in cubic yards. This work shall be performed in accordance with City of Colorado Springs Standard Specifications and with information in the **Plans**.

b. Payment

Payment shall be made at the applicable contract unit price for the Bid Item multiplied by the field measured quantity and shall include full compensation for all labor, equipment, hauling, tools, and

materials necessary to complete the work to place and install the 3-Foot Boulder Riffle as shown in the contract documents including, but not limited to excavation, disposal of excess excavated soil, subgrade preparation, water control, rock materials, soil materials not paid for by another Bid Item, mixing, placement of boulders, compaction, and bringing surrounding ground to finished grades.

Bid Item No. 11: Type M Riprap (CY)

a. Item Description

This item includes the Type M Riprap of each type to be placed as indicated in the **Plans** and as directed by the **Engineer**. The quantity of Type M Riprap to be paid for each type for will be measured in the field as the length multiplied by the average width of constructed riprap on the finished ground area of the riprap. The ground area will be multiplied by the specified depth of rock to determine the pay quantity in cubic yards. This work shall be performed in accordance with City of Colorado Springs Standard Specifications and with information in the **Plans**.

b. Payment

Payment shall be made at the applicable contract unit price for the Bid Item multiplied by the field measured quantity and shall include full compensation for all labor, equipment, hauling, tools, and materials necessary to complete the work to place and install the Type M Riprap as shown in the contract documents including, but not limited to excavation, disposal of excess excavated soil, subgrade preparation, water control, rock materials, soil materials not paid for by another Bid Item, mixing, placement of riprap, compaction, and bringing surrounding ground to finished grades.

Bid Item No. 12: Bridge Abutment Boulders (CY)

a. Item Description

This item includes the 3-Foot Boulders of each type to be placed as indicated in the **Plans** and as directed by the **Engineer**. The quantity of 3-Foot Boulders to be paid for each type for will be measured in the field as the length multiplied by the average width of constructed boulders on the finished ground area of the boulders. The ground area will be multiplied by the specified depth of rock to determine the pay quantity in cubic yards. This work shall be performed in accordance with City of Colorado Springs Standard Specifications and with information in the **Plans**.

b. Payment

Payment shall be made at the applicable contract unit price for the Bid Item multiplied by the field measured quantity and shall include full compensation for all labor, equipment, hauling, tools, and materials necessary to complete the work to place and install the 3-Foot Boulders as shown in the contract documents including, but not limited to excavation, disposal of excess excavated soil, subgrade preparation, water control, rock materials, soil materials not paid for by another Bid Item, mixing, placement of boulders, compaction, and bringing surrounding ground to finished grades.

Bid Item No. 13: Nedia Koir Wrap 1200 (SY)

a. Item Description

Nedia KoirWrap 1200 shall include any cost associated with the acquisition, transportation, and placement of the erosion control blanket per the approved plans and the manufacturer's recommendations. Measurement and payment will be based on the total square yardage (SY) of erosion control blanket constructed in place and does NOT include overlap or anchoring. Overlapping and anchoring is considered incidental to installation. This item shall include the costs of both the anchoring system and toeing the blanket below the channel invert, if applicable. This work shall be performed in accordance with City of Colorado Springs Standard Specifications and with information in the **Plans**.

b. Payment

Payment shall be made at the applicable contract unit price for the Bid Item multiplied by the field measured quantity and shall include full compensation for all labor, equipment, hauling, tools, and materials necessary to complete the work to place and install the Nedia Koir Wrap as shown in the

contract documents including, but not limited to fine grading, water control, anchoring materials, materials not paid for by another Bid Item, and bringing surrounding ground to finished grades.

Bid Item No. 14: Upland Seeding(SF)

Bid Item No. 15: Riparian Seeding (SF)

Bid Item No. 16: Wetland Seeding (SF)

Bid Item No. 17: Bluegrass Seeding (SF)

a. Item Description

This item includes seeding and mulching as designated on the **Plans** and details. The quantity of seed and mulch to be paid for will be the measured surface area in square feet.

Materials shall be in accordance with the Standard Specifications as modified by the Special Technical Specifications.

b. Payment

Payment shall be made at the applicable contract unit price for the Bid Item and shall be considered full compensation for furnishing and installation of all materials; seeding, reseeding, weeding, and maintenance until final acceptance, and all other items necessary to develop a healthy stand of grass as shown on the drawings and in accordance with the specifications.

Bid Item No. 18: Bluegrass Sod (SF)

c. Item Description

This item includes sod placement as designated on the **Plans** and details. The quantity of sod to be paid for will be the measured surface area in square feet.

Materials shall be in accordance with the Standard Specifications as modified by the Special Technical Specifications.

d. Payment

Payment shall be made at the applicable contract unit price for the Bid Item and shall be considered full compensation for furnishing and installation of all materials; seeding, reseeding, weeding, and maintenance until final acceptance, and all other items necessary to develop a healthy stand of grass as shown on the drawings and in accordance with the specifications.

Bid Item No. 19: Concrete Apron Concrete (CY)

a. Item Description

Concrete Apron Concrete will be measured by the cubic yard in accordance with the dimensions shown on the **Plans**. Plan quantities reflect deductions for all voids designed into the structures. This work shall be performed in accordance with Section 600 of the Standard Specifications as modified by the Special Technical Specifications.

b. Payment

The accepted quantities will be paid for at the contract unit price per cubic yard of concrete placed. Payment shall include all materials, labor, and equipment required to place and install the reinforced concrete as shown in the contract documents including, but not limited to subgrade preparation, drainage holes and core, forming, rebar placement, form release, concrete, delivery, installation, curing, blanketing if required, testing, backfill, compaction and bringing surrounding ground to finished grades.

SCHEDULE E

PROJECT SPECIAL TECHNICAL SPECIFICATIONS

The Technical Specifications for this project shall be the City of Colorado Springs; Engineering Division "Standard Specifications" (herein referenced as Standard Specifications) revised March 2005. The following Special Technical Specifications take precedence over, supplement, or modify the Standard Specifications.

