



REQUEST FOR PROPOSAL

Construction

R24-137MZ

Date issued: November 12, 2024

OLD COLORADO CITY PIKES PEAK LOT RETAINING WALL

THE CITY OF COLORADO SPRINGS



The City of Colorado Springs requests Fixed Unit Price proposals, as detailed in this Request for Proposal (RFP), for Old Colorado City Pikes Peak Lot Retaining Wall

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: \$750,000.00 - \$1,000,000.00



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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	November 12, 2024
Pre-Proposal Conference	November 22, 2024 12:00PM-1:00PM

We will hold a pre-proposal conference onsite at the OCC Pikes Peak Lot located at 2515 W. Pikes Peak Ave, Colorado Springs, CO 80904. This meeting is not mandatory. However all Offerors are encouraged to attend.

Cut Off Date for Questions	December 3, 2024 1:00PM
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All questions shall be submitted electronically via email to the following Contract Specialist. All questions must be received no later than **1:00PM December 3, 2024.**

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

CONTRACT SPECIALIST Mike Zeller
CONTRACT SPECIALIST michael.zeller@coloradosprings.gov

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

The only acceptable method of submitting questions is via email to the Contract Specialist listed above.

Proposal Due Date	December 12, 2024 2:00PM
Interviews (if applicable)	TBD
Award of Contract	EST December 2024
Notice to Proceed	EST December 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 2:00PM December 12, 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.: R24-137MZ

Due Date and Time: December 12, 2024 2:00PM

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)** softcopy 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 Old Colorado City Pikes Peak Lot Retaining Wall.



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 **JANUARY 1, 2025 – DECEMBER 31, 2025.**

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 1 – 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. Exhibits
- E. Plans
- F. Detailed Plans
- G. Standard Drawings
 - a. Calculated dimensions will govern over scaled dimensions.
- H. Special Specifications
- I. Standard Specifications

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 1	Qualifications Documents
Schedule A	Price Sheet
Addendum	If Issued

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 1 with its Proposal.

2.4 ORGANIZATIONAL BACKGROUND AND OVERVIEW

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



2.5 PROPOSAL NARRATIVE/TECHNICAL AND MANAGEMENT APPROACH

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

2.5.1 TECHNICAL AREA

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

A. Understanding of and Compliance with Technical Requirements

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

1. Does the proposal demonstrate a firm understanding of the requirements and goals of the Statement of Work, as well as industry standards and reasonable expectations for a company in the industry?
2. Does the proposal fully and completely address each requirement and goal of the Statement of Work?
3. Does the proposal provide solutions to indicate that requirements and goals will be met on schedule?
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 not 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 January 1, 2025.

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?

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 1, Qualifications Documents 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 1, 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 score for each area will be determined by multiplying the sum of the criteria in each area by the area evaluation factor. The area evaluation factors are as follows:

Price/Cost Area: .35
Technical Area: .30
Management Area: .25
Proposal Presentation Area: .10

E. Final/Overall Scoring

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

3.3 SELECTION COMMITTEE

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



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

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

3.4 AWARD OF CONTRACT

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



SECTION IV – SPECIAL CONTRACT TERMS AND CONDITIONS

4.0 SPECIAL CONTRACT TERMS AND CONDITIONS/SPECIAL SOLICITATION PROVISIONS

In addition to the special contract terms and conditions listed below, the City's sample contract, 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 – EXHIBITS

5.0 EXHIBITS

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



EXHIBIT 1 QUALIFICATIONS DOCUMENTS

FOLLOWS THIS PAGE



SOLICITATION QUALIFICATIONS DOCUMENTS

Please complete all sections of this document including the Solicitation Certification, Representations and Certifications, Qualification Statement, Exceptions, Minimum Insurance Requirements, and Signature Page.

Please submit all completed documents with your bid/ proposal and sign the Minimum Insurance Requirements and Signature Page.

Solicitation:

Solicitation Number:

Firm Name:

Date:

Address:

Federal Tax ID #:

Tax Classification:

Sole Proprietorship

Partnership

C Corporation

S Corporation

LLC

Nonprofit

DUNS Number:

OFFEROR REPRESENTATIVE

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

Name:

Telephone:

E-mail:



SOLICITATION CERTIFICATION

PLACE OF BUSINESS

Company's Principal Place of Business

Does Offeror Have an established office or facility in Colorado Springs? YES NO

If Yes, Indicate address below if different from principal place of business.

Year Facility Was Established

Percent of Work to be performed from principal place of business.

Percent of Work to be performed from Colorado Springs Facility

INSURANCE

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

Initial Here

Indicate your Ability to Comply with the following requirements:

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

YES

NO



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

YES

NO

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

YES

NO

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

YES

NO

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

FINANCIAL STATEMENTS

Current Financial Statements are not required for this solicitation.

Current Financial Statements are required for this solicitation. Please include financial statements as a separate document with your proposal.

Initial Here

COMPLETED PROPOSAL

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

Initial Here



REPRESENTATIONS AND CERTIFICATIONS

1. INSURANCE REQUIREMENTS

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

Initial Here #1

2. ETHICS VIOLATIONS

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

Initial Here #2



3. COOPERATION WITH OTHER CONTRACTORS

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

Initial Here #3

4. INTERNET USE

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

Initial Here #4

5. LITIGATION

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

Initial Here #5

6. CONTRACTOR'S REGISTRATION INFORMATION

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

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

Nonprofit

Small Business

Minority Owned Business/Small Disadvantaged Business

Woman Owned Business



Veteran Owned Business

Service-Disabled Veteran Owned Business

HUBZone Business

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

Initial Here #6

7. CONTRACTOR PERSONNEL

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

Name:

Telephone:

E-mail:

Initial Here #7

8. OFFEROR’S CERTIFICATION

The undersigned hereby affirms that:

- a) He/She is a duly authorized agent of the Offeror;
- b) He/She has read and agrees to the City’s standard terms and conditions attached.
- c) The offer is presented in full compliance with the collusive prohibitions of the City of Colorado Springs. The Offeror certifies that no employee of its firm has discussed, or



compared the offer with any other offeror or City employee and has not colluded with any other offeror or City employee.

- d) The Offeror certifies that it has checked all of its figures, and understands that the City will not be responsible for any errors or omissions on the part of the Offeror in preparing its proposal.
- e) By submitting an offer the Offeror certifies that it has complied and will comply with all requirements of local, state, and federal laws, and that no legal requirements have been or will be violated in making or accepting this solicitation.

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

Initial Here #8

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

- 1. The Offeror certifies to the best of its knowledge and belief, that (i) the Offeror and/or any of its Principals

Are Are Not

Presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

Have Have Not

Within a three year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, local) contract or subcontract; violation of Federal or state antitrust statutes relation to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property; and

Are Are Not

presently indicated for, or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in any paragraphs above.

- 2. The Offeror shall provide immediate written notice to the City Contracts Specialist if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reasons of changed circumstances.
- 3. The certification in paragraph 1. above, is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the City, the



City Contracts Specialist may terminate the contract resulting from this solicitation for default. Termination for default may result in additional charges being levied for the costs incurred by the City to initiate activities to replace the awarded Contractor.

Initial Here #9

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

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

Initial Here #10

11. CITY CONTRACTOR SAFETY PROGRAM

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

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

Initial Here #11

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

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

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

Initial Here #12



13. FRAUD, WASTE, AND ABUSE

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

City Auditor

P.O. Box 2241

Colorado Springs CO 80901

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

Initial Here #13



QUALIFICATION STATEMENT

This statement will provide information which will enable the City to evaluate the qualifications of your firm and staff with regard to the requirements of this solicitation. Please complete this form in its entirety. If a request in the Qualification Statement is contained in the proposal, indicate the section in the proposal where that information can be found.

1. TYPE OF LICENSE(S) HELD

2. TYPE OF SERVICE TO BE PROVIDED FOR THIS SOLICITATION

3. NUMBER OF YEARS IN BUSINESS

4. FIRM HISTORY & STAFF QUALIFICATIONS

In your proposal provide a brief history of your firm, staff size, and experience. Submit a resume for the project manager and each key personnel assigned to this project.

5. WHAT OTHER NAME(S) HAS YOUR COMPANY OPERATED UNDER

My Firm has not operated under any other names

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

Yes No

If Yes, Please Explain



7. HAS ANY OFFICER OF PARTNER OF YOUR ORGANIZATION EVER BEEN AN OFFICER OR PARTNER OF ANOTHER ORGANIZATION THAT FIALED TO COMPLETE A CONTRACT WITHIN THE LAST FIVE (5) YEARS?

Yes No

If Yes, Please Explain

8. HAS YOUR FIRM OR ANY PARTNERS OR OFFICERS EVER BEEN INVOLVED IN ANY BANKRUPTCY ACTION?

Yes No

If Yes, Please Explain

9. ARE YOU PRESENTLY INVOLVED IN ANY LITIGATION WITH ANY GOVERNMENT AGENCY?

Yes No

If Yes, Please Explain Type, Kind, Plaintiff, Defendant, etc. and state the current status:

10. BANK REFERENCE

Bank Name:

Address:

Contact:

Phone #:

E-mail:



11. SIMILAR PROJECTS

List Three similar projects (local or state-wide) from the last five (5) years. Include the location of the project, size of project (contract amount), contract name and information.

NOTE: Detailed information on these projects may also be requested in the solicitation package

Indicate here if this information is provided within your proposal and identify where in the proposal it is located.

1. Company:

Location of Project:

Contract Amount:

Contract Period of Performance:

Company Representative:

Representative's Title:

Representative's Address:

Representative's Phone #:

Representative's E-mail:

Brief Description of service/goods provided and how your firm was successful carrying out the scope of work of the contract.

2. Company:

Location of Project:

Contract Amount:

Contract Period of Performance:

Company Representative:



Representative's Title:

Representative's Address:

Representative's Phone #:

Representative's E-mail:

Brief Description of service/goods provided and how your firm was successful carrying out the scope of work of the contract.

3. Company:

Location of Project:

Contract Amount:

Contract Period of Performance:

Company Representative:

Representative's Title:

Representative's Address:

Representative's Phone #:

Representative's E-mail:

Brief Description of service/goods provided and how your firm was successful carrying out the scope of work of the contract.



12. SIMILAR PROJECTS CURRENTLY UNDER CONTRACT

list three projects currently under contract and in progress (local or state-wide) from the last five (5) years. Include the location of the project, size of project (contract amount), contract name and information. NOTE: Detailed information on these projects may also be requested in the solicitation package

Indicate here if this information is provided within your proposal and Identify where in the proposal it is located.

1. Company:

Location of Project:

Contract Amount:

Contract Period of Performance:

Company Representative:

Representative's Title:

Representative's Address:

Representative's Phone #:

Representative's E-mail:

Brief Description of service/goods provided.

2. Company:

Location of Project:

Contract Amount:

Contract Period of Performance:

Company Representative:



Representative's Title:

Representative's Address:

Representative's Phone #:

Representative's E-mail:

Brief Description of service/goods provided.

3. Company:

Location of Project:

Contract Amount:

Contract Period of Performance:

Company Representative:

Representative's Title:

Representative's Address:

Representative's Phone #:

Representative's E-mail:

Brief Description of service/goods provided.



13. ADDITIONAL QUALIFICATION REQUIREMENTS

There are no additional qualification requirements for this solicitation.

There are additional qualification requirements as follows:



EXCEPTIONS

Please Indicate below if there are any exceptions taken to any of the terms, conditions, or specifications of these proposal documents or contract.

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

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

Please indicate below:

My Firm has no exceptions.

My Firm does have exceptions. (Attach Exceptions to this exhibit)



MINIMUM INSURANCE REQUIREMENTS

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

- Commercial General Liability for limits not less than \$1,000,000 combined single limit with \$2,000,000 aggregate for bodily injury and property damage for each occurrence. Coverage shall include blanket contractual, broad form property damage, products and completed operations.
- Workers' Compensation and Employers Liability as required by statute. Employers Liability coverage is to be carried for a minimum limit of \$1,000,000.
- Automobile Liability covering any auto (including owned, hired, and non-owned autos) with a minimum of \$1,000,000 each accident combined single limit.

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

Name of Company

Signature

Date



SIGNATURE PAGE

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

The undersigned additionally declares that it has carefully examined the Bid/Proposal information and the complete Solicitation prior to submitting a Bid / Proposal. The Offeror's signature will be considered the Offeror's acknowledgement of understanding and ability to comply with all items in the solicitation.

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

Signature

Name (Printed)

Company Name

Title

Date



**EXHIBIT 2 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, 2022 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 – Special Contract Terms and Conditions
5. Schedule D – General Specifications
6. Schedule E – Special and Technical Specifications
7. Schedule F – Scope of Work
8. Exhibit 1 – Performance, Labor and Material Payment, and Maintenance Bonds
9. 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 **the date of Notice to Proceed through April 30, 2022** ("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 Contract that will sufficiently protect Contractor, or Contractor's agents, employees, servants or other personnel, in connection with the services which are to be provided by Contractor pursuant to this Contract, including protection from claims for bodily injury, death, property damage, and lost income. Contractor shall provide worker's compensation insurance coverage for Contractor and all Contractor personnel. Contractor shall file applicable insurance certificates with the City and shall also provide additional insurance as indicated in this Contract. ***A CURRENT CERTIFICATE OF INSURANCE IS REQUIRED PRIOR TO COMMENCEMENT OF SERVICES LISTING THE CITY AS ADDITIONALLY INSURED.***

5. RESPONSIBILITY OF THE CONTRACTOR

- A. 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 Contractor should take advantage of lower airfares by purchasing tickets more than 14 days in advance of travel. In-state travel by air must be more economical than travel by private vehicle. Use of a private vehicle may be reimbursed per mile at the current rate published by the IRS annually. Short-term parking, long-term parking or cab fare associated with airport departure and arrival may be allowable expenses. Valet parking will not be allowed unless it is the least expensive or only option. Car rental rates may be reimbursed for car rentals no greater than the intermediate or standard classification. The City will not reimburse any other travel methods or expenses. The City will pay for lodging, meals, and miscellaneous expenses on a per diem basis only, in accordance with the current per diem rates published by the IRS annually. The City will not pay for Contractor expenses exceeding the per diem rates. Receipts for all reimbursable expenses must be provided with the Contractor's invoice.

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 – Special Contract Terms and Conditions
4. Schedule D – General Specifications
5. Schedule E – Special and Technical Specifications
6. Schedule F – Scope of Work
7. Exhibit 1 – Performance, Labor and Material Payment, and Maintenance Bonds
8. 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:

SECOND PARTY:	
Corporate Name	
Signature	Date
Title	



EXHIBIT 3 – EVALUATION SCORESHEET

**PROPOSAL EVALUATION SCORE SHEET
SOLICITATION NUMBER AND TITLE:**

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>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>D.</p> <p>E.</p> <p>F.</p> <p>G.</p> <p>H.</p> <p>I.</p> <p>Consider the following questions.</p> <p>1. Does the proposal include a complete plan to accomplish each requirement, including subcontracting (if applicable)?</p> <p>2. Does the proposal demonstrate that appropriate and qualified personnel and equipment will be provided to carry out the requirement?</p> <p>3. Is the proper level of effort directed toward each requirement? Does the level of effort look unrealistically low or unreasonably high?</p> <p>COMMENTS:</p>	<p>construction phasing.</p> <p>2. Erosion and sediment control during all phases of construction as well as post construction efforts through permit closure.</p> <p>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.</p> <p>4. Schedule Management. Discuss your approach to schedule management including updating and reporting progress of the work.</p> <p>5. Quality Control. Discuss your quality control plan, processes and approach to ensure that the City receives a quality product.</p> <p>6. Safety. Discuss the contractor's approach and commitment to safety for both construction workers and the public traveling through the construction site.</p> <p>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>	
<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 January 1, 2025.</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>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>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? <p>COMMENTS:</p>	<p>5 – Exceptional 4 – Very Good 3 – Satisfactory 2 – Marginal 1 – Unacceptable</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>Total Proposal Presentation Area (Insert number from Section 4 evaluation above):</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>



SCHEDULES

Schedule A	Price Sheet
Schedule B	General Construction Terms and Conditions
Schedule C	Technical Specifications
Schedule D	Measurement and Payment
Schedule E	Construction Plan Set



SCHEDULE A – PRICE SHEET

PLEASE SUBMIT SCHEDULE A – PRICE SHEET IN EXCEL FORMAT



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 – TECHNICAL SPECIFICATIONS

FOLLOWS THIS PAGE

SCHEDULE C - TECHNICAL SPECIFICATIONS

This section contains the Standard Specifications and Revisions of Standard Specifications. Measurement and Payment for all bid items shall be in accordance with Section IX - Measurement and Payment, and shall take precedence over the measurement and payment sections of the Standard Specifications or Revisions of Standard Specifications.

STANDARD SPECIFICATIONS

The following are the Standard Specifications which apply to this project. In the event there are conflicting Standard Specifications, the order of precedence will be based upon the order in which the Standard Specifications are listed. Section IX - Measurement and Payment describes which specific Standard Specification sections apply to each bid item.

All Contractors are required to have on the job site and utilize the current updated copy of the Standard Specifications applicable to the work.

A. City of Colorado Springs Standard Specifications

1. The "City of Colorado Springs Engineering Division 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, shall apply to this project.

Copies are available on the City of Colorado Springs Website.

2. The "Pikes Peak Region Asphalt Paving Specifications", revised March 28, 2022, except as modified hereinafter, which are incorporated in the contract documents by reference as though embodied herein in their entirety, shall apply to this project.

Copies are available on the City of Colorado Springs Website.

4. The "City of Colorado Springs Traffic Engineering Signage and Pavement Markings Guidelines", May 21, 2018 Edition, except as modified hereinafter, which are incorporated in the contract documents by reference as though embodied herein in their entirety, shall apply to this project.

Copies are available on the City of Colorado Springs Website.

5. The "City of Colorado Springs Drainage Criteria Manual, Volume II", May 2014, except as modified hereinafter, which are incorporated in the contract documents by reference as though embodied herein in their entirety, shall apply to this project.

Copies are available on the City of Colorado Springs Website.

6. The "City of Colorado Springs Traffic Control for Street Construction, Utility Work, and Maintenance Operations Supplement to the Manual on Uniform Traffic Control Devices", 10/21/2009, except as modified hereinafter, which are incorporated in the contract documents by reference as though embodied herein in their entirety, shall apply to this project.

Copies are available on the City of Colorado Springs Website.

B. Colorado Springs Utilities Standard Specifications

1. The Standard Specifications for water line construction and protection shall be the “Colorado Springs Utilities Water Line Extension and Service Standards”, revised January 1, 2023, except as modified hereinafter, which are incorporated in the contract documents by reference as though embodied herein in their entirety.

Copies are available on the Colorado Springs Utilities’ Development Services Website.

2. The Standard Specifications for wastewater line construction and protection shall be the “Colorado Springs Utilities Wastewater Line Extension and Service Standards”, revised January 1, 2023, except as modified hereinafter, which are incorporated in the contract documents by reference as though embodied herein in their entirety.

Copies are available on the Colorado Springs Utilities’ Development Services Website.

3. The Standard Specifications for lighting installation, electrical distribution and electrical transmission line construction and protection shall be the “Colorado Springs Utilities Electric Line Extension and Service Standards”, revised January 1, 2022, except as modified hereinafter, which are incorporated in the contract documents by reference as though embodied herein in their entirety.

Copies are available on the Colorado Springs Utilities’ Development Services Website.

C. Urban Drainage and Flood Control District

1. The “Urban Storm Drainage Criteria Manual, Volume II” except as modified hereinafter, which are incorporated in the contract documents by reference as though embodied herein in their entirety.

Copies are available on the Urban Drainage and Flood Control District Website.

2. The “Urban Storm Drainage Criteria Manual, Volume III” except as modified hereinafter, which are incorporated in the contract documents by reference as though embodied herein in their entirety.

Copies are available on the Urban Drainage and Flood Control District Website.

- D. Colorado Department of Transportation Standard Specifications for Road and Bridge Construction 2023.

Website Links:

City Specifications:

<https://coloradosprings.gov/resident-services/public-works/city-engineering/reference-materials>

Colorado Springs Utilities Specifications:

<https://www.csu.org/Pages/standards-bulletins.aspx>

Urban Drainage and Flood Control District:

<http://udfcd.org/criteria-manual>

REVISIONS TO CITY OF COLORADO SPRINGS STANDARD SPECIFICATIONS

The following Revisions supplement or modify the City of Colorado Springs Engineering Division Standard Specifications. Measurement and Payment for all bid items shall be in accordance with Section IX, Measurement and Payment, and shall take precedence over the measurement and payment sections of the Standard Specifications.

Revision of Section 200 – Street Section
Revision of Section 220 – Removal of Structures & Obstructions
Revision of Section 800 – Work Zone Traffic Control
Revision of Section 900 – Seeding, Fertilizer, Mulching, and Sodding

REVISION OF SECTION 200 STREET SECTION

Section 200 of the City of Colorado Springs Engineering Division Standard Specifications is hereby revised as follows:

Subsection 202 is hereby revised as follows:

Excavation shall have the following additional requirements:

Material removed during the excavation process that is not acceptable as embankment fill shall be legally disposed of by the Contractor. It shall not be wasted on private property without written permission of the property owner. Rocks, broken concrete, or other solid materials more than six inches in greatest dimension shall not be placed in any of the embankment areas. Materials not meeting this requirement shall become the property of the Contractor to be removed from the site and legally disposed of. All excess material that is not needed in the embankment fills on the project shall be hauled away from the project.

Subsection 203 is hereby revised as follows:

Embankment shall have the following additional requirements:

Embankment construction shall include preparation of the areas upon which embankments are to be placed, construction of dikes and berms, placing and compacting of approved material within roadway areas including holes, pits, and other depressions within the roadway area. Only approved materials shall be used in the construction of embankments and fills.

Free running water shall be drained from the material before the material is placed on the roadway.

When embankment is placed on a slope that is steeper than 4:1, as measured in the steepest direction, the embankment shall be continuously benched as the work is brought up in layers. Benching shall be well keyed and, where practical, a minimum of 8 feet wide. Each horizontal cut shall begin at the intersection of the original ground and the vertical sides of the previous bench. Excavation from benching shall be compacted along with the new embankment material at the Contractor's expense.

Where embankment is to be placed and compacted and end dumping is permitted, the slopes of the original ground or embankment shall be deeply plowed or cut into before starting end dumping.

Frozen materials shall not be used in construction of embankments.

During the construction of the roadway, the roadbed shall be maintained so that it is well drained at all times.

REVISION OF SECTION 220

REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Section 220.01 of the City of Colorado Springs Engineering Division Standard Specifications is hereby revised as follows:

Section 220.01 Description, first paragraph shall be revised to include the addition of the following removal items: inlets, concrete median cover material, gravel, riprap, concrete curb ramp, sidewalk, curb and gutter, sign panel, trees, and pavement markings.

Section 220.02 of the City of Colorado Springs Engineering Division Standard Specifications is hereby revised as follows:

Removal of Ground Sign shall include removal and proper disposal of the entire foundation/footing down to at least a point 2 feet below proposed finished grade as approved by the Engineer.

REVISION OF SECTION 800

WORK ZONE TRAFFIC CONTROL

Section 800 of the City of Colorado Springs Engineering Division Standard Specifications is hereby revised as follows:

Section 805.01 shall be supplemented with the following:

Contractor shall provide a detailed Traffic Control Plan in conformance with the "Manual on Uniform Traffic Control Devices" and Section 805.03 of this specification prior to any work.

The Contractor shall coordinate with the Engineer to determine site-specific staging and/or phasing requirements. The Contractor shall schedule the work in such a manner as to comply with the staging and/or phasing requirements contained in the contract documents.

Section 805.03 A. shall be supplemented with the following:

The Traffic Controls for Street Construction, Utility Work, and Maintenance Operations, Manual on Uniform Traffic Control Devices Supplement for City of Colorado Springs, 2005 contains requirements for permits and approvals required from the City of Colorado Springs and CDOT.

The Traffic Control Plan Submittal and Review process will be as follows:

1. Contractor submittal of the Traffic Control Plan to the City of Colorado Springs Traffic Engineering Division.
2. City of Colorado Springs Traffic Engineering Division review. If required, the Contractor shall revise and resubmit the Traffic Control Plan submittal to address the Traffic Engineering Division review comments at no additional cost.
3. City of Colorado Springs Traffic Engineering Division approval of the Contractor submitted Traffic Control Plan. The approved plan shall be returned to the Contractor.

The City of Colorado Springs will periodically field check the Traffic Control. If the City feels that the traffic control is not adequate, they will require a review and approval of the Contractor's Traffic Control Plans. If a new Submittal Review and approval is required, all time delays and expenses incurred by the contractor related to the additional requirements shall be the responsibility of the contractor.

REVISION OF SECTION 800

825 CONSTRUCTION SURVEYING

DESCRIPTION This work consists of the construction surveying, calculating, and staking necessary for the construction of all elements of the project. The work shall be done under the supervision of a Professional Land Surveyor (PLS) who is experienced and competent in road and bridge construction surveying and licensed in the State of Colorado.