INDEX OF REVISIONS AND ADDITIONS

SECTION REVISED OR ADDED

- 900 Seeding, Fertilizer, Blanket, and Mulching
- 920 Water Control and Dewatering
- 925 Clearing and Grubbing
- 950 Construction Surveying

PROJECT SPECIAL TECHNICAL SPECIFICATIONS

REVISION OF SECTION 900 - SEEDING, FERTILIZER, BLANKET AND MULCHING

Section 900 of the Standard Specifications are hereby amended as follows:

900.01	Description
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This work shall consist of furnishing and spreading soil amendments, fertilizers; soil preparation; furnishing and drilling or sowing seed; mulching the seeded areas; and placing blue grass sod in accordance with these specifications, accepted horticultural practice, and in reasonably close conformity with the locations and details shown on the plans or as designated.

This work will require coordination with ongoing replacement of the golf course irrigation system and includes protection of newly installed sod .

For seeding in unirrigated or sprinkled areas, spring seeding is allowed from the spring thaw to June 15th and fall seeding is allowed from September 1st until consistent ground freeze. Seeding will be allowed between June 15th and September 1st only with irrigation or sprinkler systems being utilized.

Seeding accomplished outside the time periods listed above will be allowed only when ordered by the Engineer or when the Contractor's request is approved in writing. When requested by the Contractor, the Contractor must agree to perform the following work at no cost to the City: (1) apply the specified seed and mulch at a rate of not less than 25 percent greater per unit area than the rates specified for use within the time periods listed above, (2) reseed, remulch, and repair areas which fail to produce vegetation.

When seeding is ordered by the Engineer outside the time periods listed above, the cost of additional material will be paid for by the City. The Contractor will not be responsible for failure of the seeded area to produce vegetation due to reasons beyond the control of the Contractor.

Sod shall be placed between September 15 to October 15 and March 1 to April 15 of the calendar year or as otherwise approved by the Engineer.

Mulching may be accomplished by the crimping method using straw or hay, by the hydraulic method using wood cellulose fiber mulch or by other acceptable mulching methods approved by the Engineer.

900.02 Materials - Seed, Fertilizer, Mulch and Sod

- A. Seed. All seed shall be furnished in bags or containers clearly labeled to show the name and address of the supplier, the seed name, the lot number, net weight, origin, the percent of weed seed content, the guaranteed percentage of purity and germination, pounds of pure live seed (PLS) of each seed species and the total pounds of pure live seed in the container. All brands furnished shall be free from such noxious seeds as Russian or Canadian Thistle, European Bindweed, Johnson Grass and Leafy Spurge. The Contractor shall furnish to the Engineer a signed statement certifying that the seed furnished is from a lot that has been tested by a recognized laboratory for seed testing within six months prior to the date of delivery. Seed which has become wet, moldy, or otherwise damaged in transit or in storage will not be acceptable.

Seed mixes and rates are as shown on the drawings. Planting rates are expressed in terms of pure live seed (PLS).

Seed and seed labels shall conform to all current State and Federal regulations and will be subject to the testing provisions of the Association of Official Seed Analysis. Computations for quantity of seed required are based on the percentage of purity and percent of germination.

Bluegrass seed shall be "Sports Turf" as supplied by AV Seed, Denver, (303) 320-7500 or approved equal.

If seed available on the market does not meet the minimum purity and germination percentages specified, the Contractor must compensate for a lesser percentage of purity of germination by furnishing sufficient additional seed to equal the specified product. Product comparison shall be made on the basis of pure live seed in pounds based on the information received from each seed bag. The formula used for determining the quantity of pure live seed (PLS) shall be: Pounds of Seed x (Purity x Germination) = Pounds of Pure Live Seed (PLS)

Areas that are non-irrigated or not provided with sprinkling or watering systems shall be seeded prior to May 15th in the Spring or following September 30th in the Fall.

Seeding shall follow closely behind the tilling of the fertilizer or as directed by the Engineer, to make special seed bed preparation unnecessary. The Engineer may establish test sections for adjusting the seeding equipment to assure the specified rate. The Engineer may order equipment re- adjustment at any time.

All slopes 2:1 and flatter shall be seeded by mechanical power drawn drills followed by packer wheels or drag chains. Mechanical power drawn drills shall have depth bands set to maintain a planting depth of at least one- quarter inch and shall be set to space the rows not more than seven inches (7") apart. Seed that is extremely small shall be sown from a separate hopper adjusted to the proper rate of application.

Seed shall not be drilled or sown during windy weather or when the ground is frozen or otherwise untillable.

If inspections indicate that strips wider than the specified space between the rows planted have been left or other areas skipped, the Engineer may require immediate resowing of seed in such areas at the Contractor's expense.

Irrigation of Sod and Bluegrass seed shall be in coordination with Valley Hi Maintenance and Management staff at the direction of the Project Engineer.

Areas in which there is not a satisfactory stand (no bare areas larger than six (6) square inches) at the expiration of this seven week period shall be reseeded. Sprinkling of the seeded areas shall be carefully done in such manner to avoid standing water, surface wash, or scour. Areas seeded and so maintained shall be protected against damage by vehicle and pedestrian traffic by the use of barriers and appropriate warning signs.

- B. Soil Amendments. Class 1 compost material shall at areas for Sod and Bluegrass seed shall consist of aged organic matter, free of weed or other noxious plant seeds, lumps, stones, or other foreign contaminants harmful to plant life and have the following characteristics based on a nutrient test performed no longer that 3 months prior to its incorporation into the project.
- a. Organic matter: twenty-five (25%) percent maximum
 - b. Salt content: Five (5.0) mmhos/cm maximum
 - c. pH: 7.5, maximum
 - d. Carbon to nitrogen ratio shall be less than 20:1

Mountain peat, aspen humus, gypsum and sand will not be accepted.

- C. In general, native seed areas will receive Soil Conditioners unless otherwise noted or specified by the Project Manager. For the purpose of bidding the contractor shall assume the products listed below will be applied at the rate specified by the manufacturer for each seeding type identified in the Construction Documents.
- a. Organic slow release fertilizer (6-1-1), acceptable product: Biosol or approved equal.
 - b. Granular Humic Acid soil conditioner, acceptable product: "Menefee Humate Soil Conditioner".
 - c. Mycorrhizal Fungi: Dry, granular inoculant containing at least 5300 spores per lb. (0.45kg) of endomycorrhiza.

- D. Fertilizers. Fertilizers for bluegrass seeded areas shall be commercial type of uniform composition, free-flowing and conforming to the applicable State and Federal laws. Submit manufacturer's guaranteed analysis. Guaranteed analysis shall be designed to conform with the following percentages by weight for all seeded areas:

Nitrogen	20%
Phosphorous	20%
Potassium	10%

Other forms of commercial fertilizers may be used only upon written request by the Contractor and approval by the Engineer.

Commercial fertilizer shall conform to the applicable State Fertilizer laws. It shall be uniform in composition, dry and free flowing and shall be delivered to the site in the original, unopened containers, each bearing the manufacturer's guaranteed analysis. Fertilizer which becomes caked or otherwise damaged, making it unsuitable for use, will not be accepted.

- E. Mulch. Hay mulch shall consist of clean field hay and shall not contain seeds of noxious weeds. Hay in such an advanced state of decomposition as to smother or retard the growth of grass will not be accepted. Hay which breaks in the crimping process rather than bending will not be accepted. The hay mulch shall have a minimum of 60% of the hay stubble 10" or longer upon completion of the crimping operation.

After seeding has been completed, hay shall be uniformly applied at the rate of two tons per acre or as directed. It shall then be crimped in with a crimper or other approved equipment. After application 60% of the crimped hay shall be 10" or longer. The Engineer may order the employment of hand-crimping operations on such areas where excessive ground slopes or confined areas would cause unsatisfactory crimping to result by mechanical methods. Crimping shall be performed on the contour. Crimping against the contour shall not be accepted.

The seeded area shall be mulched and crimped within 24 hours after seeding. Areas not mulched and crimped within 24 hours after seeding must be reseeded with the specified seed mix at the Contractor's expense.

Wood Cellulose Fiber for hydraulic mulching shall not contain any substance or factor which might inhibit germination or growth of grass seed. It shall be dyed an appropriate color to allow visual metering of its application. The wood cellulose fibers shall have the property of becoming evenly dispersed and suspended when agitated in water. When sprayed uniformly on the surface of the soil, the fiber shall form a blotter- like ground cover which readily absorbs water, and allows infiltration to the underlying soil. Weight specifications from suppliers, and for all applications, shall refer only to air dry weight of the fiber, a standard equivalent to 10 percent moisture. The mulch material shall be supplied in packages having a gross weight not in excess of 100 pounds, and shall be marked by the manufacturer to show the air dry weight content. Suppliers shall certify that laboratory and field testing of their product has been accomplished, and that it meets all of the foregoing requirements pertaining to wood cellulose fiber mulch.

Cellulose wood fiber mulch shall be added after the proportionate quantities of water and other approved materials have been placed in the slurry tank. All ingredients shall be mixed to form a homogeneous slurry. Using the color of the mulch as a metering agent, the operator shall spray apply the slurry mixture uniformly over the designated seeded areas. Areas not properly mulched or areas damaged due to the Contractor's negligence, shall be repaired and remulched in an acceptable manner at the Contractor's expense.

Mulch removed by circumstances beyond the Contractor's control shall be repaired and remulched as ordered. Payment for this corrective work, when ordered, shall be at the contract prices.

- F. Sod. Bluegrass sod shall be "Short Cut Blue" as supplied by Green Valley Turf Company, (719)598-8686 or approved equal. Sod shall be maintained at 0.5" HOC, a minimum of 3/4" thick, harvested in rolls, fertilized two to three weeks before cutting and shall be cut not more than 24 hours prior to planting. Sod shall be one year old, minimum, grown under intensive care and cultivation to produce a thick, even stand of grass. Sod may be inspected by Engineer before cutting. Sod shall be of sufficient quantity to cover all new sodded areas. Time delivery so that sod will be placed within 24 hours after stripping. Protect sod against drying and breaking of rolled strips.

Preparatory to sodding, the top four inches of the surface shall be tilled and brought to the desired line and grade.

The application of soil amendment and fertilizer shall be incorporated into the soil prior to sodding and shall consist of a soil amendment as in Item B and a commercial fertilizer having an available nutrient analysis as in Item D., Fertilizer, unless otherwise shown on plans. Spread the fertilizer over the entire area to be sodded and incorporate into the top four (4) inches of soil by dicing or rotating until a uniform mixture is obtained with no pockets of soil or amendments remaining.

1. Lay sod smoothly, edge to edge, and with staggered joints. Butt edges tightly. Lay within eight hours after delivery.
2. Water sod lightly as laying progresses to prevent drying of sod.
3. Roll sod with a light roller diagonally, leveling irregularities and sealing joints.
4. Keep the soil bed moist during laying of sod.
5. Top of sod should be slightly below gravel, asphalt and concrete walks on the downhill side and flush on the uphill side.
6. Water sod thoroughly with a fine spray immediately after planting.

Provide necessary grass care including fertilizing, erosion repair, watering, to permit establishment of the sod. Provide maintenance of protection fences, barriers or warning signs needed to protect sodded area from encroachment by vehicular or pedestrian traffic where necessary or where required by the Engineer.

Minor damage or vandalism to the sodded areas shall be the responsibility of the Contractor until all work receives Final Acceptance by the Engineer.