Locating, preserving, referencing, installing and restoring land monuments such as Primary Control monuments from which the right of way or any land boundary will be calculated, described or monumented, Public Land Survey System (PLSS) monuments, General Land Office (GLO) monuments, Bureau of Land Management (BLM) monuments, Mineral Survey (MS) monuments, Right-of-way (ROW) monuments, property boundary monuments, easement monuments, Block Corner Reference monuments (5x5's and 5 off's) and other monuments that are required by law or regulation to be established by a PLS, and the determination of any land boundary, shall be done in, under the supervision of a Professional Land Surveyor (PLS) who is experienced and competent in Right of Way and boundary surveying and licensed in the State of Colorado.

The intent of the above description is:

- 1) Locate and document all monuments within the construction project limits and provide the information to the City prior to commencement of construction activities.
- 2) Identify monuments which will be impacted by construction activities, reference these monuments for replacement after construction completion.
- 3) Provide construction survey for the construction of the project including horizontal and vertical control.
- 4) Verify after the completion of construction, monuments identified prior to construction either remained or were replaced.
- 5) Document final conditions, submit required documentation to the State for reset monuments, and submit data to City staff.

The PLS shall be available to review work, resolve problems, and make decisions in a timely manner.

MATERIALS AND EQUIPMENT The Contractor shall furnish all personnel, survey equipment, safety equipment, materials, and traffic control necessary to perform the required construction surveying and staking. All surveying equipment shall be in good working condition.

If any survey equipment is found to be functioning outside the manufacturer's specified tolerance, certification from an approved repair facility showing that the instruments have been repaired, properly adjusted, or both if necessary, shall be included in the survey records and submitted to the Engineer before being used.

CONSTRUCTION REQUIREMENTS

Construction Survey meeting shall be held prior to performing surveying work under this section. The Engineer, City Surveyor, City Project Manager, Construction Project Manager, Contractor's Superintendent, Contractor's Surveyor (PLS) shall attend. A surveying work schedule shall be submitted to the Construction Project Manager for review prior to the presurvey conference.

Contractor Surveying. The Contractor shall perform all construction surveying and staking necessary for construction of the project and documentation for monuments.

Accuracy and Tolerances.

Horizontal and vertical accuracy tolerances for Secondary Control surveys and monuments, and for each construction item being staked shall be as specified in the Contract.

If a discrepancy should occur, the higher degree of accuracy or the more restrictive tolerance shall apply. Horizontal accuracy tolerances for Primary Control surveys and monuments. Vertical accuracy tolerances for Primary Control surveys and monuments. Horizontal accuracy tolerances for Secondary Control surveys and monuments. Vertical accuracy tolerances for Secondary control surveys, monuments, and/or Secondary benchmarks. Engineered surveying accuracy and tolerances shall be the same as the staking accuracy and tolerances.

Responsibility and Inspection. Supervision and coordination of construction surveying and staking is the Contractor's responsibility. The Engineer may inspect the Contractor's surveying; however, such inspection will not relieve the Contractor of any responsibility for accuracy or completeness of work. The Contractor shall check the work to verify the accuracy and include documentation of this check in the Survey Records. All Contractor surveying inaccuracies, errors, or omissions shall be corrected at the Contractor's expense. Inspection of the Contractor's corrections shall not entitle the Contractor to additional payment or contract time extension

Reset Monuments and Stakes. Primary and Secondary Control monuments, benchmarks, and other significant stakes that are damaged, destroyed, or made inaccessible by the progress of construction shall be replaced, transferred, or re-established at the Contractor's expense. A supplemental or amended Project Control Diagram shall be submitted to the City for any replaced, transferred, or re-established Primary Control monuments.

Locating, preserving, referencing, installing and restoring land monuments such as Primary Control monuments from which the right of way or any land boundary will be calculated, described or monumented, PLSS monuments, GLO monuments, BLM monuments, MS monuments, ROW monuments, property boundary monuments, easement monuments, Block Corner Reference monuments (5x5's and 5 off's) and other monuments that are required by law or regulation to be established by a PLS, under the supervision of a PLS who is experienced and competent in Right of Way and boundary surveying and licensed in the State of Colorado.

Changes. All changes in lines and grades required by field conditions and all discrepancies in grades, alignment, location, or dimensions detected by the Contractor shall be immediately submitted to the Engineer in writing. No changes in given data or plans will be allowed unless approved by the Engineer in writing. All changes shall be documented in the survey records.

Measurements. The Engineer will perform all interim and final measurements deemed necessary by the City, to determine contract pay quantities. The Contractor shall establish and maintain Primary and Secondary Control points and stationing as required for these measurements.

Survey Records. Survey records shall be completed as the work is done. Field survey notes for construction surveying and checking by the Contractor. The Contractor shall make all survey records generated available to the Engineer for inspection or reproduction at all times. The Contractor shall submit all survey records to the Engineer before final project acceptance. All survey records are considered property of the Department. The responsible PLS identified shall electronically seal all survey records. The electronic format shall contain stakeout data and the raw data from the actual placement of stakes. The records shall be electronically sealed by the PLS in responsible charge. Initial staking for major structures (overhead signs, concrete box culverts, bridges, and all other structures assigned a structure number) shall be done.

METHOD OF MEASUREMENT Construction surveying will not be measured but will be paid for on a lump sum basis.

Payment for construction surveying will be the contract lump sum bid and will be full compensation for all surveying work necessary to complete the project as shown on the plans, identification of monumentation within the project limits, determining the monumentation conflicts with the construction, to include all resetting of stakes, marks, monuments Secondary and Primary Control points, and preparing supplemental or amended Project Control Diagrams.

Construction surveying required by plan force account or by additional work beyond the scope of the original Contract will be paid for at a negotiated. That rate shall also apply to reductions in construction surveying as impacted by reductions or deletions to the original contract work.

Survey work not performed to the contract requirements shall be subject to price reduction or rejection. Partial payment for construction surveying, as determined by the Engineer, will be made as the work progresses.

The Contractor shall submit a schedule of estimated contractor construction surveying time as required on the Survey Tabulation Sheet before the first partial payment is made. Copies of the Survey Records for all completed survey work shall be submitted to the Engineer prior to payment of the monthly estimate.

Before final payment is made, the Contractor's responsible P.L.S. shall complete and seal all survey records and the Project Control Diagram (supplemental or amended). Submit the survey records and the

supplement or amended Project Control Diagram to the Engineer and the Region Survey Coordinator for review. Payment will be made under:

Pay Item	Pay Unit
Construction Surveying	Lump Sum

Traffic control for construction surveying the responsibility of the contractor. All costs associated with surveying will not be measured and paid for separately, but shall be included in the work.

826 SURVEY MONUMENTATION

DESCRIPTION This work consists of locating, preserving, referencing, installing and restoring land monuments, such as Primary Control monuments from which the right of way or any land boundary will be calculated, described or monumented, Public Land Survey System (PLSS) monuments, General Land Office (GLO) monuments, Bureau of Land Management (BLM) monuments, Mineral Survey (MS) monuments, Right-of-way (ROW) monuments, property boundary monuments, easement monuments, Block Corner Reference monuments (5x5's and 5 off's) and other monuments that are required by law or regulation to be established and recorded by a Professional Land Surveyor (PLS), along with installing or adjusting monument boxes as listed on the Survey Tabulation Sheet or as shown on the plans.

Monuments included in this section shall be established in accordance with the applicable and most recent editions of the Department of Interior's Manual of Surveying Instructions (BLM Manual), Colorado Revised Statutes (CRS), Colorado State Board of Licensure for Professional Engineers and Land Surveyors (State Board) Rules and Policies, under the supervision of a City approved PLS experienced and competent in Right of Way and boundary surveying and licensed in the State of Colorado.

The PLS shall be available to review work, resolve problems, and make decisions in a timely manner.

MATERIALS AND EQUIPMENT The Contractor shall furnish all personnel, survey equipment, safety equipment, materials, and traffic control necessary to perform the required monumentation and related surveying.

The various types of monuments and monument boxes shall be constructed according to the details shown on CDOT Standard Plan M-629-1.

The Contractor shall furnish all labor, survey tools, equipment, and incidental materials such as but not limited to concrete, grout, asphalt caulk, glue, epoxy, nails, stakes, lath, and replacement monuments.

All surveying equipment, including Electronic Distance Meters (EDM), total stations, theodolites, levels, rods, tapes, tripods, tribrachs, and Global Positioning System (GPS) receivers and equipment, shall be in good working condition.

If any survey equipment is found to be functioning outside the manufacturer's specified tolerance, certification from an approved repair facility showing that the instruments have been repaired, properly adjusted, or both if needed shall be included in the survey records and submitted to the Engineer before being used.

The Contractor will provide Traffic Control as needed to complete the survey.

CONSTRUCTION REQUIREMENTS:

Construction Survey meeting shall be held prior to performing any surveying work under this section. The Engineer, City Surveyor, City Project Manager, Construction Project Manager Contractor's Superintendent, Contractor's Surveyor (PLS) shall attend. A surveying work schedule shall be submitted to the Construction Project Manager for review prior to the presurvey conference.

The Contractor shall check all established Primary horizontal and vertical control and verify and document in the survey records their horizontal and vertical accuracy tolerance.

Survey records shall be completed as the work is done. Field survey notes for monumentation, surveying and checking by the Contractor shall be recorded. The Contractor shall make all survey records generated available to the Construction Project Manager for inspection or reproduction at all times.

The Contractor shall submit all survey records to the City Surveyor before Final Acceptance. All survey records are considered property of the City. The responsible PLS identified shall electronically seal all survey records. Copies of any new Monument Records filed by the PLS with the State Board of Registration, shall be submitted prior to filing.

Locating Monuments: This work consists of field locating all survey monumentation that is in place because of a Government (Federal, State, County or Municipal) survey or resurvey as shown on original PLSS, GLO, BLM, or MS plats, notes, or other survey monumentation documented in the public record.

A diligent search of construction zones and project limits shall be performed by the PLS, to locate any survey monumentation of the public record. An electronic magnetic field sensor or locator shall be used in this search. The responsible PLS shall document the search, and time spent searching, in the survey records. The survey records shall include the procedures used to make the diligent search, a description of each monument searched for, and the actions taken to reference and preserve the location of the monument

Preserving and Referencing Monuments. This work consists of field surveying, establishing, installing, and making measurements to reference monuments that will facilitate the installation of a replacement monument in the event the construction activity disturbs a monument of the public record.

Referencing of monuments for possible replacement requires the use of correct replacement methods so the stated precision of the monument in question is not degraded. When a construction activity is planned which will disturb an existing PLSS, GLO, B.L.M., or MS monument, the monument shall be referenced and the survey records and the monument shall be upgraded by the PLS and a new Monument Record filed with the State Board, when the following conditions are met:

- (1) No boundary survey was done for the project.
- (2) A Monument Record has been filed with the State Board and there are no Monument Records that indicate conflicting locations.
- (3) The existing monument does not meet the physical standards set by the State Board.

A new monument record shall be filed with the State Board in accordance with Title 38 CRS and State Board Rules and Polices, a disclaimer should be written on the new Monument Record stating, "the new monument was set in the same location as described by the previous monument record". 629.06 629-3 When conflicting evidence of the location of an existing PLSS, GLO, BLM, or MS monument is encountered and construction activity is planned which will alter the evidence, the monument shall be referenced, and the survey records shall include the information required.

A minimum of two permanent reference monuments shall be to reference the location of all existing found monuments. Reference monuments must meet the required physical standards of the actual monument for the type of monument being referenced. These references shall be set when the following conditions are met:

- (1) No boundary survey was done for the project.
- (2) No monument record or conflicting monument records are filed with the State Board.

The reference monuments shall be set and stamped in accordance with Title 38 CRS and State Board Rules and Polices, a new monument record should be marked "Other" for "Type of Monument" and a full explanation given on the monument record as to why the presumed monument was not upgraded, the monument record shall be filed with the State Board in accordance with Title 38 CRS.

Copies of all new Monument Records filed by the PLS with the State Board shall be submitted to the City Surveyor prior to filing.

The equipment used in referencing or replacing the monument shall be able to produce the stated accuracies as specified by the owner of the monument. For example, the Colorado High Accuracy Reference Network (HARN) and CDOT HARN Densification (HARNND) monuments shall be referenced or replaced using Dual Frequency survey grade GPS equipment in accordance with the procedures set forth under the most recent Policy of the National Ocean Service Regarding the Incorporation of Geodetic Data of Other Organizations into the National Geodetic Survey Data Base, standards of accuracy are given in the Standards and Specifications for Geodetic Control Networks and Geometric Geodetic Accuracy Standards and Specifications for using GPS Relative Positioning Techniques (as amended).

National Geodetic Survey (NGS), U.S. Coast and Geodetic (USCG), and U.S. Geological Survey (USGS) benchmarks shall be referenced by setting a minimum of 3 temporary benchmarks in accordance with the procedures set forth under the most recent edition of the NGS Benchmark Reset Procedures. The temporary benchmarks shall be set outside the construction area so a permanent monument can be reset upon completion of the construction.

Prior to referencing, moving, or replacing the monument the NGS State Geodetic Advisor and the City Surveyor is to be notified, Survey records for referencing, moving, or replacing a federal or local government agency monument shall include documentation of the work. The survey records shall be submitted to the Engineer, for review by the City Surveyor, before payment is made and shall include the following:

- (1) Description of the original monument and two sets of close-up photographs.
- (2) Two sets of labeled color photographs showing a close up of the replaced monument, and a view of the monument looking toward the horizon in each of the cardinal directions.
- (3) A complete description of the reference monuments and replacement monument with a "to-reach" description.
- (4) A signed and sealed statement by the responsible PLS that states the replacement monument's positional tolerance has not been degraded. The documentation shall conform to the owner of the monument's specifications that control the work.

Before Survey Monumentation payment is made, the Contractor's surveyor shall submit legible electronically sealed copies of the survey records. Before final Survey Monumentation payment and prior to depositing with the county, in accordance with Title 38 CRS, Property – Real and Personal, State Board Rules and Policies, MOU, the Contractor shall complete and electronically seal all survey records, the ROW Plans, and the Project Control Diagram (new, supplemental or amended) and submit copies the Engineer. **Installing Monuments.** This survey work consists of installing Primary Control monuments, benchmarks, ROW monuments, property boundary monuments, easement monuments, PLSS, GLO, BLM, or MS monuments, and other monuments included on the plans. The work shall include determining the location of the monuments, installing the monuments, and verifying the positional accuracy of the monument is correct.

A Primary Control survey, when not furnished, shall be meeting the horizontal and vertical accuracy tolerances -A Project Control Diagram shall be submitted to the Engineer and the City Surveyor for all new Primary Control monuments and surveys.

Vertical accuracy tolerances for Primary Control monuments and surveys shall be as specified.

Unless stated otherwise in the contract, if construction activity disturbs a Primary Control monument (or benchmark) a new Primary Control monument (or benchmark) shall be installed by the Contractor. Primary Control monuments shall be set so they are intervisible from at least two adjacent Primary Control monuments and shall not exceed 0.2 mile between adjacent intervisible Primary Control monuments. Primary Control monuments set by the Contractor shall not conflict with construction activities. The Primary Control survey shall consist of a closed loop network and have adequate redundancy, precision, and accuracy to prove that all the monuments included in the network are within the horizontal and vertical accuracy tolerance.

Survey records shall include documentation of Primary Control monuments and. A supplemental or amended Project Control Diagram shall be submitted to the Engineer and the City Surveyor for all replaced, transferred or re-established Primary Control monuments

ROW monuments, property boundary monuments, and easement monuments shall be installed Secondary Control monuments may be required, meeting the horizontal accuracy tolerance. The procedures used to set ROW monuments shall include an independent check of the installation. Survey records shall include documentation of the survey performed to establish the monuments. The independent check shall be documented in the survey records and the field measured differences calculated or reduced to show the work is within the specified horizontal accuracy tolerance. PLSS, GLO, BLM, or MS monuments, The independent check shall be documented in the survey records and the field measured differences calculated or reduced to show the work is within the specified horizontal accuracy tolerance. The installation of ROW, property boundary, easement, PLSS, GLO, BLM, or MS monuments installed at a different location than the data shown on the Monumentation sheet of the ROW plans shall be submitted to the Engineer and the City Surveyor along with the monument's description and horizontal data in order that the new monument can be revised on the Land Survey Control Diagram and ROW plan sheets. Copies of all new Monument Records filed by the PLS with the State Board for the installation of new PLSS, GLO, BLM, or MS monuments shall be submitted to the Engineer prior to filing. **Monument Box.** This survey work shall

consist of installing or adjusting monument boxes included on the plans. When it is necessary to set a monument within a monument box in accordance with Title 38 CRS and State Board Rules and Policies. If the monument meets the physical standard as stated by the State Board and is situated within the finished roadway, a monument box shall be installed. When an existing monument box, due to construction, will no longer meet the physical standard set by the State Board, the box shall be replaced or adjusted to meet those standards.

MEASUREMENT: Survey Monuments, Monument Boxes, and Adjust Monument Boxes will be measured by the actual number of the various types installed and accepted by the Engineer. Measurement for locating survey monuments will be by the hour as approved by the Engineer.

Scope of Block Corner Reference Monumentation. To reference and replace the block corner reference monuments commonly known as 5x5's or 5 offs within the City of Colorado Springs in advance of proposed removal and replacement of sidewalks and pedestrian ramps.

The locations of Block Corner Reference monuments can be aided using the City Springs View Website or contacting City survey staff.

Method of Survey: Conventional Survey practices (Total Station and Steel Tape) shall be used in lieu of GPS. A minimum of three (3) substantial ties are to be set for each block corner reference to be rehabilitated. Set tie locations shall not be in the vicinity or similar materials of property corners to avoid confusing the tie with the property corner. Ties shall be removed after monument rehabilitation. Required tolerance of set monuments shall be +/- 0.02 of a foot of original monument location.

Surveyor is responsible for coordination with contractor and City of Colorado Springs staff on scheduling and preservation of reference ties during and after construction. Block corner reference monuments shall be set within 30 days of concrete placement. A Referenced Monument Restoration Record shall be recorded at the El Paso County Clerk and Recorder (Record form available from City of Colorado Springs Survey Staff).

Monuments (supplied by contracted surveyor) to be set are countersunk flush with concrete surface using a Berntsen 1.17" copper concrete markers (BP2) imprinted with the PLS number of the Surveyor in responsible charge and "5x5" or "5 OFF" as required. The referenced location to be punched on survey cap in field.

PAYMENT The accepted quantities will be paid for at the contract unit price for each of the pay items listed below that appear in the bid schedule. No payments will be made before the proposed work schedule is submitted. Legible signed and sealed copies of survey records shall be submitted on a monthly basis to the Engineer for completed work before payment is made for that pay item.

Before final payment is made, the following three items shall be completed, bear the seal and signature of the responsible PLS and have copies submitted to the Construction Project Manager for review prior to being deposited with the county in accordance with Title 38 CRS, Property – Real and Personal, State Board Rules and Policies and MOU:

- (1) All survey records.
- (2) The ROW Plans.
- (3) The Project Control Diagram (new, supplemental or amended).

The Presurvey Conference – Construction Surveys, equipment calibrations, and survey records will not be paid for separately but shall be included in the work. Payment will be made under:

Pay Item	Pay Unit
Survey Monument (Type)	Each
Monument Box	Each
Adjust Monument Box	Each

Traffic control for monumentation and related surveying will be under traffic control.



SCHEDULE D – MEASUREMENT AND PAYMENT

FOLLOWS THIS PAGE

SCHEDULE D – MEASUREMENT AND PAYMENT

The City of Colorado Springs Standard Specifications Manual controls construction of this project. The Measurement and Payment for all bid items shall be in accordance with this section and shall take precedence over the measurement and payment sections of the Standard Specifications or Revisions of Standard Specifications.

MEASUREMENT OF PAY QUANTITIES

- A. The Contractor shall make all measurements and determine all quantities and amounts of work done under the Contract subject to approval by the Engineer. At the time measurements are made for quantity determinations, the Engineer, or his authorized assistant, shall be present to verify such measurements. From quantity figures so ascertained, it will be the Contractor's responsibility to prepare a monthly periodical estimate of the work accomplished to date. This estimate shall be submitted to the Engineer each month for his review and check no later than the date established at the pre-construction conference. The form of such monthly estimates is to be subject to the approval of the Engineer.
- B. No measurement will be made for:
 - 1. Work performed or materials placed outside of lines indicated in the plans or established by the Engineer.
 - 2. Materials wasted, used, or disposed of in a manner not called for under the contract.
 - 3. Materials on hand after completion of construction.
 - 4. Rejected materials (including material rejected after it has been placed, if the rejection is due to the Contractor's failure to comply with the provisions of the contract).
 - 5. Hauling and disposing of rejected materials.
 - 6. Any other work or material when payment is contrary to any provision of the contract.
 - 7. All incidental costs necessary for proper performance of the work.

ESTIMATED QUANTITIES

The estimated quantities shown in the bid form are estimates only, being given only as the basis for comparison of the bids, 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. The basis of payment will be the actual unit bid items of work performed and measured in accordance with the contract unless noted otherwise in the plans or specifications. All prospective bidders should note 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.

PAYMENT FOR LUMP SUM ITEMS

Measurement shall be for work actually completed. Partial payments for lump sum items shall be made in accordance with the partial payment schedule established by these specifications for individual lump sum items. If no schedule is established, partial payments will be based on progress estimates prepared by the Engineer of the value of work performed or materials placed in accordance

DESCRIPTION AND PAYMENT

Payment will be made only for items listed in the bid form, items added through Change Order, or work authorized for payment through Force Account. All other work and material required for completion of the project shall be considered incidental.

Payment for all items shall be made at the unit price designated in the Contract for the item and shall

include full compensation for: all labor, equipment, tools, and materials necessary to complete the work. The "Payment" sections included with these specifications for each Contract item contain a non-comprehensive list of work and materials that are included with payment for each item and shall take precedence over any conflicting bases of payment in referenced standard specifications in case of conflict.

BID ITEM DESCRIPTIONS

Bid Item No. 100-00000: MOBILIZATION

(LS)

a. Measurement:

Mobilization shall be paid for by lump sum measurement and as accepted by the Engineer as complying with the plans and specifications. Mobilization shall be in accordance with Section 100 of the City of Colorado Springs Standard Specifications.

Payment will be according to the following schedule:

When 10% of the original contract amount is earned, 50% of the amount bid for mobilization will be paid.

When 50% of the original contract amount is earned, 100% of the amount bid for mobilization will be paid.

The total sum of all payments shall not exceed the original contract amount bid for the item, regardless of the fact that the Contractor may have, for any reason, shut down the work on the project or moved equipment away from the project and then back again.

b. Payment:

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 mobilize, prepare the project staging area, including stabilized construction access, temporary gravel access path and parking area, removal of facilities and gravel, cleaning up of site, establishment of sanitary facilities, installation of project construction signs, permitting, and all other costs incurred or labor and operations which must be performed prior to beginning the other items under the contract and effort to complete the work, provide adequate storage and security of on-site equipment and transportation of equipment in between each location.

Bid Item No. 100-10000: CLEARING AND GRUBBING

(LS)

a. Measurement:

Clearing and Grubbing shall be paid in the form of Lump Sum. The removal area shall be accepted by the Engineer as complying with the plans and specifications. This work shall include removal of landscape material including but not limited to 4-Inch minimum depth of topsoil stripping and stockpiling, landscape rock, sod, shrubs, small trees (6" caliper or less) and general organic material. Clearing and Grubbing shall be in accordance with Section 201 of the CDOT Standard Specifications for Road and Bridge Construction and the City of Colorado Springs Standard Specifications Section 220 and the Revision of Section 220.

b. Payment:

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work in place. Payment for clearing and grubbing shall include stripping of topsoil, scalping, removal and off-site disposal of trees and shrubs that are not specifically paid for separately, stumps,

roots, bushes, landscaping, landscape edging, and debris within the limits of the project. All holes left behind shall be filled with suitable material to existing grade.

Bid Item No. 100-20001: TEMPORARY TRAFFIC CONTROL

(LS)

a. Measurement:

The quantity of Traffic Control to be paid for shall be lump sum. Traffic Control shall be in accordance with Section 800 of the City of Colorado Springs Standard Specifications, and with the Revision to Section 800 – Work Zone Traffic Control.

b. Payment:

Temporary Traffic Control shall be lump sum and will not be measured. Temporary Traffic Control shall be made as a percentage of the unit bid price for the Bid Item. The percentage paid will be equivalent to the percentage of total contract value completed during said pay period. Payment shall be made at the applicable contract unit bid price for the Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work. Payment for Traffic Control shall be made at the unit price to include detour pavement placement and removal, advanced signs, VMS, construction area signs, contractor preparation, submittal, revision, and execution of traffic control plans and all other items of work involved in work zone traffic control.

Bid Item No. 202-00000: UNCLASSIFIED EXCAVATION

(CY)

a. Measurement:

Unclassified Excavation to be paid for shall not be measured separately, but shall be the measured, in its final position after compaction, volume, in cubic yard based on the limits of disturbances lines shown on the construction drawings, and accepted by the Engineer as complying with the plans and specifications in accordance with Section 202 of the City of Colorado Springs Standard Specifications. If as-constructed quantities exceed estimated quantities by greater than 10%, Unclassified Excavation will be measured by the cubic yard, in its final position after compaction, as measured from an as-built survey and earthwork calculations prepared by the Contractor. The as-built survey and earthwork calculations shall show both pre-construction and post-construction topography. The calculations shall be stamped and signed by a registered Professional Engineer or Surveyor. The revised quantities shall be approved by the Engineer prior to payment. Topsoil removal, sediment removal and disposal, stockpile, and placement will not be measured and paid separately, but shall be considered incidental to the work.

b. Payment:

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. Payment for unclassified excavation shall include trucking, sediment removal and disposal, handling, stockpiling, segregation, placing, compacting and any necessary water application, scarifying, proof rolling, or any other necessary operations to complete the work and establish finished grade per Section 202.

Bid Item No. 203-00000: EMBANKMENT MATERIAL

(CY)

a. Measurement:

Embankment to be paid for shall not be measured separately, but shall be the measured, in its final position after compaction, volume, in cubic yard based on the limits of disturbances lines

shown on the construction drawings, and accepted by the Engineer as complying with the plans and specifications in accordance with Section 203 of the City of Colorado Springs Standard Specifications. If as-constructed quantities exceed estimated quantities by greater than 10%, Embankment will be measured by the cubic yard, in its final position after compaction, as measured from an as-built survey and earthwork calculations prepared by the Contractor. The as-built survey and earthwork calculations shall show both pre-construction and post-construction topography. The calculations shall be stamped and signed by a registered Professional Engineer or Surveyor. The revised quantities shall be approved by the Engineer prior to payment. Stockpile and placement will not be measured and paid separately, but shall be considered incidental to the work. Embankment shall be in accordance with Section 203 Embankment of the City of Colorado Springs Standard Specifications Manual.

b. Payment:

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. Payment for Embankment shall include trucking, handling, stockpiling, segregation, placing, compacting and any necessary water application, scarifying, proof rolling, or any other necessary operations to complete the work and establish finished grade.

Bid Item No. 220-00010: REMOVAL OF TREE

(EA)

a. Measurement:

Removal of Tree to be paid for shall be determined by measurement if the number of Trees actually removed (6" caliper or greater) and accepted by the Engineer as complying with the plans and specifications. Removal of Tree shall be in accordance with Section 220 of the City of Colorado Springs Standard Specifications, with Revision to Section 220, Removal of Structures and Obstructions.

b. Payment:

Payment shall be made at the applicable contract unit bid price for the Bid Item and shall include full compensation for all the labor, equipment, tools, materials, offsite disposal and all other items necessary to complete the work.

Bid Item No. 220-00014: REMOVAL OF RETAINING WALL

(LF)

a. Measurement:

Removal of Retaining Wall to be paid for shall be determined by measurement of the number of linear feet of wall material actually removed and accepted by the Engineer as complying with the plans and specifications. Removal of Retaining Wall shall be in accordance with Section 220 of the City of Colorado Standards and Specifications, with Revision to Section 220 – Removal of Structures and Obstructions.

b. Payment:

Payment shall be made at the applicable contract unit bid price for the Bid Item and shall include full compensation of labor, equipment, tools, materials, sawing, drilling, and demolition of the existing retaining wall.

Bid Item No. 220-00027: REMOVAL OF RIPRAP

(CY)

a. Measurement:

Removal of Riprap to be paid for shall be determined by measurement of the number of cubic yards of riprap material actually removed and accepted by the Engineer as complying with the plans and specifications. Removal of Riprap shall be in accordance with Section 220 of the City of Colorado Standards and Specifications, with Revision to Section 220 – Removal of Structures and Obstructions.

b. Payment:

Payment shall be made at the applicable contract unit bid price for the Bid Item and shall include full compensation of labor, equipment, tools, materials, sawing, drilling, and demolition of the existing riprap.

Bid Item No. 220-00203: REMOVAL OF CURB AND GUTTER

(LF)

a. Measurement:

Removal of Curb and Gutter to be paid for shall be determined by the measurement of the number of linear feet of curb and gutter material actually removed and accepted by the Engineer as complying with the plans and specifications. Removal of Curb and Gutter shall be in accordance with Section 220 of the City of Colorado Springs Standard Specifications, with the Revision to Section 220 – Removal of Structures and Obstructions,

b. Payment:

Payment shall be made at the applicable contract unit price bid price for the Bid Item and shall include full compensation for all labor, equipment, tools, materials, sawing, drilling, and demolition of existing curb and gutter.

Bid Item No. 220-00220: REMOVAL OF ASPHALT MAT

(SY)

a. Measurement:

Removal of Asphalt Mat to be paid for shall be determined by measurement of the number of square yards of asphalt material actually removed and accepted by the Engineer as complying with the plans and specifications. Removal of Asphalt Mat shall be in accordance with Section 220 of the City of Colorado Springs Standard Specifications, with the Revision to Section 220 – Removal of Structures and Obstructions.

b. Payment:

Payment shall be made at the applicable contract unit bid price for the Bid Item and shall include full compensation for all labor, equipment, tools, materials, sawing, milling, drilling, and demolition of existing asphalt pavements.

Bid Item No. 220-03000: REMOVAL OF TIMBER SLOPE STABILIZER

(SY)

a. Measurement:

Removal of Timber Slope Stabilizer to be paid for shall be determined by measurement of the number of square yards of timber material actually removed and accepted by the Engineer as complying with the plans and specifications. Removal of Timber Slope Stabilizer shall be in accordance with Section 220 of the City of Colorado Springs Standard Specifications, with the Revision to Section 220 – Removal of Structures and Obstructions.

b. Payment:

Payment shall be made at the applicable contract unit bid price for the Bid Item and shall include full compensation for all labor, equipment, tools, materials, sawing, drilling, and demolition of existing timber.

Bid Item No. 240-00810: RESET SIGN POST

(EA)

a. Measurement:

Reset of Sign Post to be paid for shall be determined by measurement of the number of each sign post actually reset and accepted by the Engineer as complying with the plans and specifications. Reset of Sign Post shall be in accordance with Section 240 of the City of Colorado Springs Standards Specifications, and with the Revision to Section 240 – Removal of Structures and Obstructions.

b. Payment:

Payment shall be made at the applicable contract unit bid price for the Bid Item and shall include full compensation for all labor, equipment, tools and materials necessary to complete the work. Payment shall include reset of post and salvage to the City, removal and disposal of the sign post and hardware, and removal of concrete foundations and subsequent backfill.

Bid Item No. 240-00821: RESET SIGN PANEL

(EA)

a. Measurement:

Reset of Sign Panel to be paid for shall be determined by measurement of the number of each sign panel actually reset and accepted by the Engineer as complying with the plans and specifications. Reset of Sign Panel shall be in accordance with Section 240 of the City of Colorado Springs Standards Specifications, and with the Revision to Section 240 – Removal of Structures and Obstructions.

b. Payment:

Payment shall be made at the applicable contract unit bid price for the Bid Item and shall include full compensation for all labor, equipment, tools and materials necessary to complete the work. Payment shall include full compensation for removal of the existing sign panel, storage of the sign panel, and installation of the sign panel including all mounting hardware needed to attach the panel to the post.

Bid Item No. 300-06005: AGGREGATE COURSE BASE (CDOT CLASS 6)

(CY)

a. Measurement:

The quantity of Aggregate Base Course Class 6 to be paid for will be determined by measurement of cubic yards of Aggregate Base Course (CDOT Class 6) installed and accepted by the Engineer as complying with the plans and specifications. Aggregate Base Course (CDOT Class 6) shall be in accordance with Section 300 of the City of Colorado Springs Standard Specifications.

b. Payment:

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all shipping, labor, equipment, tools, and materials necessary to complete the work.

Bid Item No. 400-70001: ASPHALT CONCRETE PAVEMENT (PATCHING) (SY)

a. Measurement:

The quantity of Asphalt Concrete Pavement (Patching) to be paid for will be determined by measurement of the square yards of material installed and accepted by the Engineer as complying with the plans and specifications. Asphalt Concrete Pavement (Patching) to construction specifications shall be in accordance with Section 400 of the City of Colorado Springs Standard Specifications, Pikes Peak Regional Pavement Specifications, and CDOT Standard Specifications Section 400.

b. Payment:

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all materials, for preparation, application of the tack coat, mixing, placing, and compaction of these materials and for all labor, equipment, tools, and incidentals necessary to complete the work.

Bid Item No. 500-02001: CONCRETE CROSS PAN (SY)

a. Measurement:

The quantity of Concrete Cross Pan to be paid for will be determined by measurement of the number of square yards of material actually installed and accepted by the Engineer as complying with the material and construction requirements of Section 500 of the City Standard Specifications, the Revision of COS Section 500, and City Standard Drawing D-7.

b. Payment:

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for preparation, all materials including concrete, reinforcing steel, and expansion joint material; forming, mixing, hauling, placement, and finishing and compaction of these materials and for all labor, equipment, tools, and incidentals necessary to complete the work.

Bid Item No. 500-52000: CURB AND GUTTER TYPE 2 (CATCH) (LF)

a. Measurement:

The quantity of Curb and Gutter (COS Type II) to be paid for will be determined by measurement of the number of linear feet of curb and gutter along the flowline of curb actually installed and accepted by the Engineer as complying with the plans and specifications.

Transitions between types of curb and gutter shall be measured for payment for both types of curb and gutter. Each type shall be measured to the midway point of the transition. Curb and gutter through concrete crosspans, around plowable end sections, and across openings for pedestrian ramps shall be included in the measurement for payment.

Curb that is poured as part of a drainage structure, such as an inlet or curb opening, shall not be measured for payment and shall be included in the cost of the drainage structure.

Curb and Gutter (COS Type II) shall be in accordance with Section 500 of the City of Colorado Springs Standard Specifications and CDOT Standard Specifications Section 600.

b. Payment:

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work including concrete, expansion joint material, forming, mixing, hauling, placement, and all other items to complete the work.

Bid Item No. 554-03401: SOLDIER PILE RETAINING WALL

(SF)

a. Measurement:

The quantity of Soldier Pile Retaining Wall to be paid for will be determined by the measurement of the number of square feet of wall face actually installed and accepted by the Engineer as complying with the plans and specifications. Soldier Pile Retaining Wall shall be in accordance with Section 500/600 of the City of Colorado Springs Standard Specifications.

b. Payment:

Payment shall be made at the applicable contract unit price for Bid Item and shall include fill compensation of labor, equipment, tools, and material necessary to complete the work including materials, curing/finishing, mixing/placing, excavation, off-site disposal of excess material, compaction, and all other items of work involved in installation of this pay item.

Bid Item No. 554-03402: FREESTANDING RETAINING WALL

(SF)

a. Measurement:

The quantity of Freestanding Retaining Wall to be paid for will be determined by the measurement of the number of square feet of wall face actually installed and accepted by the Engineer as complying with the plans and specifications. Freestanding Retaining Wall shall be in accordance with Section 500/600 of the City of Colorado Springs Standard Specifications.

b. Payment:

Payment shall be made at the applicable contract unit price for Bid Item and shall include fill compensation of labor, equipment, tools, and material necessary to complete the work including materials, curing/finishing, mixing/placing, excavation, off-site disposal of excess material, compaction, and all other items of work involved in installation of this pay item.

Bid Item No. 624-00060: RIPRAP (TYPE VL, 6-INCH)

(CY)

a. Measurement:

Riprap (Type VL, 6-Inch) to be paid for shall be determined by measurement of the cubic yards of riprap as installed and accepted by the Engineer as complying with the plans and specifications. Riprap (Type VL, 6-Inch) shall be in accordance with Section 624 of the City of Colorado Springs Standard Specifications.

b. Payment:

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials including riprap, grading, backfill and other necessary items to complete the work.

Bid Item No. 624-01060: GROUTED RIPRAP (TYPE VL, 6-INCH)

(CY)

a. Measurement:

Grouted Riprap (Type VL, 6-Inch) to be paid for shall be determined by measurement of the cubic yards of riprap as installed and accepted by the Engineer as complying with the plans and specifications. Grouted Riprap (Type VL, 6-Inch) shall be in accordance with Section 624 of the City of Colorado Springs Standard Specifications.

b. Payment:

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials including riprap, grading, backfill, concrete grout and other necessary items to complete the work.

Bid Item No. 814-20200: STEEL SIGNPOST (2 INCH SQUARE PUNCHED)

(EA)

a. Measurement:

Steel Signpost (2-inch square punched) shall be measured by the each steel signpost installed. Steel Signpost (2-inch square punched) shall meet the material and construction requirements of the City of Colorado Springs Traffic Engineering Signage & Pavement Markings Guidelines and the Revision of COS Signage & Markings Guidelines.

b. Payment:

Payment shall be made at the applicable contract unit bid price for the Bid Item and shall include full compensation of labor, all materials including steel post, nuts, bolts, washers, sleeve, and concrete; cutting to size; excavation; backfill; compaction; and assembly.

Bid Item No. 825-00000: CONSTRUCTION SURVEYING

(LS)

a. Measurement:

The quantity of Construction Staking to be paid for shall be lump sum. Construction Staking shall be in accordance with Section 108 of the City of Colorado Springs Standard Specifications.

b. Payment:

Payment for construction surveying will be the contract lump sum bid and will be full compensation for all surveying work necessary to complete the project as shown on the plans, to include all resetting of stakes, marks, monuments Secondary and Primary Control points, and preparing supplemental or amended Project Control Diagrams.

Before final payment is made, the following two items shall be completed, bear the seal and signature of the responsible PLS or PE, and have copies submitted to the Engineer for review:

- (1) All survey records
- (2) Supplemental or amended Project Control Diagram

Bid Item No. 990-70010: F/A MINOR CONTRACT REVISIONS

(FA)

a. Measurement:

F/A Minor Contract Revisions (MCR) is a force account item. MCR may be initiated at the sole discretion of the Engineer for work required by the project and not identified as incidental. The intent of MCR is to provide a mechanism for payment for minor work required to preparer a

formal change order through the City processes identified in the contract documents. The Contractor may not submit charges for MCR without prior approval of the Engineer.

b. Payment:

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor including: time allocated to contract revision coordination, correspondence, and the monetary recouperation of time and effort utilized but not yet accounted for.

Bid Item No. 990-70130: F/A REPAIR

(FA)

a. Measurement:

F/A Repair (Repair) is a force account item. Repair may be initiated at the sole discretion of the Engineer for work required by the project to reestablish existing infrastructure that is damaged during construction. The intent of F/A Repair is to provide a mechanism of payment for the time and materials associated with Repair. The Contractor may not submit charges for Repair without prior approval of the Engineer.

b. Payment:

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor including the repair of any infrastructure, impacted by construction, that is not already accounted for as incidental.



SCHEDULE E – CONSTRUCTION PLAN SET

FOLLOWS THIS PAGE



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

ISSUE FOR BID PLANS FOR 2526 W PIKES PEAK AVE WALL CITY OF COLORADO SPRINGS EL PASO COUNTY, COLORADO A PORTION OF THE NW $\frac{1}{4}$ OF SECTION 11, TOWNSHIP 14 SOUTH, RANGE 67 WEST OF THE SIXTH P.M. ISSUE FOR BID - CONSTRUCTION PLANS

TEAM CONTACTS:

ENGINEER
KIMLEY-HORN AND ASSOCIATES, INC.
2 NEVADA NORTH AVE., SUITE 900
COLORADO SPRINGS, CO 80903
PHONE: 719.453.0182
CONTACT: ERIC GUNDERSON, P.E.

SUE SURVEYOR
FARNSWORTH GROUP
5775 MARK DABLING BLVD., SUITE 190
COLORADO SPRINGS, CO 80919
PHONE: 719.590.9194
CONTACT: JAMES CLYDE CUNDALL

AGENCY CONTACTS

CITY OF COLORADO SPRINGS ENGINEERING
30 SOUTH NEVADA AVENUE, SUITE 401
COLORADO SPRINGS, CO 80901
PHONE: 719.385.5546
CONTACT: TYRA SANDY
EMAIL: TYRA.SANDY@COLORADOSPRINGS.GOV

CITY OF COLORADO SPRINGS PARKING SYSTEM ENTERPRISE
130 SOUTH NEVADA AVENUE
COLORADO SPRINGS, CO 80903
PHONE: 719.385.5682
CONTACT: JOHN CRAWFORD, CAPP
EMAIL: JOHN.CRAWFORD@COLORADOSPRINGS.GOV

COLORADO SPRINGS UTILITIES
1521 HANCOCK EXPRESSWAY, MAIL CODE 1812
COLORADO SPRINGS, CO 80903
PHONE: 719.668.8769

CONTACT (WATER):
EMAIL:

CONTACT (GAS): TIM BENEDICT AND GINNY HALVORSON
EMAIL: TBENEDICT@CSU.ORG AND GHALVORSON@CSU.ORG
PHONE: 719.668.5567

CONTACT (ELECTRIC): MARY HOGLAND
EMAIL: MHOGLAND@CSU.ORG

COLORADO SPRINGS FIRE DEPARTMENT
375 PRINTERS PARKWAY
COLORADO SPRINGS, CO 80910
PHONE: 719.385.2233
EMAIL: JACOB.WATSON@COLORADOSPRINGS.GOV
CONTACT: JACOB WATSON

CENTURY LINK
EMAIL: JORDAN.ADAMS@CENTURYLINK.COM
CONTACT: JORDAN ADAMS

COMCAST CONSTRUCTION
EMAIL: TOD_BELL@COMCAST.COM
CONTACT: TOD BELL

LUMEN
EMAIL: RMCLEOD@TERRATECHLLC.NET
CONTACT: ROBERT MCLEOD
PHONE: 303.949.2187

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11	SOLDIER PILE WALL DETAILS (CONT)

REVIEWED BY:

CITY ENGINEERING

BY: _____ DATE: _____

CITY TRAFFIC ENGINEERING

BY: _____ DATE: _____

CITY OPERATIONS AND MAINTENANCE DIVISION

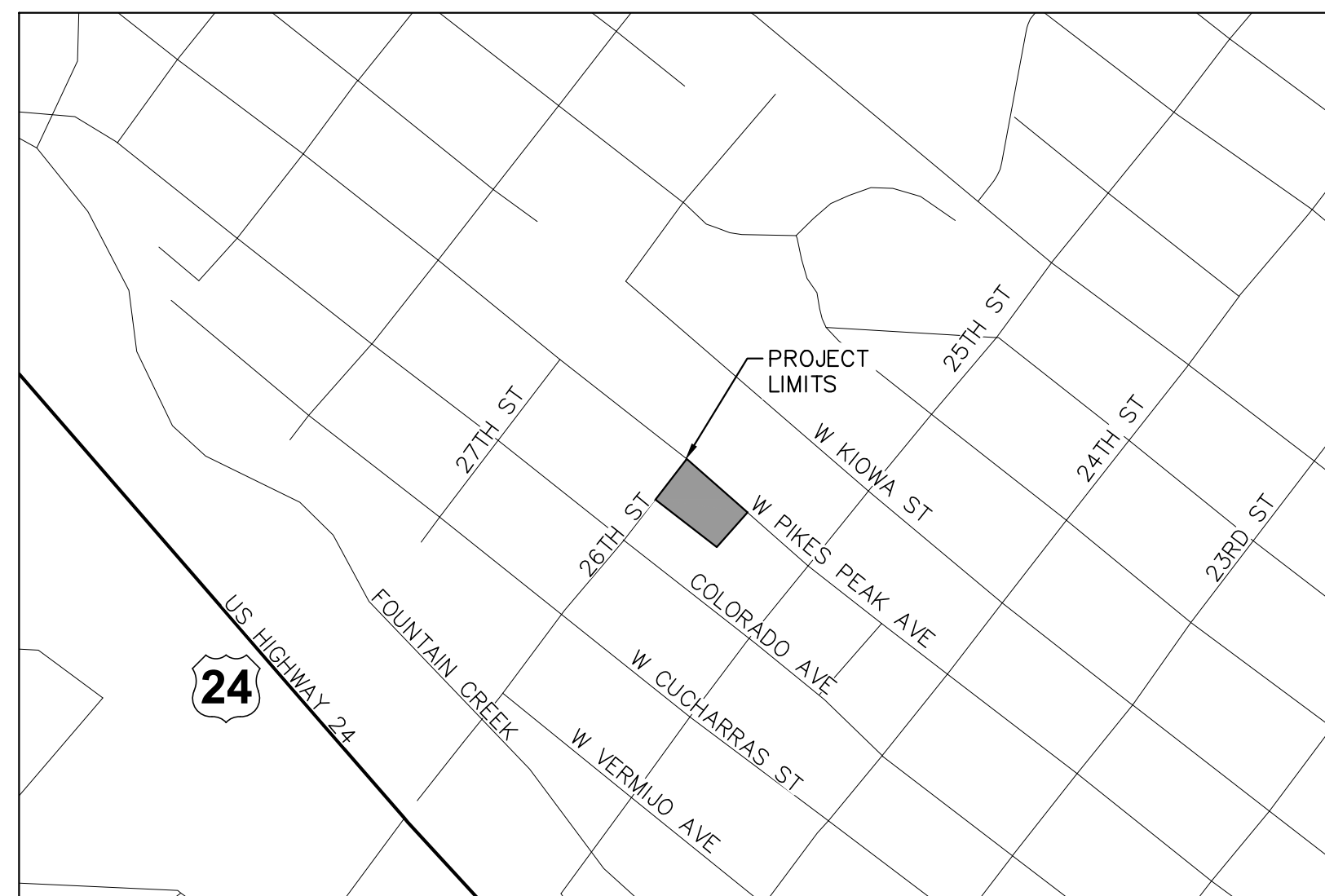
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CENTURY LINK COMMUNICATIONS

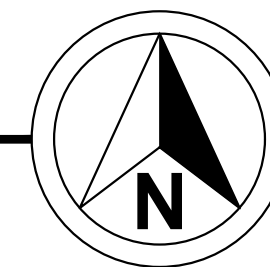
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VICINITY MAP
SCALE: 1" = 2000'



ENGINEER CERTIFICATION
PREPARED UNDER MY DIRECT SUPERVISION



ERIC J. GUNDERSON, COLORADO P.E. #49487 DATE FOR AND ON BEHALF OF KIMLEY-HORN AND ASSOCIATES, INC.

THE CITY OF COLORADO SPRINGS RECOGNIZES THE DESIGN ENGINEER AS HAVING RESPONSIBILITY FOR THE DESIGN. THE CITY HAS LIMITED ITS SCOPE OF REVIEW ACCORDINGLY. RESUBMITAL REQUIRED IF CONSTRUCTION HAS NOT COMMENCED WITHIN 180 DAYS AFTER THE REVIEW DATE.

3/27/2024

K:\CCS - Civil\067607112_2526 West Pike's Peak - Aus\CADD\PlotSheets\CD_CV.dwg - Cunderson, Eric 3/27/2024 10:34 AM
 THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC.