Major damage caused by flood, hail storm, or large rain storm, unusual for that time of season or vandalism and through no fault of the Contractor to protect his work, shall immediately be brought to the attention of the Engineer who will be the sole judge as to the extent of such damage.

Major damage shall be repaired by the Contractor and paid for by the Owner under the provisions of "changed conditions", as stated in the General Provisions if such work is authorized by the Engineer.

Upon completion of all sodding operations, the Contractor shall request an inspection by the Engineer. If all work is acceptable, the Contractor shall maintain all sodded areas for a period of one (1) year from the contract "Date of Completion". At the end of this period, the sodded areas shall be given "Final Acceptance" if the sod is adequately established as determined by the Engineer.

900.03 Method of Measurement

The quantities of native seeding will not be measured but shall be the quantities shown on the plans, completed and accepted; except that measurements will be made for revisions requested by the Engineer, or for discrepancies of plus or minus five percent of the total quantity shown on the plans.

The quantity of native seeding shall include Soil Conditioners per 900.02 C. and wood cellulose fiber (if applicable) hydromulch, mulch and seed, completed and accepted. The quantity of sod to be measured will be the actual number of square feet including soil preparation, fertilizer and sod, completed and accepted.

Measurement for acres will be by slope distances.

900.04 Basis of Payment

The accepted quantities of native seeding and sod will be paid for at the contract unit price for each of the pay items listed below that appear in the bid schedule. Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Seeding (Upland)	Square Foot
Seeding (Riparian)	Square Foot
Seeding (Wetland)	Square Foot
Seeding (Bluegrass)	Square Foot
Sod	Square Foot

Soil preparation, soil conditioners, seed, fertilizer, mulching, protection fencing and necessary grass care will not be paid for separately but shall be included in the work.

Cost for adjusting or re-adjusting the seeding or fertilizing equipment will not be paid for separately but shall be included in the work.

Costs for adjusting or re-adjusting the mulching equipment will not be paid for separately but shall be included in the work.

Water for seeding, mulching, hydraulic mulching, and sodding will not be paid for separately but shall be included in the work.

SECTION 920 - WATER CONTROL AND DEWATERING

Section 920 is hereby added to the Standard Specifications and shall include the following:

920.1 General

920.1.01 Scope of Work:

The work of this section consists of controlling groundwater, channel low flows, and higher storm flows during construction. Contractor is cautioned that the work involves construction in and around drainage channels, local rivers, and areas of local drainage. These areas are subject to frequent periodic inundation.

920.1.02 Materials:

Onsite materials may be used within the limits of construction to construct temporary dams and berms. Other materials such as plastic sheeting, sandbags, pre-cast concrete barriers, riprap and storm sewer pipe, and pumps may also be used if desired by the **Contractor**.

920.1.03 Submittals

The **Contractor** is required to submit a detailed Water Control and Dewatering Plan for review prior to installing any components of the plan. At a minimum, the Water Control and Dewatering Plan shall include:

- A. Descriptions of proposed groundwater and surface water control facilities including but not limited to, equipment, methods, standby equipment and power supply, means of measuring inflow to excavations, pollution control facilities, discharge locations to be utilized, and types of construction, such as: temporary well points, coffer dams, channels, or other flow diversion schemes.
- B. Drawings showing locations, dimensions, and relationship of elements of each system.
- C. Design calculations demonstrating adequacy of proposed dewatering systems and components.
- D. If system is modified during installation or operation, revise or amend and resubmit Water Control and Dewatering Plan.

920.1.04 Construction Requirements:

- A. **General:** For all excavation, the **Contractor** shall provide suitable equipment and labor to remove water, snow and ice and keep the excavation dewatered so that construction can be completed in dry conditions where required by the Drawings and Specifications. Continuously control water during course of construction, including weekends and holidays and during periods of work stoppages, and provide adequate backup systems to maintain control of water.

Water control shall be accomplished such that no damage is done to adjacent channel banks or structures. The **Contractor** is responsible for investigating and becoming familiar with all site conditions that may affect the work including surface water; level of groundwater and the time of year the work is to be done. All excavations made as part of dewatering operations shall be backfilled with the same type material as was removed and compacted to a minimum of 95% of the maximum dry density modified proctor (ASTM 1557) except where replacement by other materials and/or methods are required.

By submitting a BID, CONTRACTOR acknowledges that CONTRACTOR has investigated the risk arising from surface water and groundwater, and has prepared his BID accordingly, and assumes all of said risk.

At no time during construction shall CONTRACTOR affect existing surface or subsurface drainage patterns on adjacent property. Any damage to adjacent property resulting from CONTRACTOR's alteration of surface or subsurface drainage patterns shall be repaired by CONTRACTOR at no additional cost to OWNER.

Pumps and generators used for dewatering and water control shall be quiet equipment enclosed in sound deadening devices. Contractor shall remove all temporary water control facilities when they are no longer needed or at the completion of the PROJECT.

B. Surface Water Control: Surface water control generally falls into the following categories:

1. Normal low flows along Sand Creek
2. Storm/flood flows along Sand Creek
3. Flows from pipe outfalls and
4. Local surface flows

The **Contractor** shall coordinate, evaluate, design, construct, and maintain temporary water control systems. These systems shall not worsen flooding, alter major flow paths, or worsen flow characteristics during construction. The **Contractor** is responsible to ensure that any such worsening of flooding does not occur.

At a minimum, the **Contractor** will be responsible for diverting the quantity of surface flow around the construction area so that the excavation and the placement of embankment, riprap and bedding material can remain free of surface water and ice for the time it takes to install these materials, and the time required for curing of any concrete or grout. The **Contractor** is cautioned that the minimum quantity of water to be diverted is for erosion control and construction purposes and not for general protection of the construction site. ***It shall be the Contractor's responsibility to determine the quantity of water which shall be diverted to protect all work from damage caused by stormwater. The Contractor will be responsible for all repairs required due to flood damage.***

The Contractor shall, at all times, maintain a flow path for Spring Creek Tributary flow.