LEGEND:

EX. SANITARY SEWER & MANHOLE	
EX. GAS LINE	
EX. OVER-HEAD ELECTRIC LINE	
EX. TELEPHONE LINE	
EX. WATER LINE	
EX. CCTV LINE	
PROPOSED ROW	
PROPOSED EDGE OF ASPHALT	
PROPOSED EDGE OF SHOULDER	
EX. VEGETATION	
EX. LOT LINE	
EX. FENCE	
EX. BOLLARD	
WATER METER	
LIGHT POLE	
ELECTRIC TRANSFORMER	
ELECTRIC MANHOLE	
ELECTRIC METER	
TRAFFIC POLE	
TELEPHONE PEDESTAL	
TRASH CAN	
GUY WIRE	

ABBREVIATIONS

AC	ASPHALT CONCRETE
APPROX	APPROXIMATE OR APPROXIMATELY
BP OR BOP	BEGINNING OF PROJECT
BOW	BOTTOM OF WALL
℄	CENTERLINE
CLR	CLEARANCE
CONC	CONCRETE
DWG	DRAWING
DR	DRIVE
EA	EACH
EP OR EOP	END OF PROJECT
ECR	END CURB RADIUS
ELEV OR EL	ELEVATION
ESMT	EASEMENT
EX	EXISTING
FL	FLOWLINE
FT	FOOT/FEET
HMA	HOT MIX ASPHALT
HCL	HORIZONTAL CONTROL LINE
LT	LEFT
ME	MATCH EXISTING
MAX	MAXIMUM
MIN	MINIMUM

MUTCD

NTS	NOT TO SCALE
PGL	PROFILE GRADE LINE
PI	POINT OF INTERSECTION
P/L	PROPERTY LINE
POB	POINT OF BEGINNING
POE	POINT OF ENDING
PROP.	PROPOSED
PVC	POINT OF VERTICAL CURVE OR POLYVINYL CHLORIDE
PVMT	PAVEMENT
RAD	RADIUS, OR CENTER OF RADIUS
RCP	REINFORCED CONCRETE PIPE
ROW	RIGHT-OF-WAY
RT	RIGHT
ST	STREET
STA	STATION
STD	CITY OF COLORADO SPRINGS STANDARD SPECIFICATION
SW OR S/W	SIDEWALK
TBC	TOP BACK OF CURB
TOW	FINISHED GRADE AT BACK OF WALL
TYP	TYPICAL
WQ	WATER QUALITY

MISC. ABBREVIATIONS

∅	AT
∅	PHASE, DIAMETER
&	AND
'	FEET, MINUTES
''	INCHES, SECONDS
°	DEGREE
#	NUMBER
℄	CENTERLINE

GENERAL NOTES:

1. THIS IS A STANDARD DRAWING SHOWING COMMON SYMBOLOGY. ALL SYMBOLS ARE NOT NECESSARILY USED ON THIS PROJECT.
2. SCREENING OR SHADING OF WORK IS USED TO INDICATE EXISTING COMPONENTS OR TO DE-EMPHASIZE PROPOSED IMPROVEMENTS TO HIGHLIGHT SELECTED TRADE WORK. REFER TO CONTEXT OF EACH DRAWING FOR USAGE.
3. THESE ABBREVIATIONS APPLY TO THE ENTIRE SET OF CONTRACT DRAWINGS.
4. LISTING OF ABBREVIATIONS DOES NOT IMPLY THAT ALL ABBREVIATIONS ARE USED IN THE CONTRACT DRAWINGS.
5. ABBREVIATIONS SHOWN ON THIS SHEET INCLUDE VARIATIONS OF A WORD. FOR EXAMPLE, "MOD" MAY MEAN MODIFY OR MODIFICATION; "INC" MAY MEAN INCLUDED OR INCLUDING AND "REINF" MAY MEAN EITHER REINFORCE OR REINFORCING.

PRINT DATE: March 27, 2024

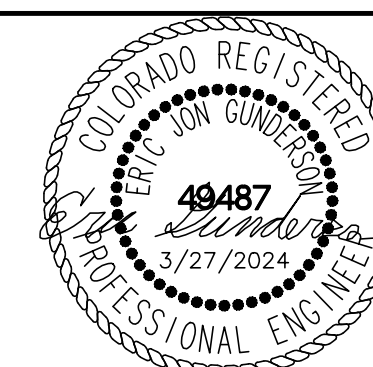
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HORIZ. SCALE: N/A VERT. SCALE: N/A



SHEET REVISIONS

DATE:	INITIAL:
(R-X)	
(R-X)	
(R-X)	
(R-X)	



2526 WEST PIKES PEAK AVE WALL
LEGEND

PROJECT NO./CODE

067607112

CHECKED BY:	EJG
DESIGNED BY:	NMB
SHEET SUBSET:	LEGEND
SUBSET SHEET:	2 of 3

SHEET NUMBER 2

GENERAL NOTES

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF COLORADO SPRINGS, ENGINEERING DIVISION, GENERAL PROVISIONS, STANDARD SPECIFICATIONS AND SUPPLEMENTAL SPECIFICATIONS, LATEST REVISION.
2. THE CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS. FOR CITY PERMITS CONTRACTORS SHALL USE THE ACELA ON-LINE PERMIT SYSTEM. ONCE CITY PERMITS ARE APPROVED AND PAID, THEN APPROPRIATE SCHEDULING AND NOTIFICATIONS SHALL BE IN ACELA.
3. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE ALL WORK IS PERFORMED IN ACCORDANCE WITH APPLICABLE STANDARDS AND REGULATIONS AS SET FORTH BY THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (O.S.H.A.).
4. NO FIELD CHANGES SHALL BE MADE WITHOUT PRIOR WRITTEN APPROVAL OF THE ENGINEER.
5. SUBMITTALS SHALL BE MADE FOR ALL MATERIALS TO BE INCORPORATED INTO THIS PROJECT.
6. UTILITY LINES SHOWN ON THE PLAN SHEETS ARE PLOTTED FROM THE BEST AVAILABLE INFORMATION (S.U.E. QUALITY LEVEL C). THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE VERIFICATION AND PROTECTION OF ALL UTILITIES IN PLACE.
7. THE CONTRACTOR SHALL CONTACT THE UTILITY NOTIFICATION CENTER OF COLORADO AT 1-800-922-1987 TWO BUSINESS DAYS IN ADVANCE OF ANY EXCAVATION OR GRADING. FOR A LIST OF SPECIFIC CONTACTS SEE SPECIFICATIONS.
8. THE CONTRACTOR SHALL PROTECT AND MAINTAIN ALL UTILITIES AND STRUCTURES AFFECTED BY THE WORK, AND ANY DAMAGE SHALL BE REPAIRED AND RESTORED TO THE SATISFACTION OF THE UTILITY OWNER. THE CONTRACTOR IS RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL UTILITIES DURING CONSTRUCTION. THE CONTRACTOR SHALL COORDINATE ALL UTILITY RELOCATIONS AS NECESSARY. THE CITY ENGINEERING INSPECTIONS AND UTILITY DEPARTMENTS SHALL BE NOTIFIED A MINIMUM OF 48 HOURS PRIOR TO COMMENCING WORK WHERE THESE DEPARTMENTS MAY BE AFFECTED.
9. THE CONTRACTOR SHALL NOTIFY THE GAS DIVISION INSPECTOR (719-636-5736) AT LEAST 48 HOURS IN ADVANCE OF CONSTRUCTION NEAR ANY GAS FACILITIES. THE GAS DIVISION WILL RELOCATE THE GAS SERVICES REQUIRED ON AN AS NEEDED BASIS.
10. EXCAVATION AT GAS LINES: TEMPORARY COVER DURING CONSTRUCTION SHALL BE AT LEAST 18 INCHES OVER THE GAS CONDUIT. FINISH GRADE MUST BE AT LEAST 2 FEET AND NO MORE THAN 6 FEET OVER THE GAS CONDUIT.
11. THE PHYSICAL FEATURES WITHIN THE LIMITS OF THE PROJECT HAVE BEEN SHOWN BASED ON THE BEST AVAILABLE INFORMATION AT THE TIME OF THE DESIGN. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE FEATURES SHOWN. THE CONTRACTOR SHALL REVIEW AND VERIFY EXISTING PHYSICAL FEATURES AND ELEVATIONS THEMSELVES OF THE CONDITIONS TO BE ENCOUNTERED DURING CONSTRUCTION.
12. THE CONTRACTOR SHALL LIMIT ALL WORK AND STORAGE AREAS TO THE PUBLIC RIGHT-OF-WAYS AND EASEMENTS. USE OF ANY PRIVATE AREAS FOR THIS PROJECT BY THE CONTRACTOR MUST BE APPROVED IN WRITING BY THE PROPERTY OWNER WITH A COPY OF THIS APPROVAL PROVIDED TO THE ENGINEER PRIOR TO USAGE.
13. ALL CONSTRUCTION SHALL INCLUDE COMPACTION AND FINISH GRADING IN THE UNIT PRICE OF RELATED WORK ITEM.
14. ALL WORK SHALL BE DONE TO THE LINES, GRADES, SECTIONS, AND ELEVATIONS SHOWN ON THE PLANS UNLESS OTHERWISE NOTED OR APPROVED BY THE ENGINEER.
15. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE CITY OF COLORADO SPRINGS AND THE ENGINEER.
16. THE ENGINEER SHALL BE NOTIFIED WITHIN 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.
17. PAYMENT, DIMENSIONS AND RADII FOR CURB AND GUTTER ARE SHOWN TO THE FLOWLINE UNLESS OTHERWISE NOTED.
18. THE CONTRACTOR SHALL LIMIT CONSTRUCTION ACTIVITIES TO THOSE AREAS WITHIN THE LIMITS OF DISTURBANCE AND/OR TOES OF SLOPE AS SHOWN ON THE PLANS AND CROSS SECTIONS. ANY DISTURBANCE BEYOND THESE LIMITS SHALL BE RESTORED TO ORIGINAL CONDITIONS BY THE CONTRACTOR AT THEIR EXPENSE. CONSTRUCTION PARKING OF VEHICLES OR EQUIPMENT, DISPOSAL OF LITTER AND ANY OTHER ACTION WHICH WOULD ALTER EXISTING CONDITIONS.
19. THE CONTRACTOR SHALL NOT REMOVE AND SHALL PROTECT FROM DAMAGE ALL TREES, BUSHES AND EXISTING IMPROVEMENTS INSIDE AND OUTSIDE THE LIMITS OF WORK. SPECIFIC PROVISIONS ARE SHOWN ON PLANS.
20. NO TREES SHALL BE REMOVED OR TRIMMED WITHOUT APPROVAL OF THE ENGINEER AND CITY FORESTRY.
21. THE CONTRACTOR SHALL PROTECT THE EXISTING DRAINAGE STRUCTURES AND REROUTE ANY RUNOFF AS NECESSARY DURING CONSTRUCTION ACTIVITIES TO PREVENT EROSION AND DAMAGE.
22. THE CONTRACTOR SHALL PROVIDE SAFE PEDESTRIAN ACCESS AT ALL TIMES DURING THE PROJECT.
23. THE CONTRACTOR SHALL CLOSELY MONITOR ACCESS FOR HEAVY CONSTRUCTION EQUIPMENT THROUGH THE PROJECT AND RESIDENTIAL AREAS
24. SHOULD THE CONSTRUCTION ACTIVITY CONTINUE PAST 7:00 P.M., THE CONTRACTOR SHALL ENSURE THAT THE NOISE LEVEL DOES NOT EXCEED THE LIMITS SPECIFIED IN THE CITY ORDINANCE.

EARTHWORK

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

BENCHMARK AND SURVEY CONTROL

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

TRAFFIC GENERAL NOTES

1. APPROVAL OF THESE PLANS BY THE CITY ENGINEER DOES NOT AUTHORIZE ANY WORK TO BE PERFORMED UNTIL A PERMIT HAS BEEN ISSUED.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL NEW, TEMPORARY AND EXISTING TRAFFIC SIGNS FROM THE START OF THE CONSTRUCTION PROJECT UNTIL ACCEPTANCE BY CITY TRAFFIC AND ENGINEERING.
3. ALL TRAFFIC SIGNS, PAVEMENT MARKINGS AND TRAFFIC SIGNALS SHALL MEET OR EXCEED M.U.T.C.D. STANDARDS.
4. THE CONTRACTOR SHALL NOT REMOVE ANY EXISTING SIGNS, PAVEMENT MARKINGS OR TRAFFIC SIGNALS DURING THE PROJECT WITHOUT SIGNED AUTHORIZATION OF THE CITY TRAFFIC AND ENGINEERING.
5. CONTRACTOR SHALL PREPARE A DETAILED TRAFFIC CONTROL PLAN, SUBMIT TO CITY TRAFFIC ENGINEERING FOR APPROVAL, AND OBTAIN APPROPRIATE PERMITS IN ACCORDANCE WITH THE "TRAFFIC CONTROLS FOR STREET CONSTRUCTION, UTILITY WORK AND MAINTENANCE OPERATIONS", MUTCD SUPPLEMENT FOR THE CITY OF COLORADO SPRINGS, (CURRENT EDITION).
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL WORK ZONE TRAFFIC CONTROL. CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING, INSTALLING AND MAINTAINING THE TEMPORARY TRAFFIC CONTROL DEVICES THROUGHOUT THE DURATION OF THE PROJECT.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL NEW, TEMPORARY AND EXISTING TRAFFIC SIGNAL MODIFICATIONS.

STRIPING AND SIGNAGE GENERAL NOTES

1. INSTALLATION OF ALL STRIPING, SIGNS AND PAVEMENT MARKERS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL REMOVAL OF EXISTING PAVEMENT MARKINGS (SCARRING OF PAVEMENT IS NOT PERMITTED). AT NO TIME WILL IT BE ACCEPTABLE TO PAINT OVER EXISTING PAVEMENT MARKINGS.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR OVERLAYING OR CHIP SEALING ROADWAY IF SCARRING OCCURS DURING REMOVAL OF EXISTING OR TEMPORARY PAVEMENT MARKINGS. THE CITY TRAFFIC ENGINEER WILL DETERMINE METHOD OF PAVEMENT REPAIR.
4. ALL STRIPING AND SIGNING SHALL CONFORM TO THE MOST RECENT ADOPTED EDITION OF THE FOLLOWING MANUALS AND THEIR SUPPLEMENTAL AMENDMENTS:
 - A. MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD)
 - B. CITY OF COLORADO SPRINGS SIGNS AND MARKINGS GUIDELINES
 - C. CITY OF COLORADO SPRINGS STANDARD SPECIFICATIONS
 - D. CITY OF COLORADO SPRINGS PUBLIC WORKS DESIGN MANUAL.
5. ALL SIGNING AND STRIPING IS SUBJECT TO THE APPROVAL OF THE CITY TRAFFIC ENGINEER PRIOR TO INSTALLATION AND/OR REMOVAL.
6. CONTRACTOR SHALL REMOVE ALL CONFLICTING STRIPING, PAVEMENT MARKINGS AND LEGENDS BY HYDROBLASTING, SANDBLASTING AND/OR GRINDING. ANY DEBRIS SHALL BE PROMPTLY REMOVED BY THE CONTRACTOR.
7. SIGN POSTS SHALL BE INSTALLED WITH A MINIMUM OF 1 1/4" x 10' SQUARE PERFORATED STEEL TUBING WITH SLEEVE PER CITY OF COLORADO SPRINGS STANDARD.

8. ALL TRAFFIC SIGNS SHALL HAVE A MINIMUM OF HIGH INTENSITY GRADE SHEETING.
9. ANY DEVIATION FROM THE STRIPING AND SIGNING PLANS SHALL BE APPROVED BY THE ENGINEER OF WORK AND THE CITY TRAFFIC ENGINEER PRIOR TO ANY CHANGES BEING MADE IN THE FIELD.
10. ALL SIGNS SHOWN ON THE STRIPING AND SIGNING PLANS SHALL BE NEW SIGNS PROVIDED AND INSTALLED BY THE CONTRACTOR, EXCEPT FOR EXISTING SIGNS SPECIFICALLY INDICATED TO BE RELOCATED OR TO REMAIN.
11. STRIPED CROSSWALKS SHALL HAVE AN INSIDE DIMENSION OF 10 FEET, AND CONTINENTAL CROSSWALKS SHALL HAVE A MINIMUM WIDTH OF 9 FEET UNLESS INDICATED OTHERWISE.
12. ALL LIMIT LINES/STOP LINES, CROSSWALK LINES, PAVEMENT LEGENDS AND ARROWS (EXCEPT WITHIN BIKE LANES) SHALL BE A MINIMUM OF 90 MIL THICKNESS THERMOPLASTIC OR PREFORM PLASTIC TAPE.
13. ALL LONGITUDINAL LINES SHALL BE A MINIMUM OF 15 MIL THICKNESS EPOXY.
14. CONTRACTOR TO DELIVER ALL REMOVED SIGNS TO THE CITY OF COLORADO SPRINGS SIGNS/MARKINGS SHOP AT 404 FONTANERO STREET, (719) 578-6721.
15. CONTRACTOR SHALL NOTIFY CITY TRAFFIC ENGINEER (719) 385-5908 A MINIMUM OF 5 WORKING DAYS PRIOR TO AND UPON COMPLETION OF STRIPING AND SIGNAGE.

6. PROPERTY OWNERS WILL BE NOTIFIED BY THE CITY, PRIOR TO CONSTRUCTION, THAT IT WILL BE THE OWNER'S RESPONSIBILITY TO REMOVE TREES, SHRUBS OR OTHER PROPERTY WHICH THEY INTEND TO KEEP. IF THE ITEMS ARE NOT REMOVED AT THE TIME OF CONSTRUCTION AND ARE WITHIN THE PROPOSED SIDEWALK CONSTRUCTION AREA, THE MISCELLANEOUS ITEMS AND/OR VEGETATION REMOVED SHALL BE PLACED ON THE PROPERTY OWNER'S LAND OR DISPOSED OF OFF SITE AS DIRECTED BY THE PROJECT ENGINEER. FENCES SHALL BE REMOVED AND REPLACED AT THE CONTRACTOR UNIT PRICE FOR FENCES AS DIRECTED BY THE PROJECT ENGINEER. TREES MARKED TO BE TRIMMED IN THE PLANS SHALL BE DONE AT THE DIRECTION OF THE PROJECT ENGINEER. THIS WORK SHALL BE INCLUDED IN THE CLEARING AND GRUBBING PAY ITEM.
7. THE CONTRACTOR SHALL TAKE SPECIAL CARE NOT TO DAMAGE TREES AND SHRUBS UNLESS SO DIRECTED BY THE PROJECT ENGINEER.
8. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND ELEVATIONS PRIOR TO START OF WORK. THIS WORK IS TO BE CONSIDERED AN INCIDENTAL ITEM AND THE COST OF THIS ITEM IS TO BE INCLUDED IN OTHER PAY ITEMS.
9. ANY SURPLUS EXCAVATION TO INCLUDE BUT NOT LIMITED TO THE REMOVAL OF LANDSCAPING FOR SIDEWALK INSTALLATION SHALL BECOME THE PROPERTY OF THE CONTRACTOR, AND DISPOSAL SHALL BE THE CONTRACTOR'S RESPONSIBILITY AT NO ADDITIONAL COST.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SURVEYING AND CONSTRUCTION STAKING FOR THE PROJECT. ALL GRADING AND SURFACING SHALL BE IN ACCORDANCE WITH THE PLAN SHEETS AND THE CITY OF COLORADO SPRINGS STANDARD SPECIFICATIONS.

NPDES DRAINAGE WATER QUALITY NOTES

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

GENERAL CONSTRUCTION NOTES


1. PAY ITEMS LISTED IN THE BID SCHEDULE ARE THE ONLY PAY ITEMS FOR THE PROJECT. ANY OTHER ITEMS NECESSARY FOR A COMPLETE PROJECT, BUT NOT SHOWN IN THE BID SCHEDULE SHALL BE CONSIDERED AN INCIDENTAL ITEM AND ITS COST TO BE INCLUDED IN OTHER ITEMS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING ALL LABOR, MATERIAL, EQUIPMENT AND INCIDENTAL ITEMS NEEDED TO PROVIDE ADEQUATE CONSTRUCTION SIGNING, BARRICADES, TRAFFIC CONTROL DEVICES AND OTHER RELATED ITEMS FOR THE PROJECT AREA, DURING THE CONSTRUCTION PERIOD. THIS WORK SHALL BE INCLUDED IN THE TRAFFIC CONTROL PAY ITEM.
3. THE CONTRACTOR SHALL CAREFULLY REMOVE, STORE AND REINSTALL ALL CITY-OWNED SIGNS WHOSE REMOVAL IS REQUIRED BY THE CONSTRUCTION WORK IN THE PROJECT AREA. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ARRANGE FOR THE CITY TO INSPECT ALL SIGNS SCHEDULED FOR REMOVAL PRIOR TO THEIR REMOVAL. ONCE SAID SIGNS HAVE BEEN REMOVED, IT WILL BE ASSUMED THAT THEY WERE IN GOOD CONDITION AT THE TIME OF REMOVAL. ANY SIGNS DAMAGED OR LOST BY THE CONTRACTOR SHALL BE REPLACED AT NO COST TO THE CITY. MATERIALS SHALL BE APPROVED BY THE PROJECT ENGINEER. ALL POST-MOUNTED SIGNS SHALL BE RESET AT THE PROPER HEIGHT AND LOCATION (CITY TO PROVIDE LOCATION OR AS SHOWN ON THE ENCLOSED PLAN)
4. ALL SIDEWALK AND PAVED DRIVEWAY REMOVALS SHALL BE BOUNDED BY JOINTS OR SAWCUTS. SAWCUTS ARE TO BE CONSIDERED AN INCIDENTAL ITEM AND THE COST OF THIS ITEM IS TO BE INCLUDED IN OTHER PAY ITEMS.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL DRIVEWAY CLOSINGS WITH THE RESPECTIVE PROPERTY OWNERS AND TENANTS. IF PROPERTY IS RENTED, EXISTING CONCRETE DRIVES SHALL BE REPLACED PER CITY OF COLORADO SPRINGS STANDARD SPECIFICATIONS.

SUBSURFACE UTILITY ENGINEERING (SUE)

1. SUE INVESTIGATION WAS PERFORMED CLARK LAND SURVEYING INC.
2. ANY UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION. THE ENGINEER/SUE MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE ENGINEER/SUE FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. PUBLIC UTILITY LOCATE REQUEST WAS MADE UNDER TICKET NO. B135600507-00B DATED DECEMBER 22, 2021 AND TICKET NO. A136000007-00A DATED DECEMBER 26, 2021. THIS SITE WAS LOCATED BY STANDARD RF METHODS.
3. ALL SURVEYED MANHOLES, INVERTS AND CULVERTS WITH ELEVATIONS DEPICTED ARE ASCE 38-02 "QUALITY LEVEL A" UNLESS NOTED OTHERWISE.
4. SITE BENCHMARK: CHISELED "X" IN CONCRETE CURB, CP #617 FROM CLIENT PROVIDED CONTROL SHEET. ELEVATION = 6483.13' (NGVD 1929).
5. FIELD WORK FOR THIS SURVEY WAS COMPLETED ON FEBRUARY 1, 2022.
6. ALL SERVICES ARE MODELED USING RTK GPS SURVEYED LOCATIONS FROM SITE MARKINGS AS LOCATED BY CLARK LAND SURVEYING.
7. THIS PLAN HAS BEEN PREPARED FOR DESIGN ONLY. ALL SERVICES MUST BE LOCATED/POTHOLED BY THE CONTRACTOR PRIOR TO EXCAVATION OR CONSTRUCTION.
8. ALL LEVELS NOTED, REFER TO EXISTING GROUND LEVEL WHERE SURVEY WAS TAKEN. DEPTH INDICATORS NOTED DOWN TO SERVICE, REPRESENT APPROXIMATE, DEPTH TO TOP OF SERVICE, AS MARKED UP ON SITE.
9. BOUNDARIES HAVE BEEN SHOWN IN AN APPROXIMATE WAY ONLY, INFORMATION OBTAINED FROM OVERLAYS AND/OR IMAGES MAY BE USED AS A GUIDE ONLY.
10. SURVEY IS RELATIVE TO (NAD83) MODIFIED COLORADO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (0502), COMBINED SCALE FACTOR OF 1.00036105. SCALING IS BASED ON SITE BENCHMARK.
11. QUALITY LEVEL DEFINITIONS AS PER ASCE 38-02
12. THE CONTRACTOR MAY REQUEST A COPY OF THE SUE REPORT PROVIDED BY CLARK LAND SURVEYING AT ANY TIME DURING CONSTRUCTION.
13. QL-D INVOLVES UTILITY RECORDS RESEARCH AND INTERVIEWS WITH KNOWLEDGEABLE UTILITY PERSONNEL.
14. QL-C INVOLVES SURFACE SURVEY AND IDENTIFYING AND RECORDING ABOVEGROUND FEATURES OF SUBSURFACE UTILITIES, SUCH AS MANHOLES, VALVES, AND HYDRANTS.
15. QL-B INVOLVES APPLICATION OF "SURFACE GEOPHYSICAL METHODS," SUCH AS EM-BASED LOCATING INSTRUMENTS, GPR, RADAR TOPOGRAPHY, METAL DETECTORS, AND OPTICAL INSTRUMENTS, TO GATHER AND RECORD APPROXIMATE HORIZONTAL (AND, IN SOME CASES, VERTICAL) POSITIONAL DATA.
16. QL-A INVOLVES PHYSICAL EXPOSURE VIA "SOFT-DIGGING" (VACUUM EXCAVATION OR HAND-DIGGING) AND PROVIDES PRECISE HORIZONTAL AND VERTICAL POSITIONAL DATA.