Temporary structures such as berms, sandbags, pre-cast concrete barriers, etc. may be permitted for the control of channel flow, as long as such measures are not a major obstruction to flood flows, do not worsen flooding, or alter historic flow routes. Existing trees and vegetation should be preserved. The Contractor shall conduct the operation in such a manner that storm waters may proceed uninterrupted along the drainage courses. Any damage done during storm flows to temporary or partially completed structures, or resulting from the Contractor's operations, shall be repaired by the Contractor at the Contractor's expense.

C. Groundwater Control: The Contractor shall install adequate measures to maintain the level of groundwater below the foundation subgrade elevation and maintain sufficient bearing capacity for structures, pipelines, earthwork, and rock work. Groundwater levels may fluctuate. Such measures may include, but are not limited to, installation of perimeter subdrains, pumping from drilled holes or pumping from sumps excavated below the subgrade elevation. The foundation bearing surfaces are to be kept dewatered and stable until the structures or other types of work are complete and backfilled. Disturbance of foundation subgrade by Contractor operations shall not be considered as originally unsuitable foundation subgrade and shall be repaired at Contractor's cost. The Contractor shall coordinate ground water control measures with surface water diversions since the effectiveness of ground water control will depend on the amount of surface water infiltration allowed by the diversion system.

Contractor shall dispose of groundwater as follows:

- A. Obtain discharge permit for water disposal from authorities having jurisdiction.
- B. Treat water collected by dewatering operations, as required by regulatory agencies, prior to discharge.
- C. Discharge water as required by discharge permit and in manner that will not cause erosion or flooding, or otherwise damage existing facilities, completed Work, or adjacent property.
- D. Remove solids from treatment facilities and perform other maintenance of treatment facilities as necessary to maintain their efficiency.

- END OF SECTION -

SECTION 925 – CLEARING AND GRUBBING

Section 925 is hereby added to the Standard Specifications and shall include the following:

925.01 Description

This work consists of clearing, grubbing, removing, and disposing of all vegetation, debris, and materials as needed to construct the proposed improvements as shown on the Drawings and as required by the Work. Vegetation and objects designated to remain shall be preserved free from injury or defacement.

925.02 Construction Requirements

All trees, shrubs, grass, weeds and debris located within approximate work limits as shown on the plans and details that must be removed to accomplish the work shall be removed and properly disposed of offsite, unless otherwise specified on the plans or by the owner. Removal of any vegetation shall be reviewed and approved by the Owner prior to removal. Trees and significant shrubs to be removed shall be marked by the contractor and approved by the owner prior to removal. Any object including trees, shrubs, or plants not designated for removal by the **Owner**, that are damaged shall be repaired or replaced as directed by the **Owner**, at the **Contractor's** expense.

Except in areas to be excavated, all holes resulting from the removal of obstructions shall be backfilled with suitable material and compacted in accordance with the Standard Specifications.

Except as otherwise noted in the plans and special provisions, all cleared timber shall be moved from the project and shall become the property of the **Contractor**. Branches on trees or shrubs shall be removed as directed. All trimming shall be done in accordance with good tree surgery practices as recommended by **City Parks and Recreation Department**.

- END OF SECTION -

SECTION 950 - CONSTRUCTION SURVEYING

Section 950 is hereby added to the Standard Specifications and shall include the following:

950.01 General

- A. Surveying: It shall be the responsibility of the **Contractor** to provide construction staking for as needed to control horizontal and vertical locations of the proposed work items including all offset lines necessary for construction.
- B. All construction surveying provided by the **Contractor** shall be completed under the Supervision of a Colorado Registered Land Surveyor.
- C. The construction plans for the project provide the elevations and descriptions of permanent and temporary project monuments. The Contractor shall check all control points provided by the Engineer and verify and document their accuracy, prior to using them for construction surveying.
- D. Supervision: The Contractor shall have supervision, knowledge of the project requirements and proper installation, and construction procedures, available in the field at all times that work is progressing.

- END OF SECTION -



SCHEDULE F – Construction Plan Set

PLEASE SEE BIDNET FOR FULL DOCUMENTS
WWW.BIDNETDIRECT.COM



SCHEDULE G – Valley Hi Channel Stormwater Management Plan (CSWMP)

PLEASE SEE BIDNET FOR FULL DOCUMENTS
WWW.BIDNETDIRECT.COM



SCHEDULE H – Valley Hi Grading & Erosion Control Plans (GEC)

PLEASE SEE BIDNET FOR FULL DOCUMENTS
WWW.BIDNETDIRECT.COM



SCHEDULE I – Valley Hi Tributary Variance Letter

PLEASE SEE BIDNET FOR FULL DOCUMENTS
WWW.BIDNETDIRECT.COM



SECTION VI – EXHIBITS

Exhibit 1	Sample Contract
Exhibit 2	Qualifications Documents
Exhibit 3	Evaluation Scoresheet



EXHIBIT 1 SAMPLE CONTRACT

CONSTRUCTION CONTRACT

Contract Number:		Project Name/Title	
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		City Dept Rep	
NOT TO EXCEED Contract Amount:		City Account #	
Contract Type:	Fixed Unit Price	Period of Performance:	

1. INTRODUCTION

THIS Fixed Unit Price CONTRACT ("Contract") is made and entered into this XXX day of XXX, 2024 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: XXXX.