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PRINT DATE: March 27, 2024
 DRAWING FILE NAME: CD_CV.DWG
 HORIZ. SCALE: N/A VERT. SCALE: N/A

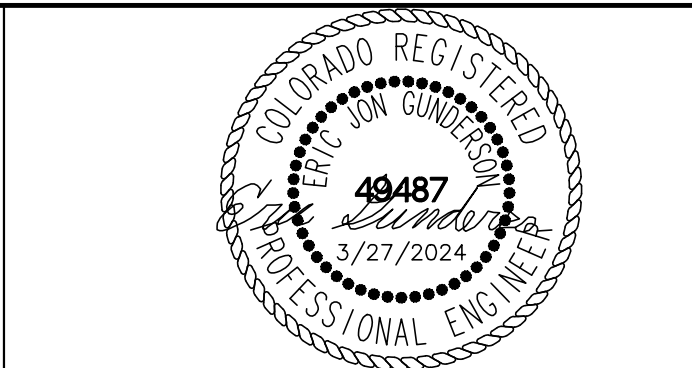


KIMLEY-HORN AND ASSOCIATES, INC.
 2 NORTH NEVADA AVE, SUITE 900
 COLORADO SPRINGS, CO 80903
 PHONE: 719-453-0180

SHEET REVISIONS		
DATE:	INITIAL:	



COLORADO SPRINGS PUBLIC WORKS
 30 SOUTH NEVADA AVE.
 COLORADO SPRINGS, COLORADO 80901
 PHONE: (719) 385-5918



2526 WEST PIKES PEAK AVE WALL STANDARD NOTES			
CHECKED BY:	EJG		
DESIGNED BY:	NMB		
SHEET SUBSET:	NOTES	SUBSET SHEET:	3 of 3

PROJECT NO./CODE	067607112
SHEET NUMBER	3

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SUMMARY OF APPROXIMATE QUANTITIES - 2526 WEST PIKES PEAK AVE WALL					
BASE BID					
CONTRACT ITEM NO.	CONTRACT ITEM	UNIT	QUANTITY	PROJECTS TOTALS	
				PLAN	AS CONSTRUCTED
100-00000	MOBILIZATION	LS	1		
100-10000	CLEARING AND GRUBBING	LS	1		
100-20001	TEMPORARY TRAFFIC CONTROL	LS	1		
202-00000	UNCLASSIFIED EXCAVATION	CY	400		
203-00000	EMBANKMENT MATERIAL	CY	200		
220-00010	REMOVAL OF TREE	EA	5		
220-00014	REMOVAL OF RETAINING WALL	LF	267		
220-00027	REMOVAL OF RIPRAP	CY	19		
220-00203	REMOVAL OF CURB AND GUTTER	LF	33		
220-00220	REMOVAL OF ASPHALT MAT	SY	5		
220-16000	REMOVAL OF TIMBER SLOPE STABILIZER	SF	500		
240-00810	RESET SIGN POST	EA	2		
240-00821	RESET SIGN PANEL	EA	3		
300-06005	AGGREGATE BASE COURSE (CDOT CLASS 6)	CY	43		
400-70001	ASPHALT CONCRETE PAVEMENT (PATCHING)	SY	5		
500-02001	CONCRETE CROSS PAN	SY	85		
500-52000	CURB AND GUTTER TYPE 2 (CATCH)	LF	27		
554-03401	SOLDIER PILE RETAINING WALL	SF	1467		
554-03402	FREESTANDING RETAINING WALL	SF	85		
624-00060	RIPRAP (TYPE VL, 6-INCH)	CY	4		
624-01060	GROUTED RIPRAP (TYPE VL, 6-INCH)	CY	15		
814-20200	STEEL SIGNPOST (2 INCH SQUARE PUNCHED)	EA	1		
825-00000	CONSTRUCTION SURVEYING	LS	1		
990-70010	F/A MINOR CONTRAC REVISIONS	FA			
990-70130	F/A REPAIR	FA			

PRINT DATE: March 27, 2024

DRAWING FILE NAME: CD_SAQ.DWG

HORIZ. SCALE: N/A VERT. SCALE: N/A

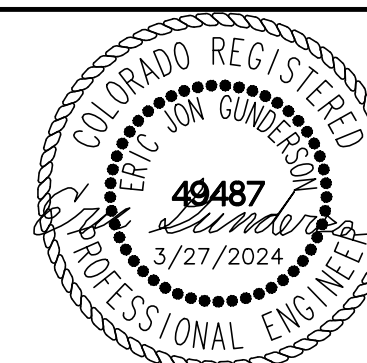


KIMLEY-HORN AND ASSOCIATES, INC.
 2 NORTH NEVADA AVE, SUITE 900
 COLORADO SPRINGS, CO 80903
 PHONE: 719-453-0180

- (R-X)
- (R-X)
- (R-X)
- (R-X)

SHEET REVISIONS

DATE:	INITIAL:



2526 WEST PIKES PEAK AVE WALL
 SUMMARY OF APPROXIMATE QUANTITIES

CHECKED BY:	EJG
DESIGNED BY:	NMB
SHEET SUBSET:	SAQ
SUBSET SHEET:	1 of 1

PROJECT NO./CODE	067607112
SHEET NUMBER	4

PK: \\C:\Users\jg\OneDrive\Documents\Projects\2526 West Pike Peak Ave\CADD\PlanSheets\CD_SUE.dwg - Gunderson, Eric 3/27/2024 10:46 AM
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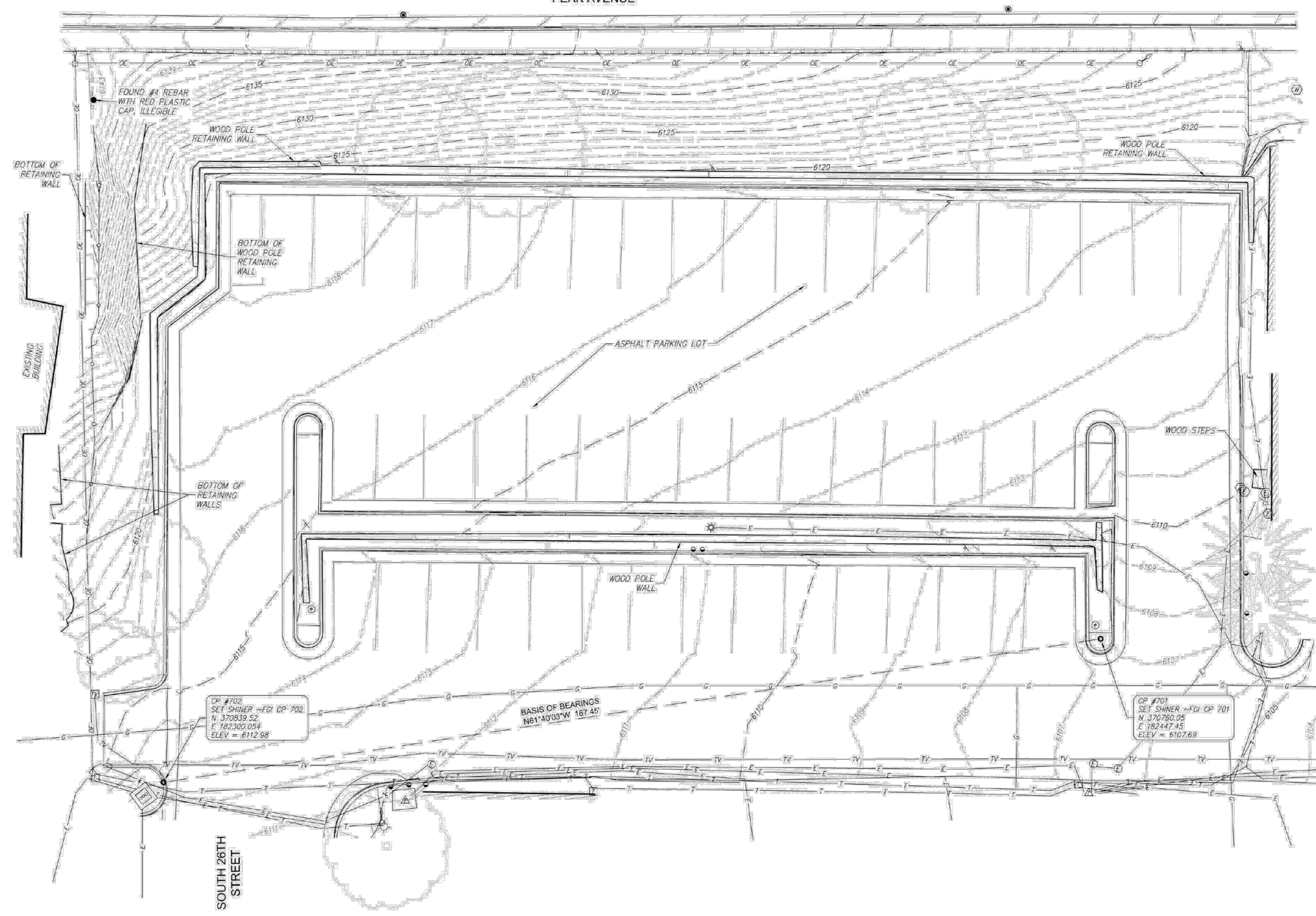
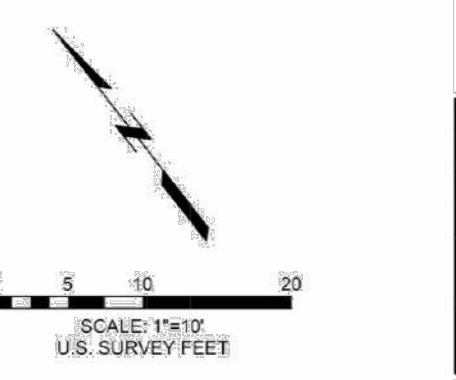
**NW 1/4 SECTION 11,
 TOWNSHIP 14 SOUTH RANGE 67 WEST
 OF THE 6TH PRINCIPAL MERIDIAN**

**WEST PIKES
 PEAK AVENUE**

- GENERAL NOTES**
- THE FIELD SURVEY WAS COMPLETED IN OCTOBER OF 2022. FARNSWORTH GROUP AND THE SURVEYOR OF RECORD ARE NOT RESPONSIBLE FOR NOT LOCATING FEATURES WHICH WERE NOT VISIBLE OR ADDED OR REMOVED AFTER OCTOBER OF 2022.
 - THIS TOPOGRAPHIC SURVEY IS NOT A MONUMENTED LAND SURVEY. LAND SURVEY PLAT OR IMPROVEMENT SURVEY PLAT AND IS SUBJECT TO ANY INACCURACIES THAT A SUBSEQUENT BOUNDARY SURVEY MAY DISCLOSE.
 - BASIS OF BEARING: BEARINGS USED IN THE CALCULATIONS OF COORDINATES ARE BASED ON A PROJECT GRID BEARING OF NORTH 61°40'03" WEST FROM CONTROL MONUMENT 701 TO 702. BOTH MONUMENTS ARE PK NAILS AND SHINERS SET IN CURBS.
 - BASIS OF ELEVATIONS: PROJECT ELEVATIONS ARE BASED ON BENCH MARK R 292 1951, PID JK0267, A SECOND ORDER BENCHMARK, MONUMENTED WITH A STANDARD BENCH MARK DISK SET IN A 4X6" GRANITE BOULDER, WITH A NAVD 83 ELEVATION OF 6215.54 FT. THE GPS DATA ON THIS PROJECT USED GEOD 18 INFORMATION.
 - THE CONTROL FOR THIS PROJECT WAS DEVELOPED USING ESTABLISHED CONTROL POINTS SET ALONG US HIGHWAY 24 DURING A PREVIOUS SURVEY.
 - COORDINATE DATUM: PROJECT COORDINATES ARE MODIFIED COLORADO STATE PLANE CENTRAL ZONE NAD 83 (2011) COORDINATES THE RECIPROCAL OF THE COMBINED SCALE FACTOR ((1/(GRID SF * HEIGHT SF))) USED TO MODIFY THE COORDINATES FROM STATE PLANE TO PROJECT COORDINATES IS 1/0.99946662 = 1.0005345669. THE RESULTING PROJECT COORDINATES ARE TRUNCATED BY 1,000,000FT IN THE NORTHING AND 3,000,000FT IN EASTING AFTER CONVERTING FROM STATE PLANE COORDINATES TO PROJECT COORDINATES.
 PROJECT COORDINATES NORTHING US SURVEY FEET = (STATE PLANE COORDINATE NORTHING * 1.0005345669 - 1,000,000)
 PROJECT COORDINATES EASTING US SURVEY FEET = (STATE PLANE COORDINATE EASTING * 1.0005345669 - 1,000,000)
 - IT IS THE RESPONSIBILITY OF DESIGN PROFESSIONALS TO FIELD VERIFY UTILITY INFORMATION THAT COULD BE CRITICAL TO DESIGN EFFORTS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE SIZE, MATERIAL, LOCATION AND ELEVATION OF ALL UTILITIES PRIOR TO COMMENCEMENT OF CONSTRUCTION.
 - NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
 - ACCORDING TO THE COLORADO STATE BOARD OF LICENSURE FOR ARCHITECTS, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS RULE 8.22, THE SURVEYOR'S CERTIFICATION IS:
 - BASED UPON THE PROFESSIONAL LAND SURVEYOR'S KNOWLEDGE, INFORMATION AND BELIEF.
 - IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, AND
 - NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

LEGEND

	SIGN
	PARKING LOT LIGHT
	TRANSFORMER
	ELECTRIC MANHOLE
	TRAFFIC HANDHOLE
	UTILITY POLE
	STREET LIGHT
	WATER METER
	CONIFEROUS TREE
	DECIDUOUS TREE
	BOLLARD
	ELECTRIC METER
	TELEPHONE PEDESTAL
	TV PEDESTAL
	BORE HOLE
	SANITARY MANHOLE COVER
	TRASH CAN
	CHAIN LINK FENCE
	GUARDRAIL
	OVERHEAD ELECTRIC
	ELECTRIC LINE
	GAS LINE
	TV LINE
	TELEPHONE LINE
	WATER LINE
	MAJOR CONTOUR LINE
	MINOR CONTOUR LINE



PROJECT CONTROL				
Point Name	Northing (US survey foot)	Eastng (US survey foot)	Elevation (US survey foot)	Feature Code
701	370760.05	182447.45	6107.69	SET NAIL & SHINER FGI CP 701
702	370839.52	182300.05	6112.98	SET NAIL & SHINER FGI CP 702
3014A	371434.75	180179.98	6101.20	3.25in alum cap stamped M.P. 301.4, 3014A on US 24 near 31st ST.
3022A	368296.80	183156.32	6050.67	3.25in alum cap stamped M.P. 302.2, 3022A on US 24, west of 21st St.

Geodetic Point List										
Point Name	Latitude	Longitude	Ellipsoid Height (US survey foot)	Projection Scale Factor	Height Scale Factor	Meridian convergenc e angle	State Plane Northing	State Plane Easting	Elevation (US survey ft)	Description
3014A	N38°51'00.64570"	W104°52'16.54716"	6,047.15	1.0002988795	0.9997108922	0°23'47.5"	1,370,950.18	3,179,056.33	6,101.20	3.25in alum cap stamped M.P. 301.4, 3014A on US 24 near 31st ST.
3022A	N38°50'29.43405"	W104°51'39.21678"	5,996.24	1.0002995496	0.9997133249	0°24'11.1"	1,367,813.33	3,182,031.61	6,050.67	3.25in alum cap stamped M.P. 302.2, 3022A on US 24, west of 21st St.

**Farnsworth
 GROUP**
 5775 MARK DABLING BLVD., SUITE 190
 COLORADO SPRINGS, COLORADO 80919
 (719) 590-9194 info@f-w.com

www.f-w.com
 Engineers | Architects | Surveyors | Scientists



NOT FOR CONSTRUCTION
 11/21/2122

**COLORADO SPRINGS
 PARKING LOT AT
 26TH STREET AND
 COLORADO AVENUE**

DATE: 11/28/2022
 DESIGNED:
 DRAWN: SWS
 REVIEWED: LAW
 FIELD BOOK NO.:

**COLORADO SPRINGS
 PARKING LOT SUE AT
 26TH STREET AND
 COLORADO AVENUE**

SHEET NUMBER:
1
 OF 1
 PROJECT NO.: 0221659.00

PRINT DATE: March 27, 2024
 DRAWING FILE NAME: CD_SUE.DWG
 HORIZ. SCALE: N/A
 VERT. SCALE: N/A

KIMLEY-HORN AND ASSOCIATES, INC.
 2 NORTH NEVADA AVE., SUITE 900
 COLORADO SPRINGS, CO 80903
 PHONE: 719-453-0180

SHEET REVISIONS	
DATE:	INITIAL:
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(R-X)	
(R-X)	

COLORADO SPRINGS
 OLYMPIC CITY USA

COLORADO SPRINGS PUBLIC WORKS
 30 SOUTH NEVADA AVE.
 COLORADO SPRINGS, COLORADO 80901
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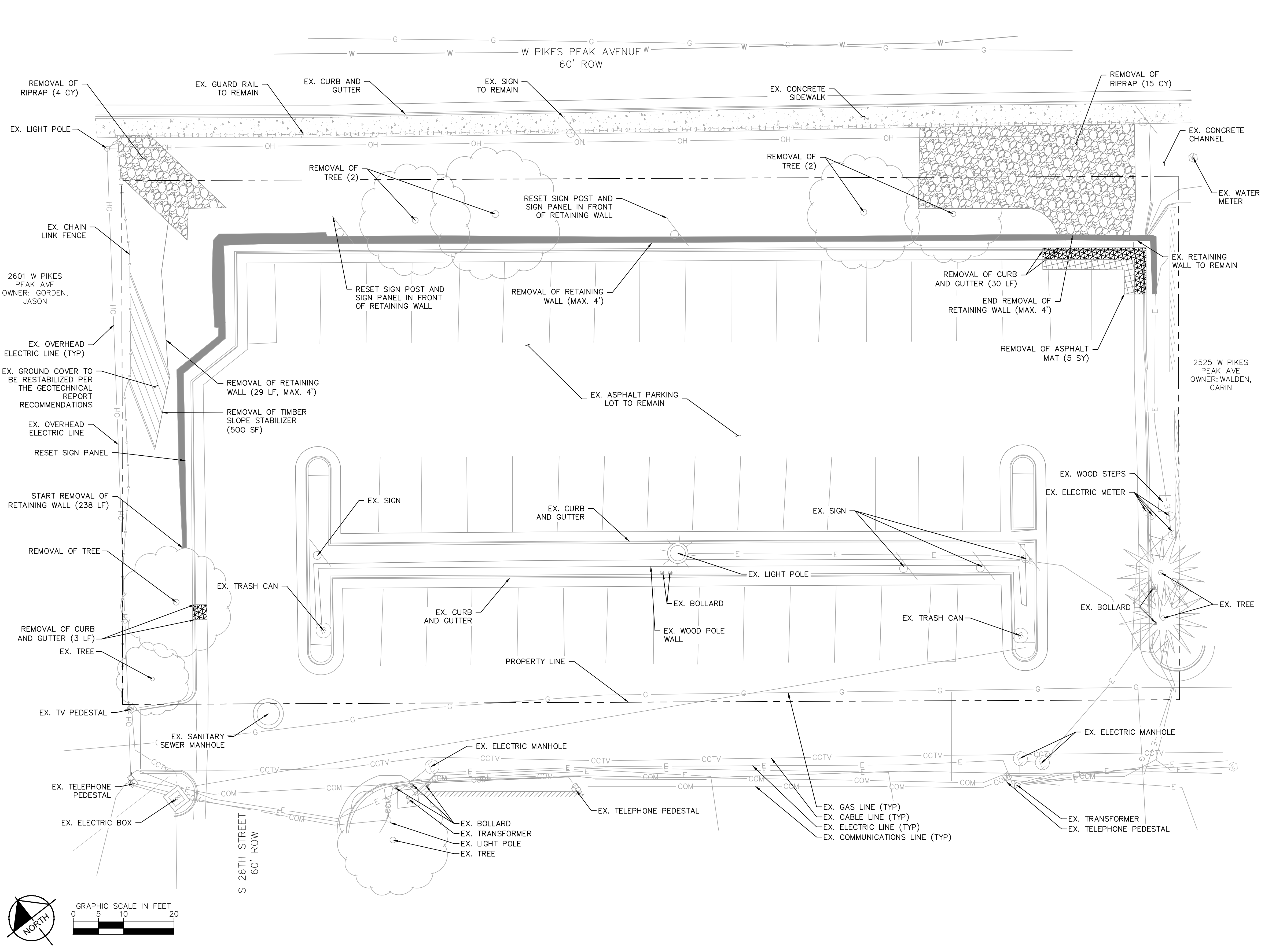


2526 WEST PIKES PEAK AVE WALL
 SURVEY CONTROL

CHECKED BY: EJG
 DESIGNED BY: NMB
 SHEET SUBSET: SURVEY CONTROL
 SUBSET SHEET: 1 of 1

PROJECT NO./CODE
 067607112
 SHEET NUMBER 5

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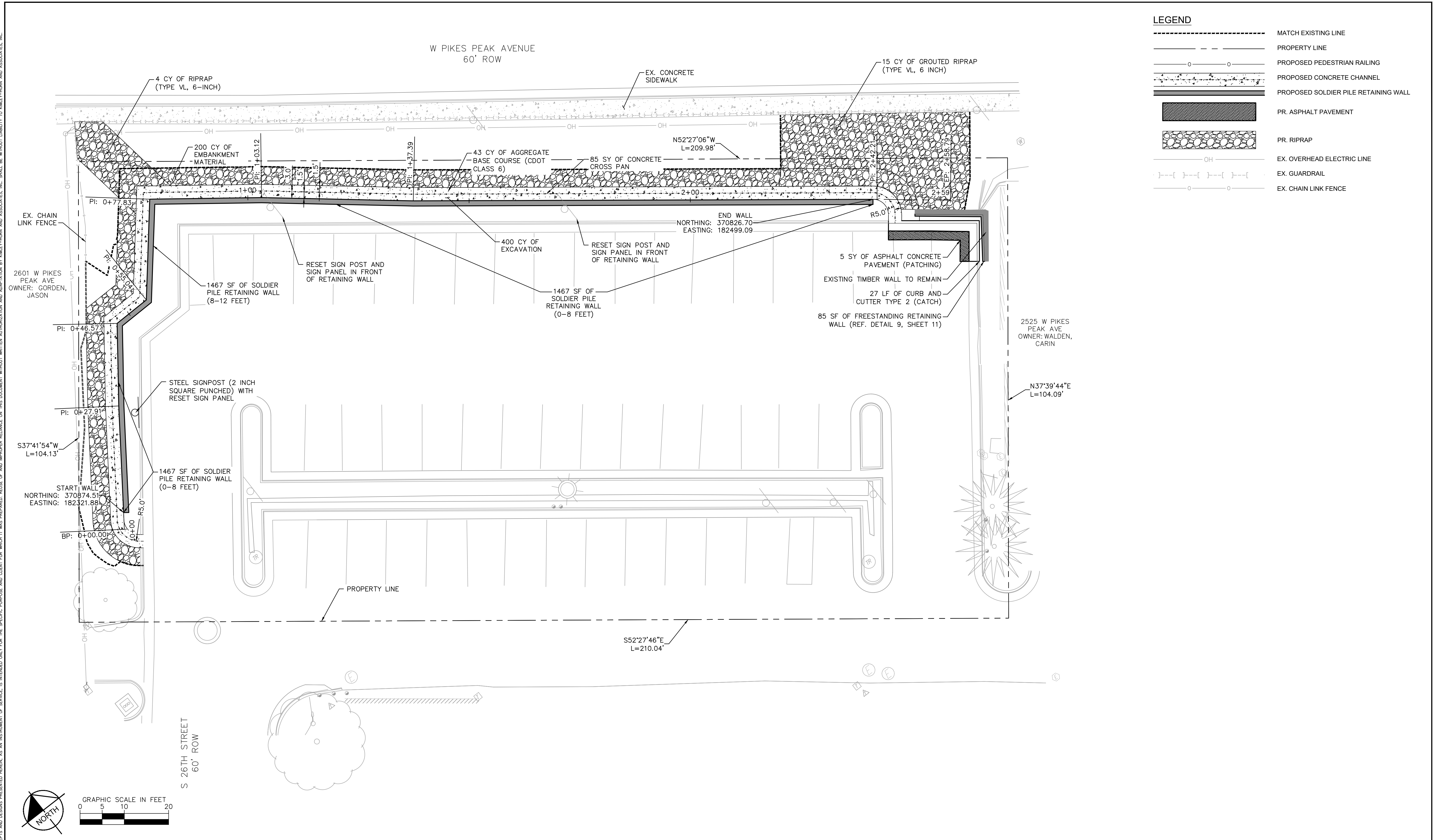
LEGEND

	EX. ASPHALT TO BE REMOVED
	EX. CURB AND GUTTER TO BE REMOVED
	EX. RIPRAP TO BE REMOVED
	EX. CONCRETE SIDEWALK
	PROPERTY LINE
	TELEPHONE LINE
	CABLE LINE
	COMMUNICATIONS LINE
	GAS LINE
	OVERHEAD ELECTRIC LINE
	ELECTRIC LINE
	WATER LINE
	CHAIN LINK FENCE

NOTES
 1. ALL UTILITIES ARE TO REMAIN AND BE PROTECTED IN PLACE UNLESS OTHERWISE NOTED.