The Contractor did on the XXX day of XXX, 2022 submit to the City the Contractor's written offer and proposal to do the work therein described under the terms and conditions therein set forth and furnish all materials, supplies, labor, services, transportation, tools, equipment, and parts for said work in strict conformity with the accompanying Contract Documents, which are attached hereto and incorporated herein by this reference, including the following:

1. This Contract
2. Schedule A – Price Sheet
3. Schedule B – General Construction Terms and Conditions
4. Schedule C – Statement of Work
5. Schedule D – Project Specific Special Provisions
6. Schedule E – Project Special Technical Specifications
7. Schedule F – Construction Plan Set
8. Schedule G – Design Report
9. Schedule H – Valley Hi Channel Stormwater Management Plan (CSWMP)



10. Schedule I – Valley Hi Grading & Erosion Controls Plans
11. Schedule J – Variance Letter
12. Exhibit 2 – Minimum Insurance Requirements

2. COMPENSATION/CONSIDERATION

THIS FIXED UNIT PRICE CONTRACT is established at the Not to Exceed amount of \$xxxxxxx.

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

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

3. TERM OF CONTRACT

Contractor will start work promptly after the Notice to Proceed and continue to work diligently until completed. The Contractor shall complete all work on an as ordered basis throughout the Contract period which is **180 Days from Notice to Proceed** (“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 Exhibit 2, which includes Property, Liability, and as otherwise listed in Exhibit 2. 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 Contractor 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. The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all Scope of Work services furnished by the Contractor under this Contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in services provided under this Contract to the satisfaction of the City.



- B. The City's review, approval of, acceptance of, or payment for the services required under this Contract shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the City for any and all damages to the City caused by the Contractor's negligent performance of any of the services furnished under this Contract.
- C. The rights and remedies of the City provided for under this Contract are in addition to any other rights and remedies provided by law.
- D. If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

6. WORK OVERSIGHT

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

7. SUBCONTRACTORS, ASSOCIATES, AND OTHER CONTRACTORS

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



8. KEY PERSONNEL

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

9. START AND CONTINUANCE OF WORK

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

10. APPROPRIATION OF FUNDS

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

11. CHANGES

The Contractor and the City agree and acknowledge as a part of this Contract that no change order or other form or order or directive may be issued by the City which requires additional compensable work to be performed, which work causes the aggregate amount payable under the Contract to exceed the amount appropriated for this Contract as listed above, unless the Contractor has been given a written assurance by the City that lawful appropriations to cover the costs of the additional work have been made or unless such work is covered under a remedy-granting provision of this Contract. The Contractor and the City further agree and acknowledge as a part of this Contract that no change order or other form or order or directive which requires additional compensable work to be performed under this Contract shall be issued by the City unless funds are available to pay such additional costs, and, regardless of any remedy-granting provision included within this Contract, the Contractor shall not be entitled to any additional compensation for any change which increases or decreases the Contract completion date, or for any additional compensable work performed under this Contract, and expressly waives any rights to additional compensation, whether by law or equity, unless, prior to commencing the additional work, the Contractor is given a written change order describing the change in Contract completion date or the additional compensable work to be performed, and setting forth the amount of



compensation to be paid, and such change order is signed by the authorized City representative, as defined below. The amount of compensation to be paid, if any, shall be deemed to cover any and all additional, direct, indirect or other cost or expense or profit of the Contractor whatsoever. It is the Contractor's sole responsibility to know, determine, and ascertain the authority of the City representative signing any change order under this Contract.

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

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

The Department Manager: up to \$149,999.99

The City of Colorado Springs Deputy Chief of Staff: \$150,000.00 to \$499,999.99

The City of Colorado Springs Chief of Staff: \$500,000.00 to \$1,999,999.99

The Mayor of Colorado Springs: Unlimited

12. ECONOMIC PRICE ADJUSTMENT

- A. The Contractor shall notify the City of Colorado Springs Procurement Services Division if, at any time during contract performance, the rate of pay for labor or the unit prices for material shown in Schedule A experiences a significant increase. A change in price shall be considered significant when the unit price of an item increases by 10% from the execution date of this Contract. The Contractor shall furnish notice of this increase within 60 days after the increase, or within any additional period that the City Procurement Services Division may approve in writing, but not later than the date of final payment under this Contract. The notice shall include the Contractor's proposal for an adjustment in the Contract unit prices to be negotiated under paragraph (b) of this clause, and shall include, in the form required by the City Procurement Services Division, supporting data explaining the cause, effective date, and amount of the increase and the amount of the Contractor's adjustment proposal.
- B. Promptly after the City Procurement Services Division receives the notice and data under paragraph (a) of this clause, the City Procurement Services Division and the Contractor shall negotiate a price adjustment in the contract unit prices and its effective date. However, the City Procurement Services Division may postpone the negotiations until an accumulation of increases in the labor rates (including fringe benefits) and unit prices of material shown in Schedule A results in an adjustment allowable under paragraph (c)(3) of this clause. The City Procurement Services Division shall modify this contract (1) to include the price adjustment and its effective date and (2) to revise the labor rates (including fringe benefits) or unit prices of material as shown in Schedule A to reflect the increases resulting from the adjustment. The Contractor shall continue performance at current rates pending agreement on, or determination of, any adjustment and its effective date.
- C. Any price adjustment under this clause is subject to the following limitations:
 1. Any adjustment shall be limited to the effect on unit prices of the increases in the rates of pay for labor (including fringe benefits) or unit prices for material shown in Schedule A. There shall be no adjustment for:



- (i) Supplies or services for which the production cost is not affected by such changes;
 - (ii) Changes in rates or unit prices other than those shown in Schedule A; or
 - (iii) Changes in the quantities of labor or material used from those shown in Schedule A for each item.
2. No upward adjustment shall apply to supplies or services that are required to be delivered or performed before the effective date of the adjustment, unless the Contractor's failure to deliver or perform according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence, within the meaning of the Default clause.
3. There shall be no adjustment for any change in rates of pay for labor (including fringe benefits) or unit prices for material which would not result in a net change of at least 3 percent of the then-current total contract price. This limitation shall not apply, however, if, after final delivery of all line items, either party requests an adjustment under paragraph (b) of this clause.
4. The aggregate of the increases in any contract unit price made under this clause shall not exceed 10 percent of the original unit price.