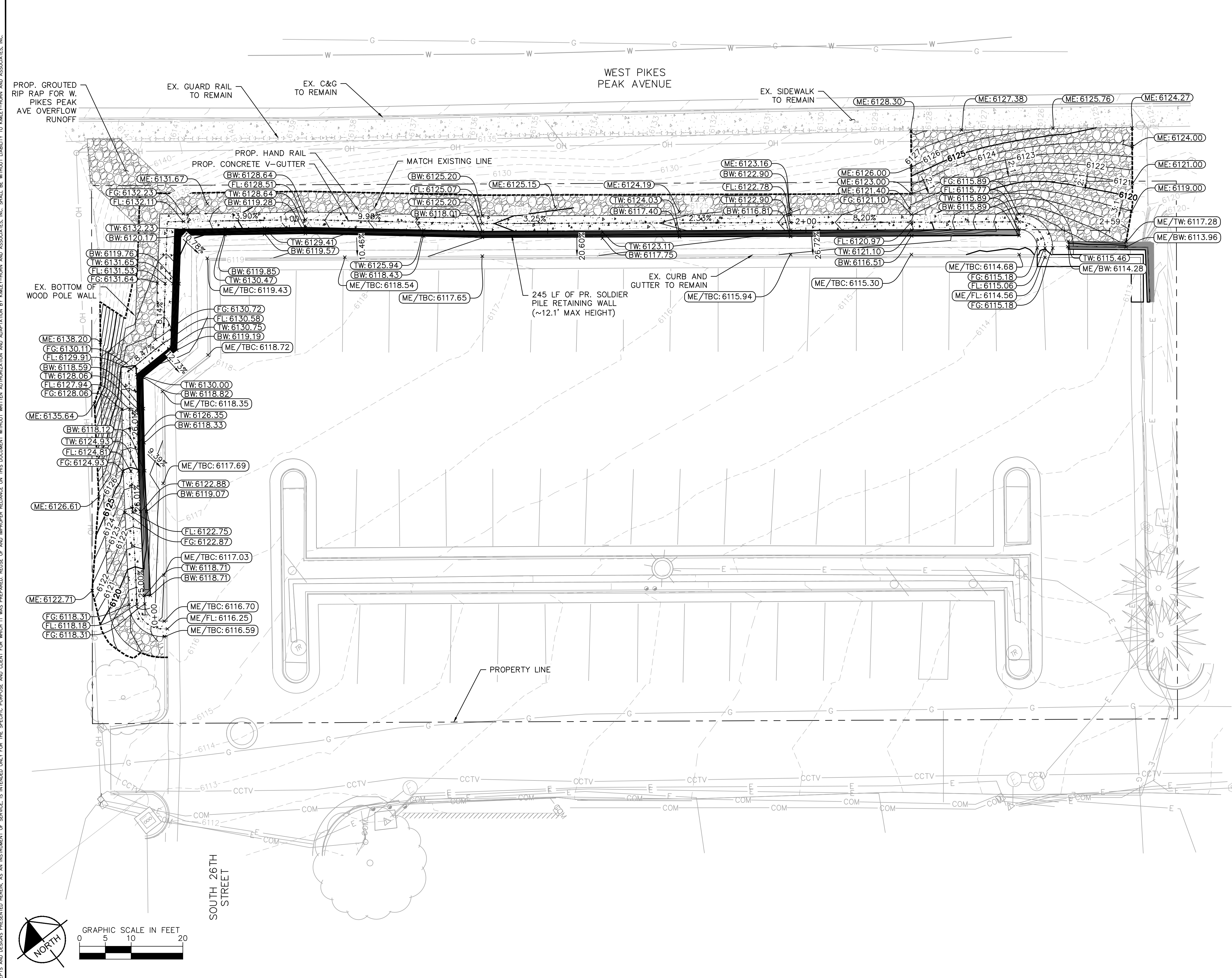
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 KIMLEY-HORN AND ASSOCIATES, INC. 2 NORTH NEVADA AVE, SUITE 900 COLORADO SPRINGS, CO 80903 PHONE: 719-453-0180						CHECKED BY: EJC DESIGNED BY: NMB SHEET SUBSET: DEMOLITION SUBSET SHEET: 1 of 1		SHEET NUMBER 6	

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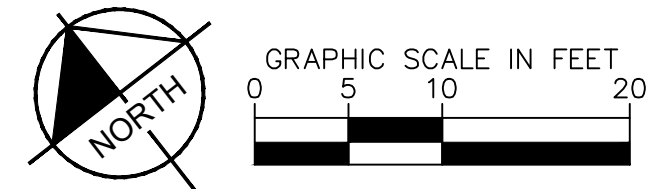
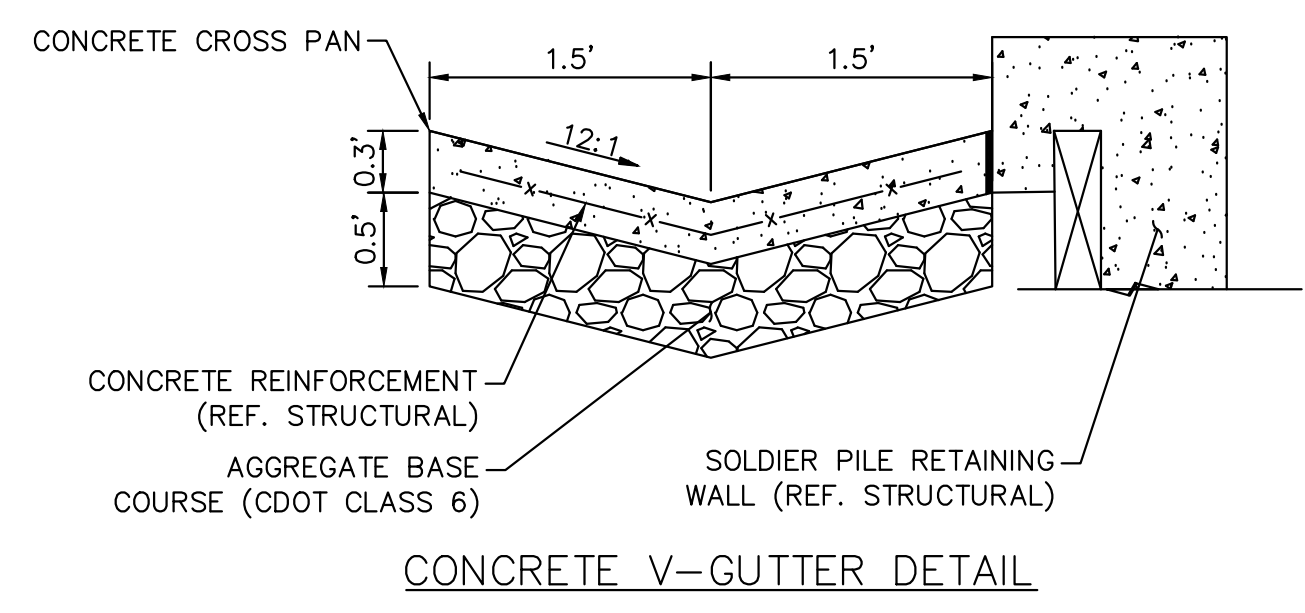
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		KIMLEY-HORN AND ASSOCIATES, INC. 2 NORTH NEVADA AVE, SUITE 900 COLORADO SPRINGS, CO 80903 PHONE: 719-453-0180				DESIGNED BY: NMB		
						SHEET SUBSET: GEO. LAYOUT SUBSET SHEET: 1 of 1		

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LEGEND

---	6125	EXISTING MAJOR CONTOUR
---	6124	EXISTING MINOR CONTOUR
---	6125	PROPOSED MAJOR CONTOUR
---	6124	PROPOSED MINOR CONTOUR
---		MATCH EXISTING LINE
---		PROPERTY LINE
---		PROPOSED SAFETY RAILING
---		PROPOSED CONCRETE CHANNEL
---		PROPOSED SOLDIER PILE RETAINING WALL
---		TELEPHONE LINE
---		CABLE LINE
---		COMMUNICATIONS LINE
---		GAS LINE
---		OVERHEAD ELECTRIC LINE
---		ELECTRIC LINE
---		GUARDRAIL
---		WATER LINE
---		CHAIN LINK FENCE



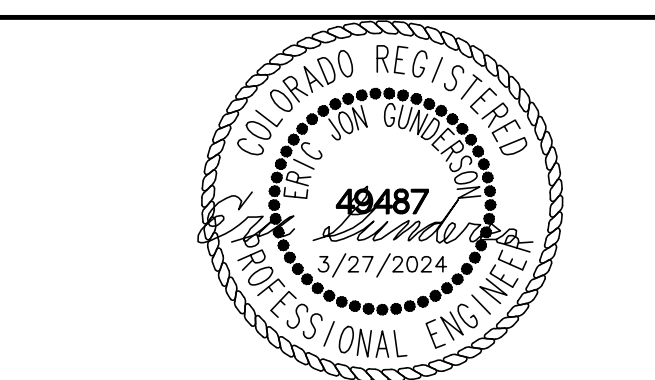
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Kimley Horn
 KIMLEY-HORN AND ASSOCIATES, INC.
 2 NORTH NEVADA AVE, SUITE 900
 COLORADO SPRINGS, CO 80903
 PHONE: 719-453-0180

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 OLYMPIC CITY USA

COLORADO SPRINGS PUBLIC WORKS
 30 SOUTH NEVADA AVE.
 COLORADO SPRINGS, COLORADO 80901
 PHONE: (719) 385-5918



2526 WEST PIKES PEAK AVE WALL
 GRADING PLAN

CHECKED BY:	EJG
DESIGNED BY:	NMB
SHEET SUBSET: GEO. LAYOUT	SUBSET SHEET: 1 of 1

PROJECT NO./CODE	067607112
SHEET NUMBER	8

S:\SCL-Structure\067607112_Pikes Peak Parking Lot_Wall_2_CADD\1_PlanSheets\26TH PARKING West_Pikes Peak_Ave_STR.dwg -Lampson, Josh -10/12/2023 5:33 PM -THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGN PRESENTED HEREIN, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC.

1.00 DESIGN LOADS AND CRITERIA

- 1.01 BUILDING CODE: PIKES PEAK REGIONAL BUILDING CODE 2023 (2023 PPRBC) AND AASHTO LRFD EIGHTH EDITION, 2017
- 1.03 DESIGN LOADS
 - A. DEAD LOAD: SELF WEIGHT OF MEMBERS
 - B. SOLDIER PILE WALL DESIGN DATA: PARAMETERS BASED ON THE GEOTECHNICAL REPORT PRODUCED BY GRANITE ENGINEERING GROUP, GEOTECHNICAL ENGINEERING REPORT FOR RETAINING STRUCTURE WALL REPAIR GEG PROJECT NUMBER 222-087, DATED FEBRUARY 10, 2023, AND UPDATED RECOMMENDATIONS PROVIDED BY GEG EMAIL.
 - IN-SITU ASSUMED MATERIAL PARAMETERS FOR SILTY-SAND SOILS ABOVE ELEVATION 6131 FT

UNIT WEIGHT	=	120 PCF
FRICTION ANGLE	=	30 DEGREES
COHESION	=	0
PASSIVE EARTH PRESSURE COEFFICIENT	=	3
ACTIVE EARTH PRESSURE	=	71 PCF
 - IN-SITU ASSUMED MATERIAL PARAMETERS FOR CLAYSTONE AND SHADE SOILS BELOW ELEVATION 6131 FT:

UNIT WEIGHT	=	125 PCF
FRICTION ANGLE	=	22 DEGREES
COHESION	=	4000
PASSIVE EARTH PRESSURE COEFFICIENT	=	2.2
 - C. EARTHQUAKE DESIGN DATA: PARAMETERS BASED ON THE GEOTECHNICAL REPORT PRODUCED BY GRANITE ENGINEERING GROUP, GEOTECHNICAL ENGINEERING REPORT FOR RETAINING STRUCTURE WALL REPAIR GEG PROJECT NUMBER 222-087, DATED FEBRUARY 10, 2023.

IMPORTANCE FACTOR, Ie	1.0
SITE CLASS	D
SPECTRAL RESPONSE ACCELERATION S _s	0.186G
SPECTRAL RESPONSE ACCELERATION S ₁	0.062G
SPECTRAL RESPONSE COEFFICIENTS SD _s	0.199G
SPECTRAL RESPONSE COEFFICIENTS SD ₁	0.099G
SEISMIC DESIGN CATEGORY	B

2.00 DIMENSIONS

- 2.01 BEFORE STARTING WORK, THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS ON THE SITE, AND REPORT ANY DISCREPANCIES IMMEDIATELY TO THE ENGINEER.
- 2.02 THE CONTRACTOR, BEFORE STARTING ANY WORK, SHALL CHECK ALL DIMENSIONS GIVEN ON THE STRUCTURAL DRAWINGS, RELATING TO GRID LINES, COLUMN AND WALL LOCATIONS, STRUCTURAL AND FINISHED FLOOR ELEVATIONS, MEMBER SIZES, ETC., WITH THE ARCHITECTURAL, TRAFFIC, AND CIVIL DRAWINGS. IF ANY DISCREPANCY IS NOTICED, IT SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ARCHITECT AND THE ENGINEER, AND WORK SHALL NOT COMMENCE UNTIL INSTRUCTIONS ARE RECEIVED FROM THE ENGINEER.
- 2.03 THE CONTRACTOR SHALL REFER TO THE ENGINEER FOR INSTRUCTIONS FOR ANY DIMENSION NOT GIVEN OR OBTAINABLE FROM THE DRAWINGS. THE CONTRACTOR SHALL NOT USE SCALE TO OBTAIN OR VERIFY ANY DIMENSION SHOWN ON THESE DRAWINGS.

3.00 DOCUMENTS AND LIMITATIONS

- 3.01 THIS STRUCTURAL DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, ARE INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC.
- 3.02 IT IS UNDERSTOOD THAT THE STRUCTURAL ENGINEER OF RECORD MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, AS TO FINDINGS, DESIGNS, RECOMMENDATIONS, SPECIFICATIONS, OPINION, OR PROFESSIONAL ADVICE, EXCEPT THAT THESE INSTRUMENTS OF SERVICE HAVE BEEN PREPARED IN ACCORDANCE WITH THE CURRENT GENERALLY ACCEPTED PROFESSIONAL ENGINEERING PRACTICES.
- 3.03 ALL NON-STRUCTURAL ELEMENTS INDICATED ON THE STRUCTURAL DRAWINGS HAVE BEEN SHOWN IN GENERAL RELATIONSHIP TO THE STRUCTURAL ELEMENTS. ACCORDINGLY, THEY SHALL NOT BE ASSUMED TO BE ACCURATE AND REFERENCE MUST BE MADE TO THE APPROPRIATE CONSULTANT(S) PLANS AND SPECIFICATIONS.
- 3.04 EXISTING CONSTRUCTION AND GRIDLINES MAY BE SHOWN FOR REFERENCE. THIS INFORMATION WAS TAKEN FROM RECORD DOCUMENTS PROVIDED BY THE OWNER. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO FIELD-VERIFY THE EXISTING MEMBER SIZES, ELEVATIONS AND DIMENSIONS PRIOR TO BEGINNING WORK IN A GIVEN AREA.

4.00 CONSTRUCTION SAFETY

- 4.01 IT IS UNDERSTOOD THAT THE CONTRACTOR IS SOLELY RESPONSIBLE FOR INITIATING, MAINTAINING, AND SUPERVISING ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK ON THE PROJECT. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS FOR THE SAFETY OF THE PERSONS AND PROTECT THEM AGAINST INJURY. LIKEWISE, THE CONTRACTOR SHALL PROTECT ALL PROPERTY AGAINST DAMAGE AND LOSS.
- 4.02 THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE LAWS, ORDINANCES, RULES, REGULATIONS, AND ORDERS OF ANY PUBLIC BODY HAVING JURISDICTION FOR THE SAFETY OF PERSONS AND PROPERTY.
- 4.03 THE CONTRACTOR'S DUTIES AND RESPONSIBILITIES FOR THE SAFETY AND PROTECTION OF THE WORK SHALL CONTINUE UNTIL SUCH TIME AS THE WORK IS SATISFACTORILY COMPLETED, AND THE ENGINEER HAS ISSUED A NOTICE TO THAT EFFECT TO THE OWNER AND THE CONTRACTOR.
- 4.04 ALL STRUCTURAL MEMBERS SHOWN HEREIN HAVE BEEN DESIGNED FOR THE FINAL DESIGN LOADS PROVIDED IN THIS DOCUMENT IN THE FINAL ERECTED CONDITION SHOWN HEREIN. THE CONTRACTOR IS RESPONSIBLE FOR CONDITIONS ENCOUNTERED DURING ERECTION AND HANDLING, AND NECESSARY TEMPORARY BRACING AND SHORING. SHORING AND BRACING SHALL BE DESIGNED TO PRECLUDE ANY STRUCTURAL ELEMENT FROM BEING OVERSTRESSED AT ANY POINT DURING CONSTRUCTION. SHORING SHALL BE DESIGNED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF UTAH AND DRAWINGS SHALL BE SIGNED AND SEALED.

5.00 SHOP DRAWINGS

- 5.01 REVIEW OF SHOP DRAWINGS BY THE ENGINEER IS LIMITED TO COMPLIANCE OF THE COMPLETED STRUCTURE WITH THE DESIGN CONCEPT AND INFORMATION GIVEN IN THE CONTRACT DOCUMENTS. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR DIMENSIONS, QUANTITIES, PERFORMANCE, SAFETY, COORDINATION WITH OTHER WORK, AND ALL OTHER REQUIREMENTS OF THE CONTRACT DOCUMENTS. REVIEW DOES NOT AUTHORIZE CHANGES TO CONTRACT.
- 5.02 THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO THE ENGINEER FOR HIS REVIEW IN ACCORDANCE WITH A SCHEDULE OF SUBMITTALS ACCEPTABLE TO THE ENGINEER. THESE SHOP DRAWINGS SHALL HAVE BEEN CHECKED BY AND STAMPED WITH THE APPROVAL OF THE CONTRACTOR, AND IDENTIFIED AS THE ENGINEER MAY REQUIRE.
- 5.03 MANUFACTURER SHALL PROVIDE DESIGN / MATERIALS AND INSTALLATION OF ALL NECESSARY BLOCKING, BRACING, AND CONNECTION MATERIALS TO COMPLETE THE INSTALLATION.

6.00 CONCRETE MATERIAL PROPERTIES

- 6.01 READY-MIX CONCRETE WORK SHALL CONFORM TO ASTM C94
- 6.02 STRUCTURAL CONCRETE MATERIALS SHALL CONFORM TO THE FOLLOWING:
 - A. TYPE 1/II OR 1L CEMENT - ASTM C150 OR ASTM C595
 - B. AGGREGATES (¾" MAX.) - ASTM C33
 - C. AIR ENTRAINING (6% ±1.5% AT SOG, 2% ± 1% UNO)
 - D. WATER REDUCING - ASTM C494
 - E. FLY ASH (MAX 25% BY WEIGHT), TYPE F - ASTM C618
 - F. WATER - CLEAN AND POTABLE
 - G. GROUT SHALL BE NON-SHRINK, NON-METALLIC
 - H. USE OF CALCIUM CHLORIDE IS NOT PERMITTED
- 6.03 STRUCTURAL CONCRETE MIX SHALL CONFORM TO THE FOLLOWING:
 - A. CONCRETE MIXES AND EXPOSURE CLASS ACCORDING TO ACI 318:

CONCRETE:	F'c PSI	CLASS	MAX WATER-TO-CEMENT RATIO
DRILLED PIERS	4,000	F0	N/A
CONCRETE FACING AND FREESTANDING WALL	4,500	F2	0.45
- 6.04 REQUIRED SLUMP: 4" ± 1" (BEFORE ADDITION OF SUPERPLASTICIZER)
- 6.05 ALL CONCRETE MATERIALS, PLACING AND HANDLING SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF ACI 318 AND ACI 301. CONCRETE WORK SHALL CONFORM TO THE CURRENT VERSION OF ACI 318.
- 6.06 SUBMITTALS:
 - A. MIX DESIGNS FOR EACH TYPE OF CONCRETE SPECIFIED SHALL BE SUBMITTED FOR APPROVAL.
 - B. PRODUCT DATA AND MATERIAL CERTIFICATES.

7.00 CAST IN PLACE CONCRETE

- 7.01 ALL CONCRETE SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH IBC CHAPTER 19 & ACI-318, LATEST CODE ADOPTED EDITION.
- 7.02 ALL REINFORCING SHALL BE DETAILED, FABRICATED & PLACED IN ACCORDANCE WITH CRSI 'MANUAL OF STANDARD PRACTICE', LATEST EDITION.
- 7.03 ALL CAST IN PLACE CONCRETE AND POST INSTALLED ANCHORS SHALL BE DESIGNED IN ACCORDANCE WITH APPENDIX D OF ACI 318 AS MODIFIED BY THE APPLICABLE BUILDING CODE.
- 7.04 SPACING OF CONSTRUCTION OR CONTROL JOINTS IN WALLS EXPOSED TO VIEW SHALL NOT EXCEED 40 FEET UNLESS SPECIFICALLY NOTED OTHERWISE ON THE DRAWINGS. CUT HALF OF THE HORIZONTAL REINFORCING AT CONTROL JOINTS.
- 7.05 SLEEVES EMBEDDED IN SLABS AND WALLS SHALL BE LOCATED CLEAR BETWEEN REINFORCING BARS AND SHALL MAINTAIN CLEAR SPACING EQUAL TO THE DIAMETER OF THE LARGEST SLEEVE IN ANY DIRECTION. SLEEVE GROUPS THAT DO NOT COMPLY WITH THE ABOVE REQUIREMENTS SHALL BE CONSIDERED AS AN OPENING AND REINFORCED PER NOT BELOW.
- 7.06 UNLESS NOTED OTHERWISE ON THE DRAWINGS: PROVIDE EXTRA REINFORCING ON ALL SIDES OF ALL MISCELLANEOUS WALL AND SLAB OPENINGS EQUAL TO ONE HALF THE INTERRUPTED REINFORCING BARS EACH SIDE BUT NOT LESS THAN 2 - #5 FOR EACH LAYER OF REINFORCEMENT. EXTEND BARS CLASS 'B' LAP LENGTH BUT NOT LESS THAN 2 FEET BEYOND EDGE OF OPENINGS. PROVIDE 2 - #5x4'-0" DIAGONAL BARS AT EACH CORNER FOR EACH LAYER OF REINFORCEMENT.
- 7.07 IN CAST-IN-PLACE CONCRETE WORK, NO OPENINGS SHALL BE PERMITTED IN SLABS WITHIN A DISTANCE OF EIGHT INCHES FROM THE FACE OF A COLUMN OR EDGE OF SLAB. OPENINGS BETWEEN EIGHT TO TWENTY FOUR INCHES FROM THE FACE OF THE COLUMN OR EDGE OF SLAB SHALL NOT GENERALLY BE PERMITTED EXCEPT WITH THE SPECIFIC APPROVAL OF THE ENGINEER. OPENINGS LOCATED GREATER THAN TWO FEET FROM THE FACE OF THE COLUMN OR EDGE OF SLAB ARE GENERALLY PERMITTED, SUBJECT TO APPROVAL OF THE ENGINEER.

7.00 CAST IN PLACE CONCRETE (CONT)

- 7.08 NO DRILLING THROUGH WALLS SHALL BE CARRIED OUT EXCEPT WITH THE SPECIFIC APPROVAL OF THE ENGINEER. SUCH APPROVAL, IF GRANTED, SHALL BE ON A CASE BY CASE BASIS. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING REINF LAYOUT USING NDT PRIOR TO DRILLING INTO CAST CONCRETE.
- 7.09 DETAILING OF REBAR SHALL BE IN ACCORDANCE WITH THE LATEST REVISION OF THE ACI DETAILING MANUAL, AND CONCRETE REINFORCING INSTITUTE'S LATEST EDITION OF "MANUAL OF STANDARD PRACTICE". ALL SHOP DRAWINGS PERTAINING TO REBAR DETAILS SHALL BE SUBMITTED TO THE ENGINEER FOR HIS / HER REVIEW. CONCRETE MIX DESIGN FOR ALL CONCRETE WORK IS REQUIRED TO BE SUBMITTED TO THE ENGINEER FOR REVIEW.
- 7.10 CONCRETE SUPPLIER SHALL HAVE A QUALITY CONTROL PROCEDURE FOR THE PRODUCTION OF ALL CONCRETE, WHICH MUST BE ACCEPTABLE TO THE ENGINEER AND MEETS CURRENT ACI STANDARDS.
- 7.11 CONSTRUCTION JOINTS SHALL BE AS APPROVED BY THE STRUCTURAL ENGINEER AND THE ARCHITECT.
- 7.12 EMBEDDED ITEMS THAT WILL SUPPORT STRUCTURAL STEEL CONSTRUCTION SHALL BE PLACED WITHIN THE TOLERANCES PRESCRIBED IN THE LATEST EDITION OF THE AISC "CODE OF STANDARD PRACTICE". GENERAL CONTRACTOR SHALL FIELD VERIFY LOCATION OF EMBEDDED ITEM PRIOR TO FABRICATION AND DELIVERY OF STRUCTURAL STEEL TO THE PROJECT SITE. SHOP DRAWINGS FOR CAST-IN-PLACE CONCRETE SHALL INCLUDE LOCATIONS AND COORDINATION OF ALL EMBEDS.
- 7.13 LAP SPLICES ARE ALL CLASS B TENSION LAP SPLICES, UNO.
- 7.14 PROVIDE A ¾" CHAMFER ON ALL EXPOSED CORNERS OF CONCRETE.
- 7.15 PROVIDE ISOLATION JOINTS AROUND WALLS AT SLAB ON GRADE AREAS.
- 7.16 THE FOLLOWING MINIMUM CONCRETE COVER SHALL BE PROVIDED FOR REINFORCEMENT:
 - A. CONCRETE CAST AGAINST & PERMANENTLY EXPOSED TO EARTH 3"
 - B. CONCRETE EXPOSED TO EARTH OR WEATHER:

#6 THRU #18 BARS	2"
#5 & SMALLER BARS	1 ½"
 - C. CONCRETE NOT EXPOSED TO WEATHER OR IN CONTACT WITH GROUND:

#14 & #18 BARS	1 ½"
#11 & SMALLER BARS	¾"

8.00 STRUCTURAL STEEL

- 8.01 STRUCTURAL STEEL SHOULD CONFORM TO THE FOLLOWING:
 - A. STEEL SOLDIER PILES: ASTM A572/A GRADE 50 MIN
 - B. STEEL SHOULD BE HOT DIPPED GALVANIZED, PER ASTM A716
- 8.02 PROVIDE PROTECTIVE ASPHALTIC COATING OR EQUAL AROUND STRUCTURAL STEEL BELOW GRADE.

9.00 WOOD

- 9.01 MATERIAL PROPERTIES:
 - WOOD LAGGING:
 - DOUGLAS FIR-LARCH NO. 3
 - Fb=525 PSI, E=1.4x10⁶ PSI
 - Fv=180 PSI, Fc=775 PSI (PARALLEL), 625 PSI (PERPENDICULAR)
- 9.02 ALL ITEMS IN CONTACT WITH TREATED LUMBER SHALL BE EITHER HOT DIPPED GALVANIZED OR HAVE G185 TREATMENT.
- 9.03 ALL FRAMING NAILS SHALL CONFIRM TO ASTM F667 "STANDARD SPECIFICATION FOR POWER DRIVEN FASTENERS: NAILS, SPIKES, AND STAPLES", AND NER-272 "POWER DRIVEN STAPLES AND NAILS FOR USE IN ALL TYPES OF BUILDING CONSTRUCTION."
 - A. REFER TO DRAWINGS FOR NAIL SIZE AND SPACING AT SPECIFIED LOCATIONS. DETAILS ARE BASED ON THE FOLLOWING:

SIZE	LENGTH	DIAMETER
6d	2"	0.113"
8d	2 ½"	0.131"
10d	3"	0.148"
12d	3 ¾"	0.148"
16d	3 ½"	0.148"

Print Date: July 27,2023

Drawing File Name:

Horiz. Scale: Vert. Scale:



Sheet Revisions	
Date:	Comments:
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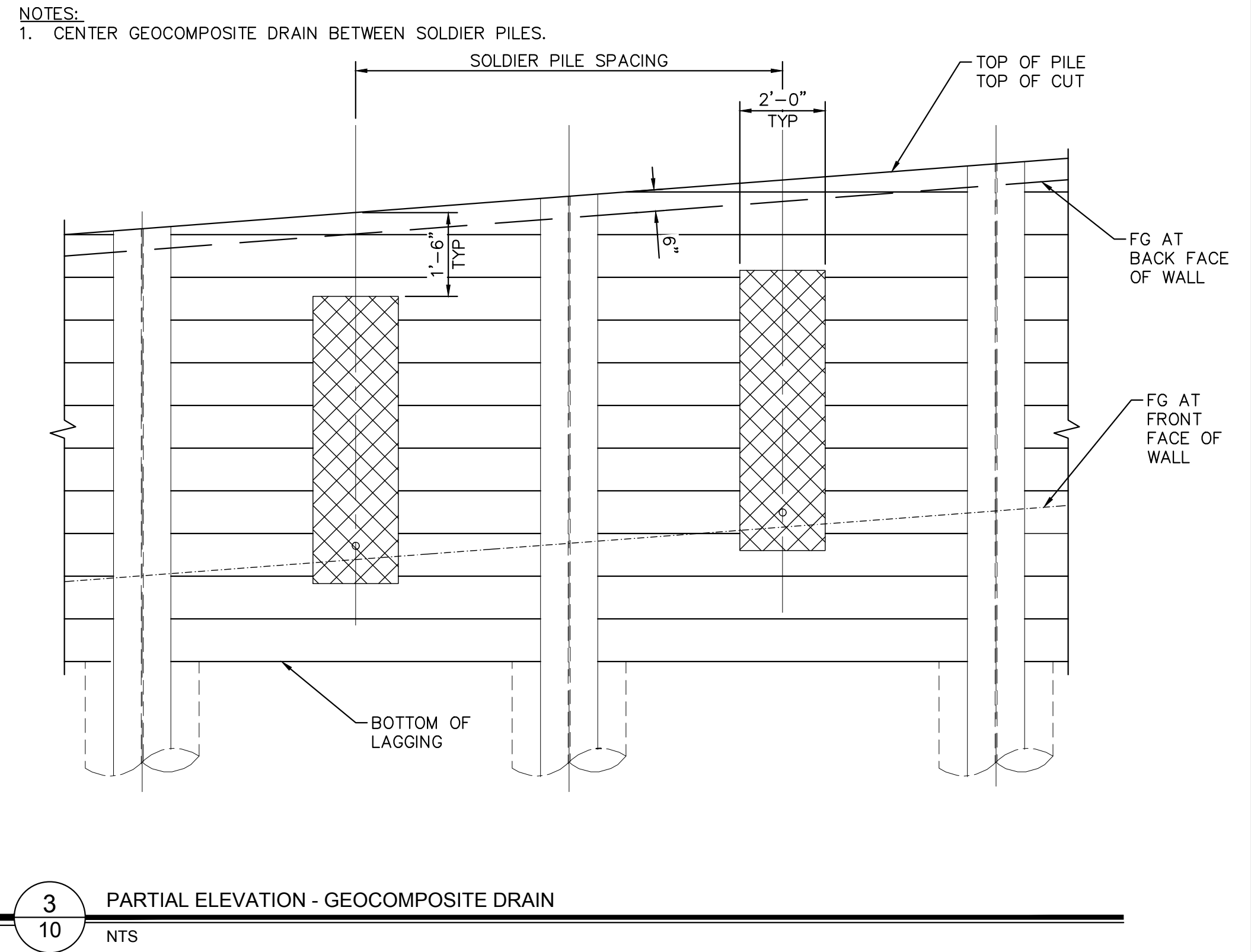
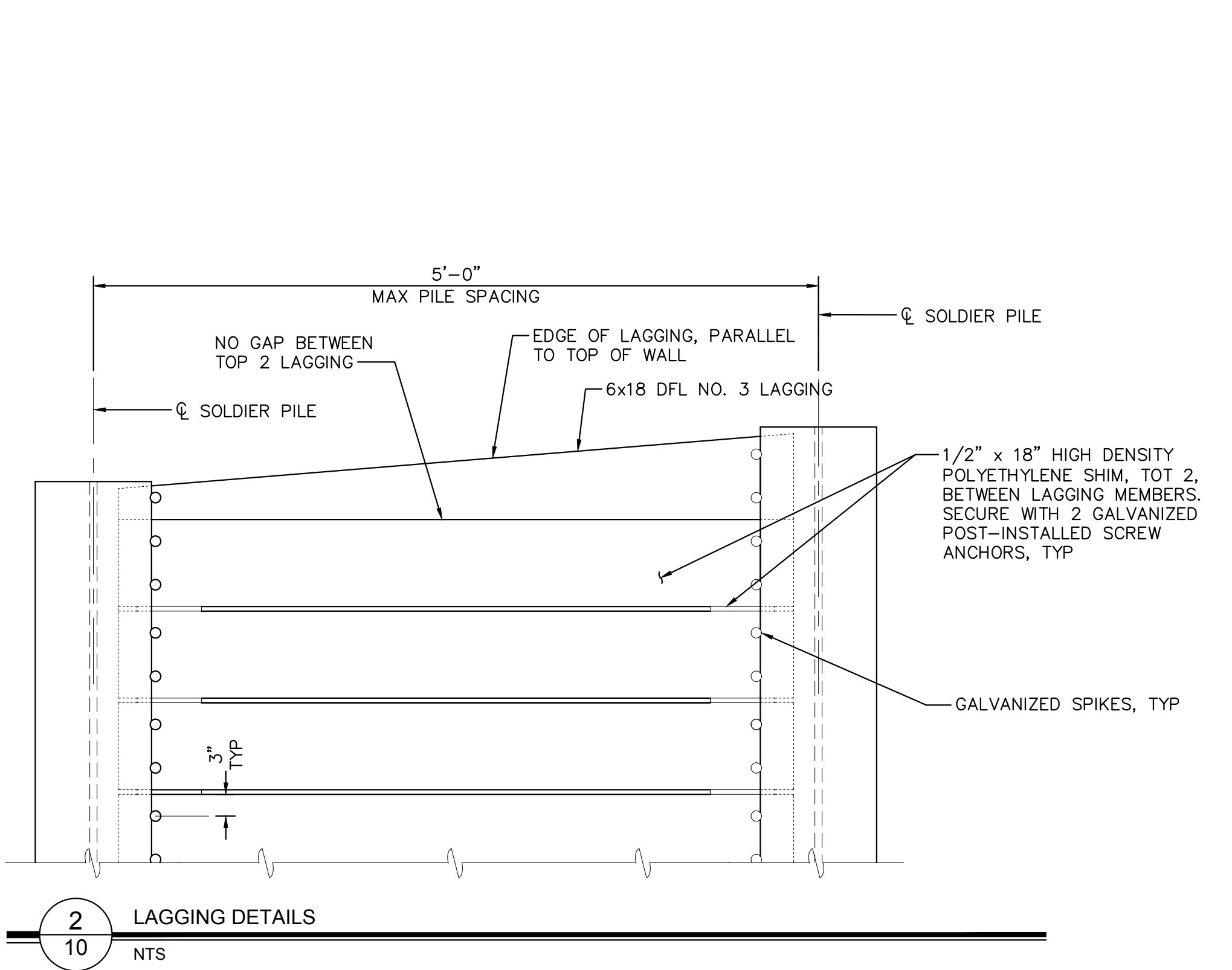
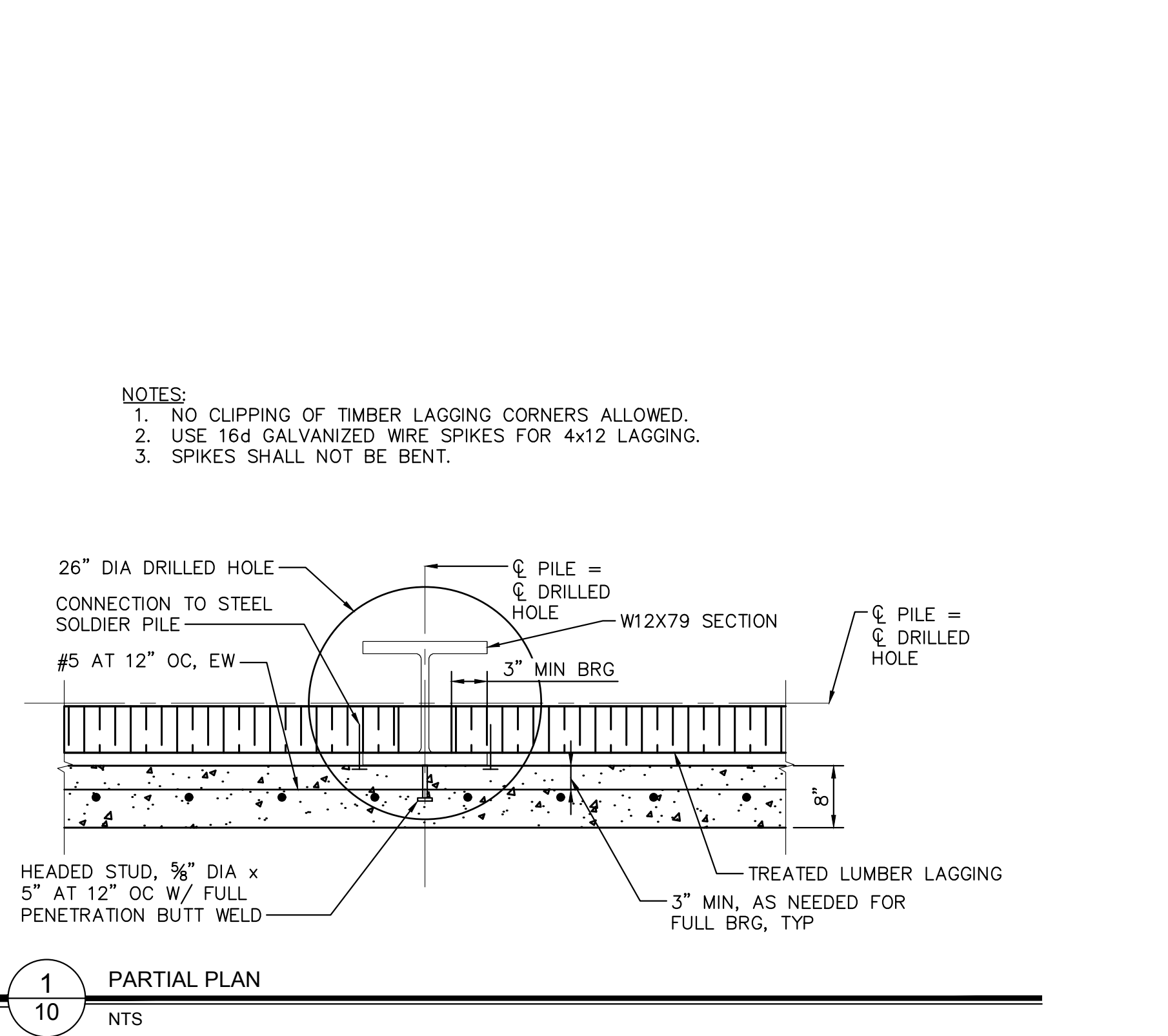
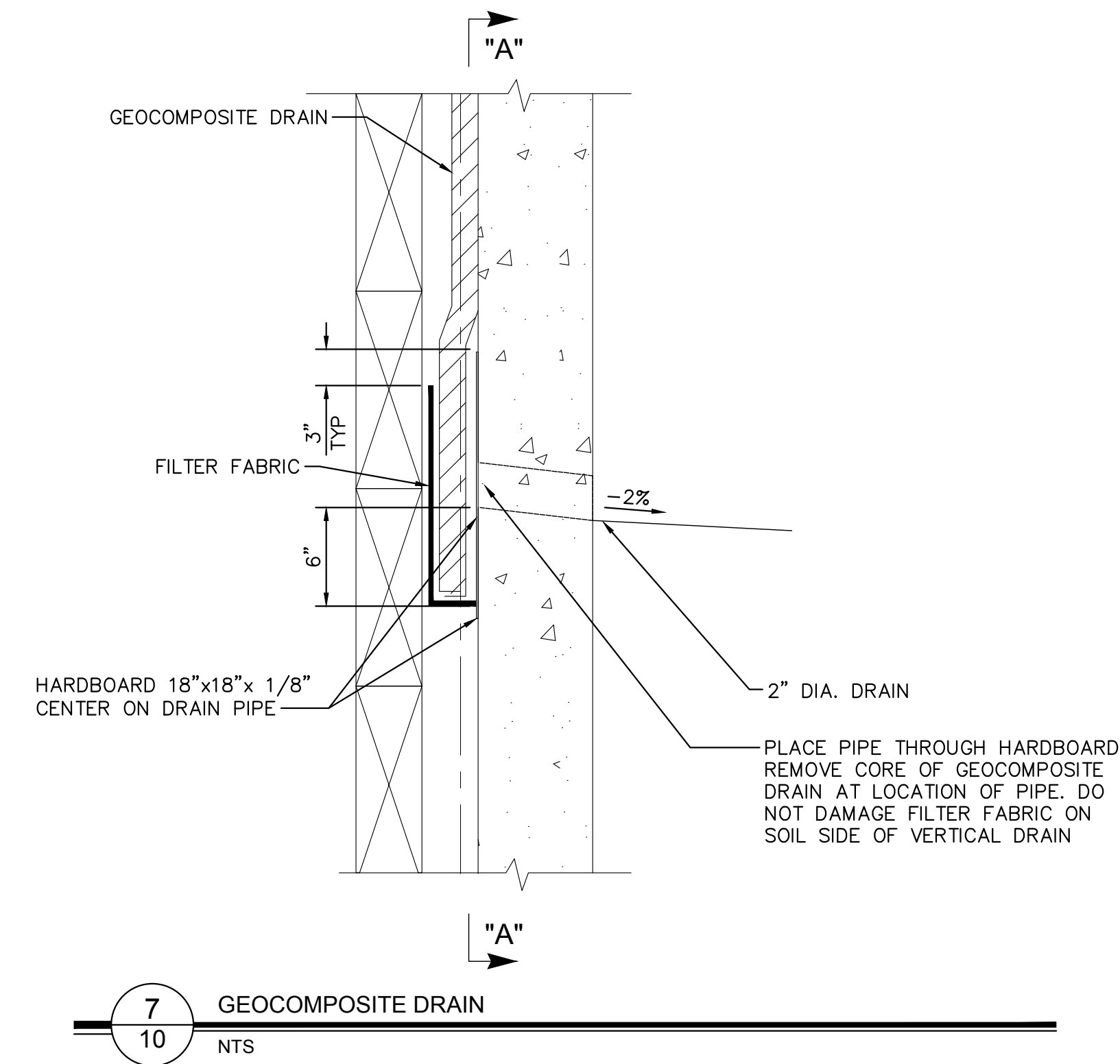
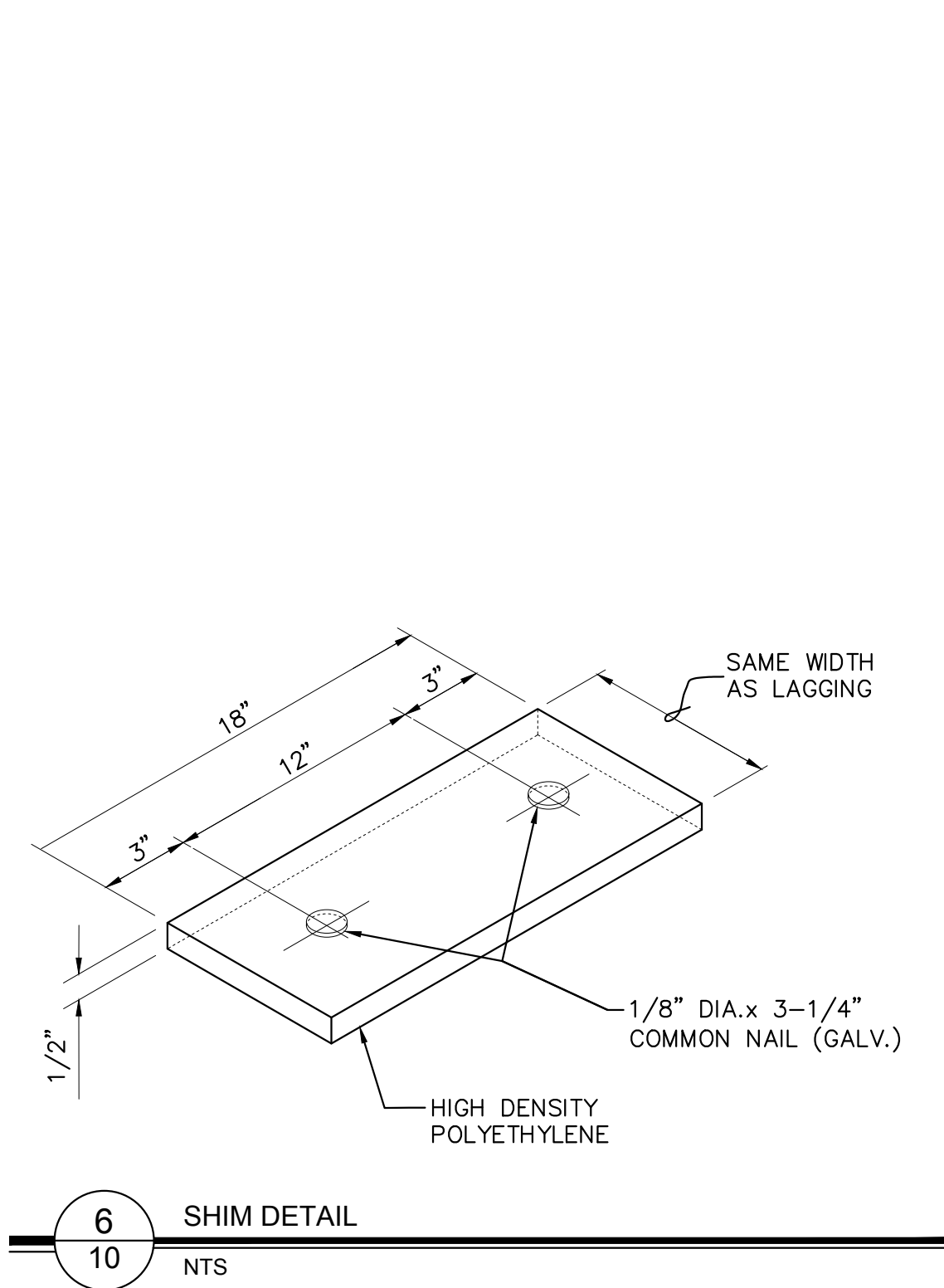
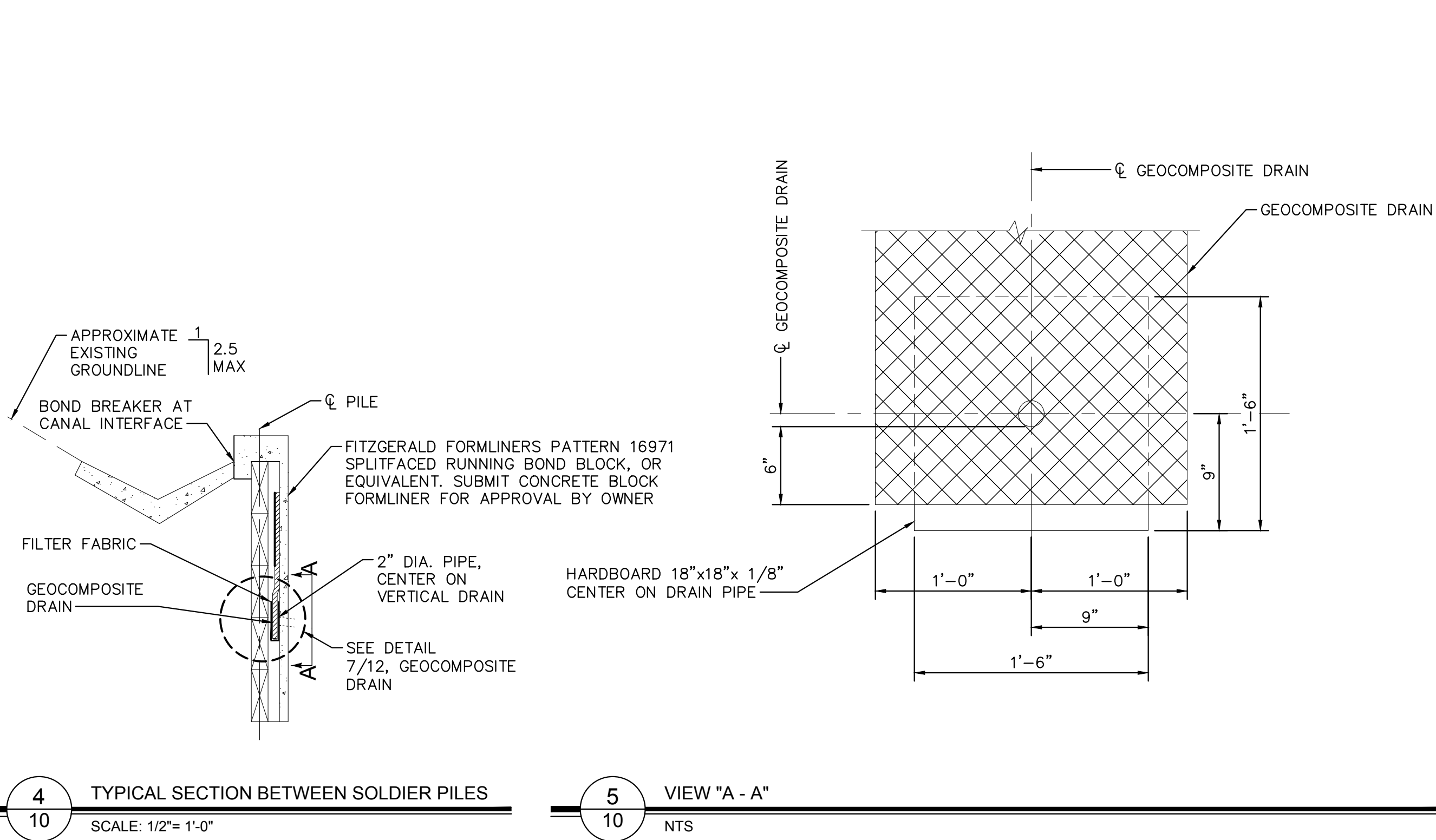
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30 SOUTH NEVADA AVE.
COLORADO SPRINGS, COLORADO 80901
PHONE: (719) 385-5918



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		067607112	
Designer:	JML		
Detailer:	DDB		
Sheet Subset:		Subset Sheet:	of

Sheet Number	9
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NOTES:
 1. CENTER GEOCOMPOSITE DRAIN BETWEEN SOLDIER PILES.