13. 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.

14. 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.

15. 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.

16. INDEMNIFICATION

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

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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:

1. 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.
2. Contractor's disregard of the laws or regulations of any public body having jurisdiction.
3. Contractor's disregard of the authority of Project Manager.
4. Contractor's violation in any material provision of the Contract Documents.
5. 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.
6. 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.

7. 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.
8. 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 1-8 above occur, City may give Contractor written notice of the event and direct the event be cured. Any such Notice to Cure will provide Contractor a minimum of ten (10) calendar days to prepare and submit to the Project Manager a plan to correct the Event of Default. If such plan to correct the Event of Default is not submitted to the Project Manager within ten (10) days after the date of the written notice or such plan is unacceptable to the City, the City may, give Contractor (and the Surety, if any) written notice that Contractor's services are being terminated for cause. Upon delivery of the termination notice, City may terminate the services of Contractor in whole or in part, exclude Contractor from the site, and take possession of the work and of all Contractor's tools, appliances, construction equipment, and machinery at the project site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion), incorporate in the work all materials and equipment stored at the site or for which City has paid Contractor but which are stored elsewhere, and finish the work as City may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until Certificate of Completion of the work. In the event City terminates this Contract for Cause and the cost of completing the work exceeds the unpaid balance of the Contract price, Contractor shall pay City for any costs of completion which exceed the Contract price when combined with all amounts previously paid to Contractor. When exercising any rights or remedies under this paragraph City shall not be required to obtain the lowest price for the work performed. Should the cost of such completion, including all proper charges, be less than the original Contract price, the amount so saved shall accrue to the City. Neither the City nor any officer, agent or employee of the City shall be in any way liable or accountable to the Contractor or the Surety for the method by which the completion of the said work, or any portion thereof, may be accomplished or for the price paid.

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

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



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

24. 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.

25. COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT OF 1986

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

26. LABOR

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

In accord with the Keep Jobs in Colorado Act, codified at sections 8-17-101, et seq., C.R.S., Colorado labor shall be employed to perform the work to the extent of not less than eighty percent (80%) of each type or class of labor in the several classifications of skilled and common labor employed on this Project et seq.; provided however, that this paragraph shall not apply if the Project receives federal funding.

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

27. GRATUITIES



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

28. NON-DISCRIMINATION

- A. In 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.

29. ORDER OF PRECEDENCE

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

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

30. HEADINGS



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

31. DISPUTES

- A. All administrative and contractual disputes arising from or related to this Contract other than those arising under Unanticipated Circumstances provisions (in section 107.27 of Schedule B General Construction Terms and Conditions) shall be addressed in the following manner:
1. 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.
 2. 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.
 3. 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.
 4. 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.
 5. 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.
 6. Until final resolution of any dispute hereunder, the Contractor shall diligently proceed with the performance of this Contract as directed by the City. For purposes of this Contract, termination for convenience shall not be deemed a dispute. The City of Colorado Springs and the Contractor agree to notify each other in a timely manner of any claim, dispute, or cause of action arising from or related to this Contract, and to negotiate in good faith to resolve any such claim, dispute, or cause of action. To the extent that such negotiations fail, the City of Colorado Springs and the Contractor agree that any lawsuit or cause of action that arises from or is related to this Contract shall be filed with and litigated only by the Colorado District Court for El Paso County, CO.

32. DELIVERY

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

33. PAYMENTS



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

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

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

Each invoice must contain at least the following information:

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

34. INSPECTION OF SERVICES

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

- A. Definition of "services", as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City during Contract performance and for as long afterwards as the Contract requires.
- C. The City has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. The City will perform inspections and tests in a manner that will not unduly delay the work.
- D. If the City performs inspections or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in Contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

35. SECURITY

The City maintains security requirements regarding access to City buildings and other City workplaces and worksites on City property. All Contractor personnel accessing City buildings, workplaces, or worksites, may be required to produce a valid, Government issued picture identification. Contractor personnel lacking such identification may not be allowed access to such



sites. No costs incurred by the Contractor due to City security requirements shall be allowable or payable under this Contract.

36. TIME IS OF THE ESSENCE

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

37. EMPLOYMENT OF LABOR

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

38. SALES TAX

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

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

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

Note: For all equipment, materials and supplies incorporated into the work purchased from vendors or suppliers not licensed to collect City Sales Tax (i.e. out of state suppliers, etc.), City Use Tax is due and payable to the City. The Contractor shall execute and deliver and shall cause the Contractor's subcontractors to execute and deliver to the City Sales Tax Office, the appropriate ST forms as designated by the City Sales Tax Office. These forms shall list 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>. Questions can be directed to the City Sales Tax Division at (719) 385-5903.

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



State Sales Tax: 98-03479

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

39. SEVERABILITY

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

40. LIABILITY OF CITY EMPLOYEES

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

41. USE OF CITY NAME OR LOGO

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

42. TRAVEL

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

43. ELECTRONIC SIGNATURE

This Agreement and all other documents contemplated hereunder may be executed using electronic signature with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each



of which shall be (i) an original, and all of which taken together shall constitute one and the same agreement, (ii) a valid and binding agreement and fully admissible under state and federal rules of evidence, and (iii) enforceable in accordance with its terms

44. APPENDICES

The following Appendices are made a part of this Agreement:

1. Schedule A – Price Sheet
2. Schedule B – General Construction Terms and Conditions
3. Schedule C – Statement of Work
4. Schedule D – Project Specific Special Provisions
5. Schedule E – Project Special Technical Specifications
6. Schedule F – Construction Plan Set
7. Schedule G – Design Report
8. Schedule H – Valley Hi Channel Stormwater Management Plan (CSWMP)
9. Schedule I – Valley Hi Grading & Erosion Controls Plans
10. Schedule J – Variance Letter
11. Exhibit 2 – Minimum Insurance Requirements



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:
SAMPLE ONLY

SECOND PARTY:	
Corporate Name	
Signature	Date
Title	



EXHIBIT 2 QUALIFICATIONS DOCUMENTS

Please complete PDF documents included with the RFP Notice and submit with proposal in Bidnet (www.bidnetdirect.com).



EXHIBIT 3 – EVALUATION SCORESHEET

**PROPOSAL EVALUATION SCORE SHEET
SOLICITATION NUMBER AND TITLE: R24-091CA VALLEY HI CHANNEL CONVERSION**

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



<p>construction phasing.</p> <ol style="list-style-type: none"> 2. Erosion and sediment control during all phases of construction as well as post construction efforts through permit closure. 3. Coordination with utilities. Discuss your understanding of the key utility relocations required for this project and how you will coordinate and phase your construction to both facilitate and accommodate those relocations and the constraints that they impose. 4. Schedule Management. Discuss your approach to schedule management including updating and reporting progress of the work. 5. Quality Control. Discuss your quality control plan, processes and approach to ensure that the City receives a quality product. 6. Safety. Discuss the contractor's approach and commitment to safety for both construction workers and the public traveling through the construction site. 7. Potential issues that your firm foresees with this project and how you would make adjustments if encountered. Describe factors limiting construction phasing flexibility and potential remedies. <p>Consider the following questions.</p> <ol style="list-style-type: none"> 1. Does the proposal include a complete plan to accomplish each requirement, including subcontracting (if applicable)? 2. Does the proposal demonstrate that appropriate and qualified personnel and equipment will be provided to carry out the requirement? 3. Is the proper level of effort directed toward each requirement? Does the level of effort look unrealistically low or unreasonably high? <p>COMMENTS:</p>	
<p>Sum of Ratings in Technical Area (Add numbers in Section 1.A. and 1.B):</p>	
<p>2. MANAGEMENT AREA</p> <p>The Offeror must explain its method of managing the work to be performed. The content must include, but no necessarily be limited to, the following information.</p>	
<p>A. Program Management Controls</p>	
<p>In the Management Area, the Offeror should provide a plan of operation, to include management of personnel, workload, schedule, and budget. It should also include an organization chart which demonstrates clear and effective lines of authority,</p>	<p>5 – Exceptional 4 – Very Good 3 – Satisfactory 2 – Marginal</p>



<p>responsibility, and communication for management, supervisory, and technical personnel. The plan should address which job classification or personnel will be assigned to each task and how that determination is made. Basic human resource management concepts should be addressed, including hiring, firing, discipline, incentive plans, etc. If the Offeror plans to subcontract more than 10% of the work, include information on how the Offeror plans to manage its subcontractors.</p> <p>The Offeror shall provide a detailed construction schedule for the project showing the key construction activities and how they will meet or better the County's timeframe and maximize construction efficiency to provide the best value to the City and minimize impacts to the public. The schedule shall be based on the Offeror's understanding and approach to the work as addressed above. Schedules submitted for this proposal shall assume a start date of September 2024.</p> <p>Consider the following questions.</p> <ol style="list-style-type: none"> 1. Does the proposal address the issues above in sufficient detail to demonstrate a sophisticated and mature management control system? 2. Are program management controls consistent with the technical portion of the proposal, especially regarding schedule and level of effort? 3. Does the plan and controls indicate that the Offeror will obtain, keep, and efficiently utilize high quality personnel? 4. Does the offer address corrective actions? 5. Does the proposal explain how the Offeror will remain within schedule and budget? <p>COMMENTS:</p>	<p>1 – Unacceptable</p> <p>Rating: _____</p>
<p>B. Past Performance/Relevant Experience and Key Personnel</p>	
<p>In the Management Area, the Offeror should provide at least three references or contracts demonstrating that it successfully provided services/products same or similar to those required in the RFP. The proposal should adequately explain how the projects were completed on schedule and within budget.</p> <p>Consider the following questions.</p> <ol style="list-style-type: none"> 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? 	<p>5 – Exceptional 4 – Very Good 3 – Satisfactory 2 – Marginal 1 – Unacceptable</p> <p>Rating: _____</p>



<p>In the Management Area, resumes must be provided for all personnel considered key, as required by the RFP. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions. Resumes do not count toward the page limitation. Explain how the key personnel were related to the projects cited as relevant past performance.</p> <p>Consider the following questions.</p> <ol style="list-style-type: none"> 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? <p>COMMENTS:</p>	
<p>Sum of Ratings in Management Area (Add numbers in Sections 2.A. and 2. B.)</p>	
<p>3. PRICE/COST AREA</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> <ol style="list-style-type: none"> 1. How does the price compare to the industry competition? 2. If low, is it unrealistically low? 3. If high, is there demonstrated added value for the additional cost? 4. Can you see how the price was built? If so, do the costs look appropriate for the task? 5. 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. 	<p>5 – Exceptional 4 – Very Good 3 – Satisfactory 2 – Marginal 1 – Unacceptable</p> <p>Rating: _____</p>



<p>6. 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>Total Price/Cost Area (Insert number from Section 3 evaluation above):</p>	
<p>4. PROPOSAL PRESENTATION</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> <p>Rating: _____</p>
<p>Total Proposal Presentation Area (Insert number from Section 4 evaluation above):</p>	
<p>LOCATION BONUS (IF APPLICABLE)</p>	<p>N/A</p>
<p>Total Bonus Points for location:</p>	<p>N/A</p>
<p>EXCEPTIONS PROPOSED</p>	
<p>What (if any) exceptions (redlines to our terms and conditions) were proposed? Are they acceptable?</p> <p>COMMENTS:</p>	<p>Pass/Fail</p>
<p>TOTAL SCORE – Add Evaluation Scores from Sections 1-4 and location bonus (if applicable). The sum is the total score.</p>	<p>Total Score:</p>

Overall Proposal **Strengths:**

Overall Proposal **Weaknesses:**