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Kimley»Horn
 KIMLEY-HORN AND ASSOCIATES, INC.
 2 NORTH NEVADA AVENUE, SUITE 900
 COLORADO SPRINGS, COLORADO 80903
 (719) 453-0180

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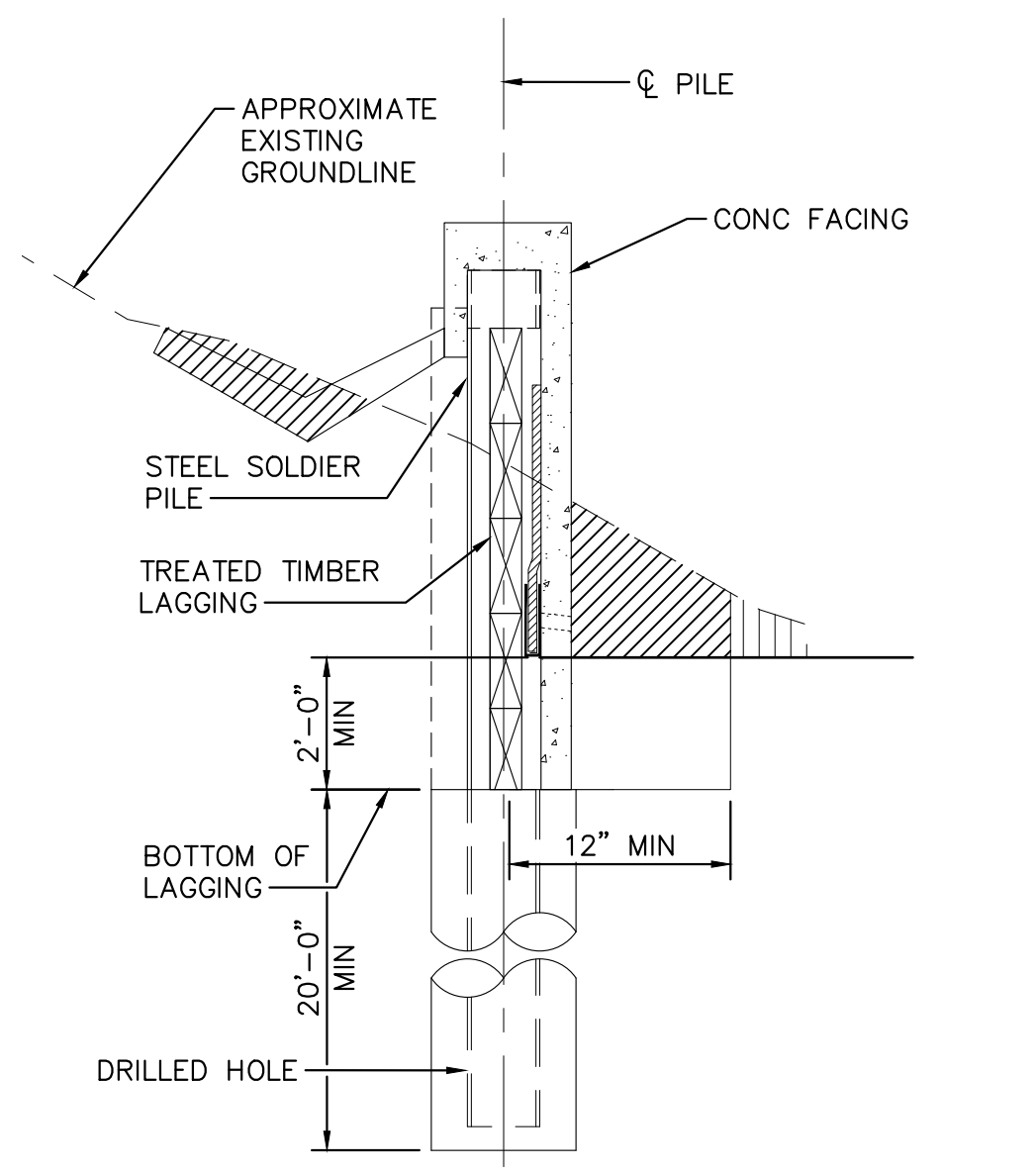

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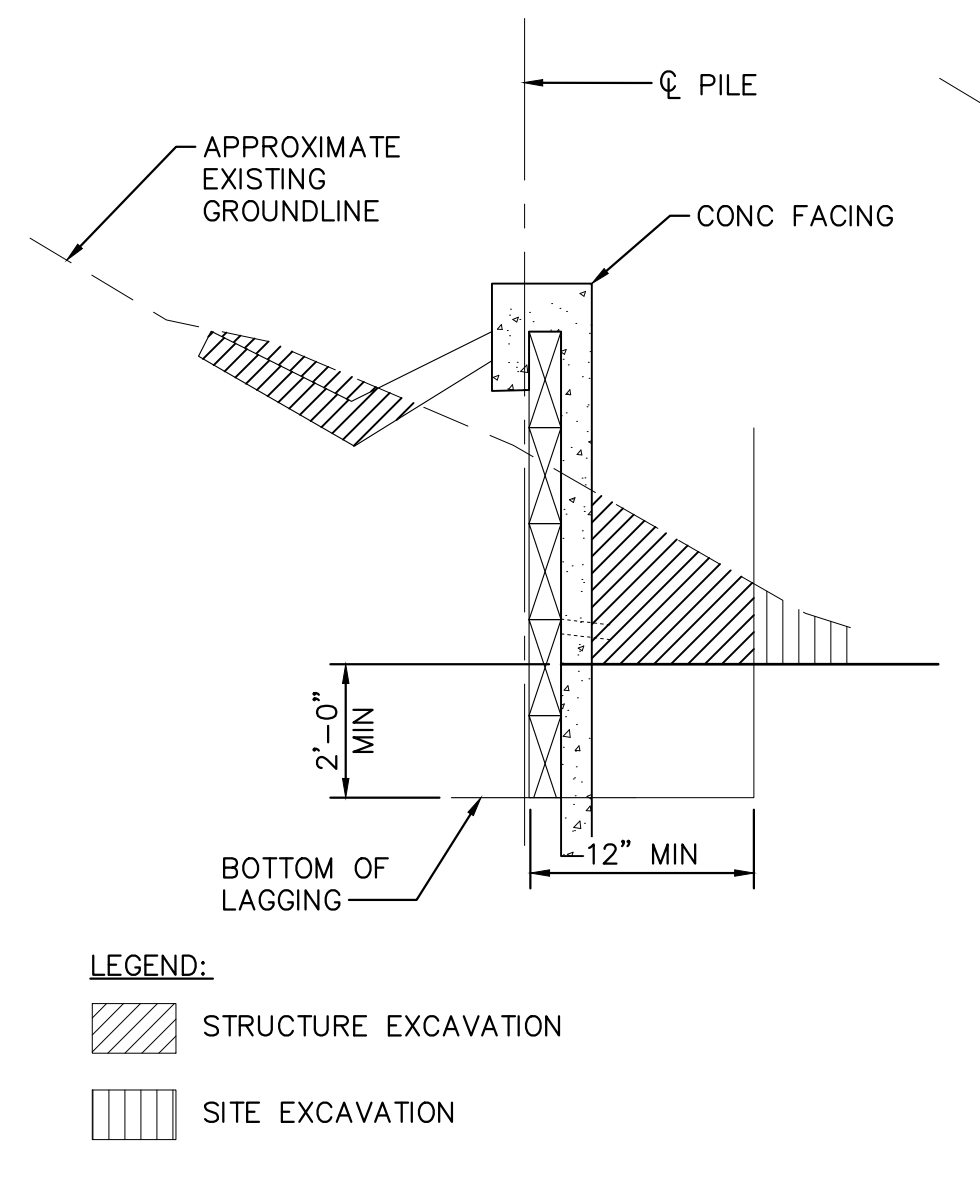


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Detailer:	DDB	
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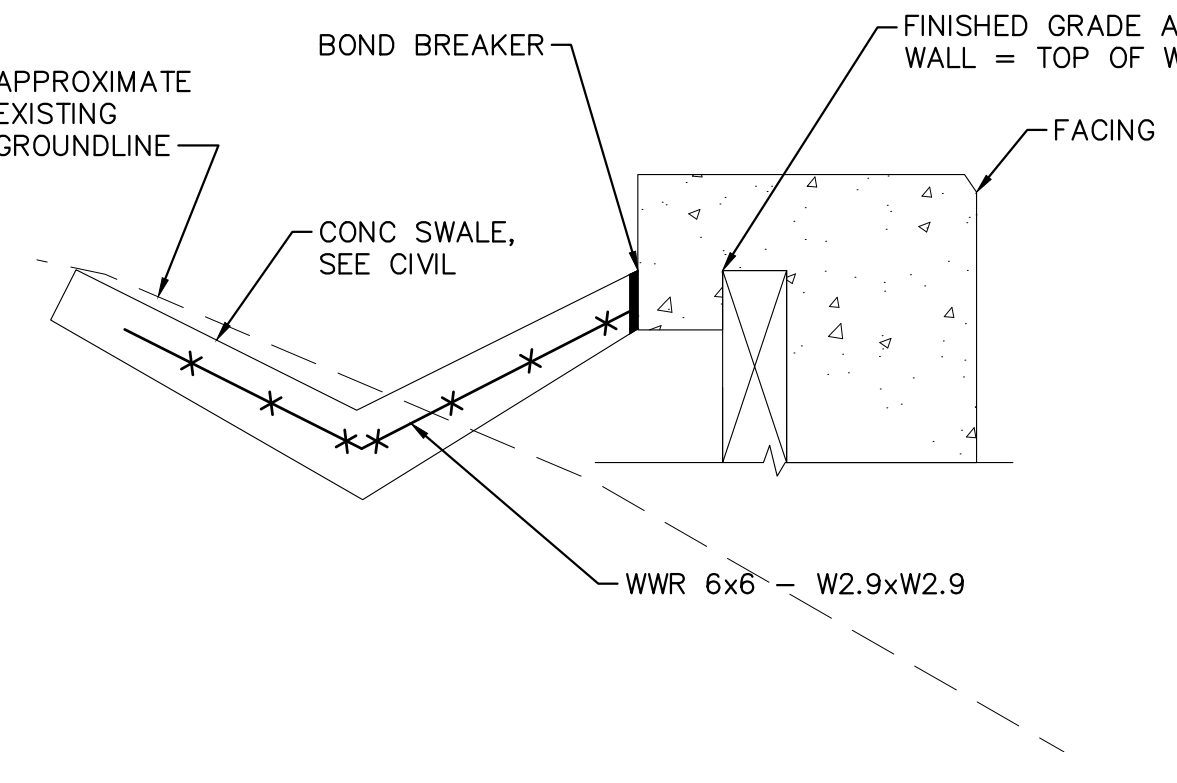
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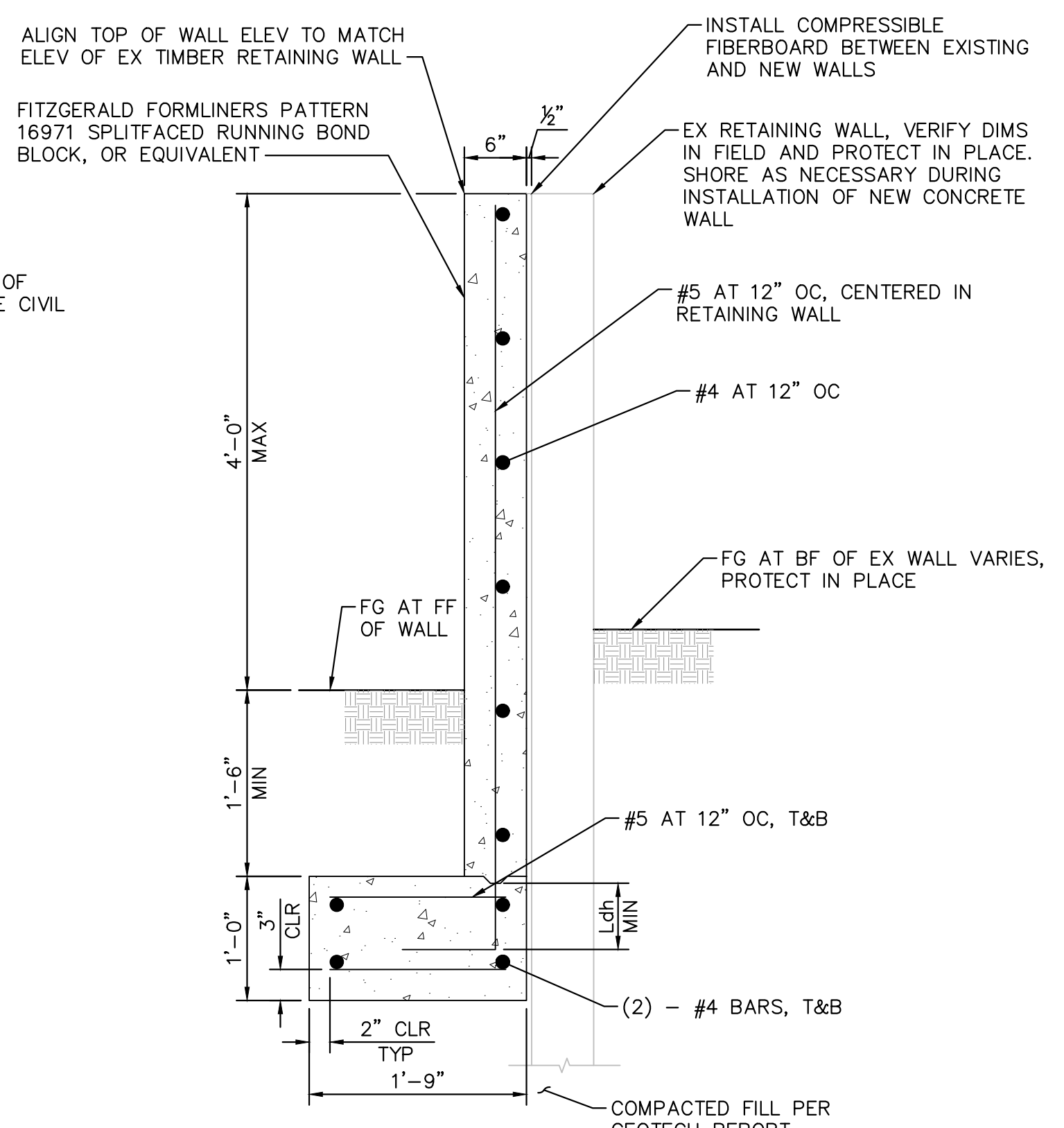
6 TYPICAL SECTION AT SOLDIER
 11 SCALE: 1/2"= 1'-0"



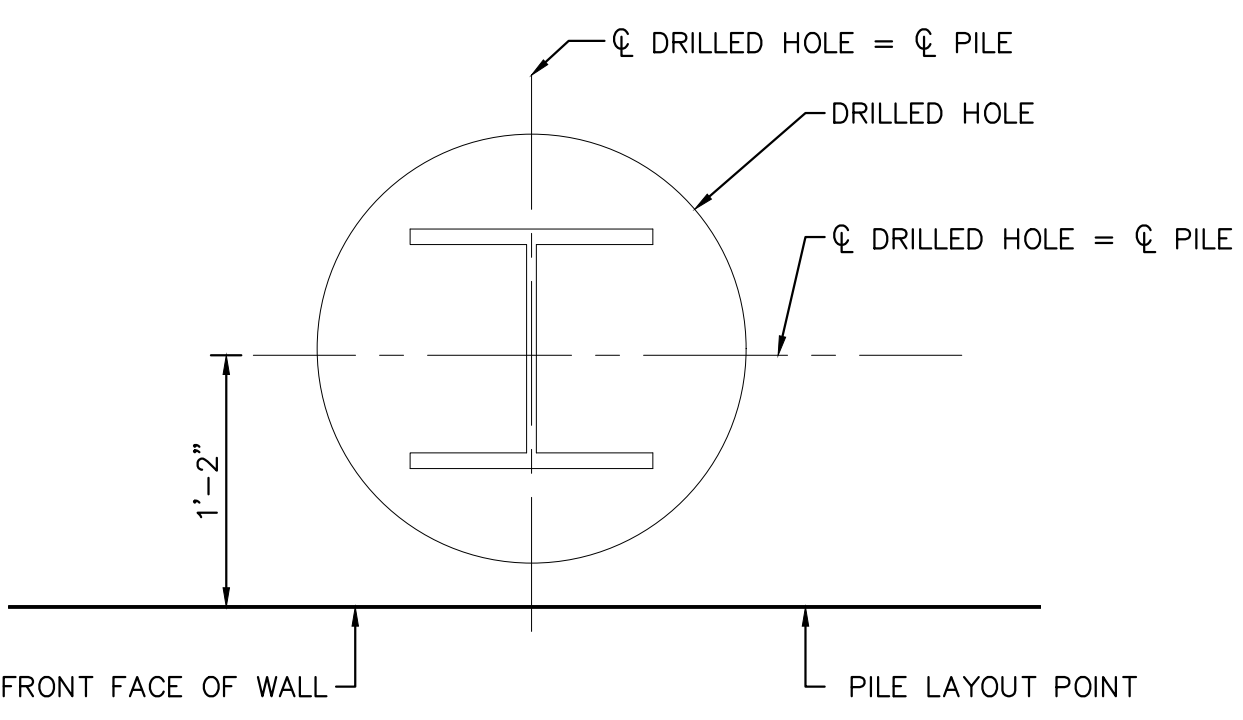
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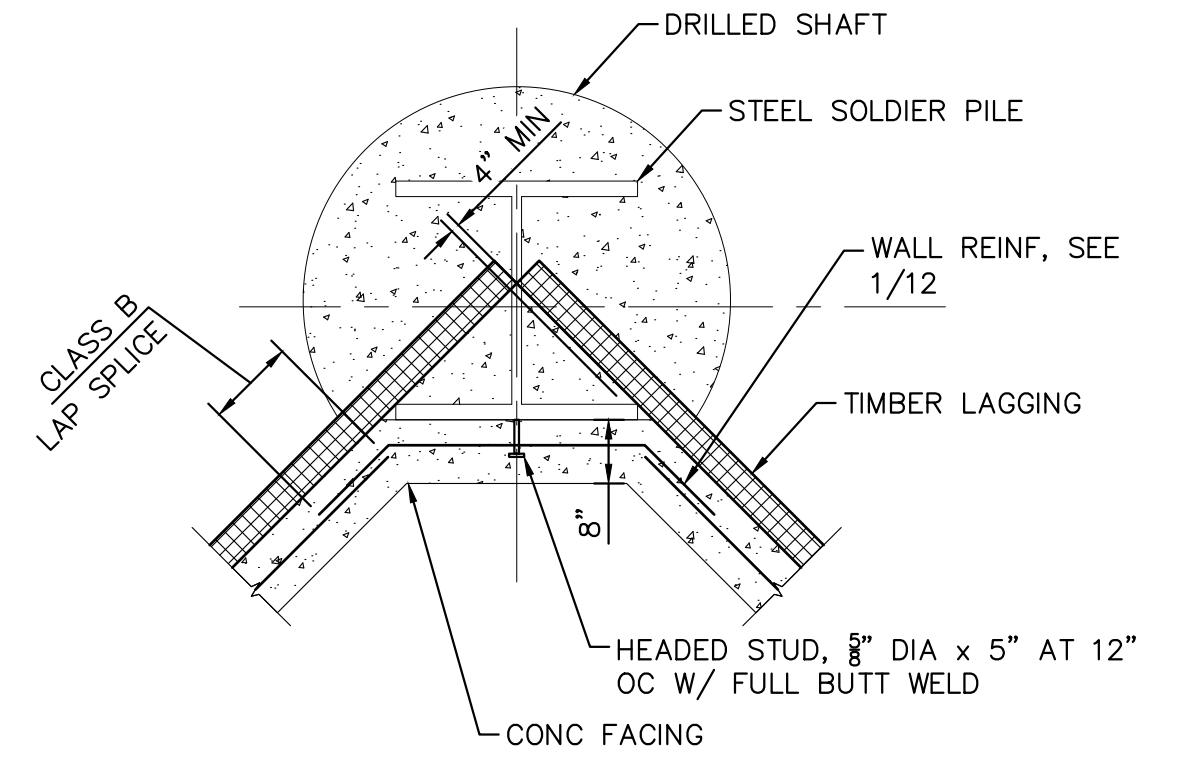
8 CONC SWALE BEHIND WALL W/ CONC FACING
 11 SCALE: 1"= 1'-0"



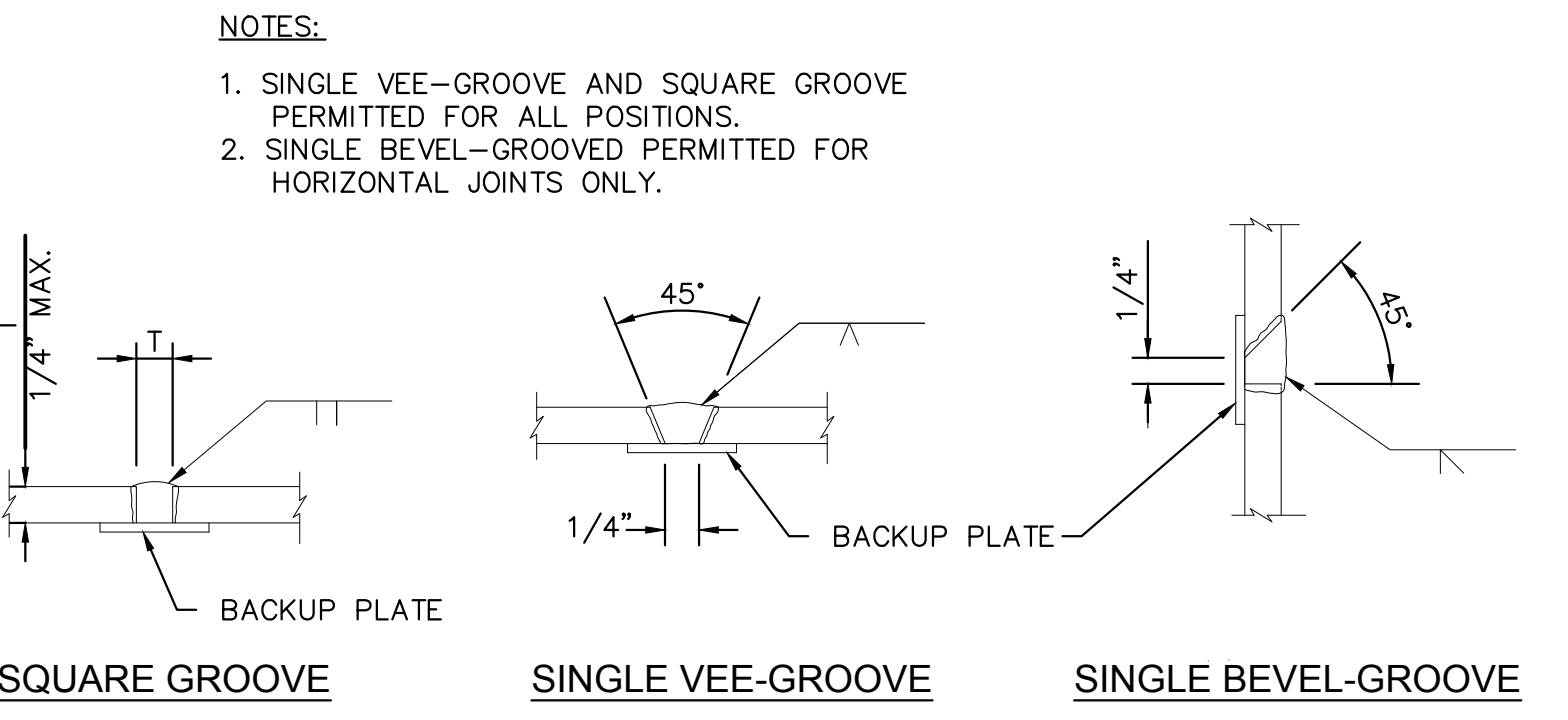
9 TYPICAL FREESTANDING WALL SECTION
 11 SCALE: 3/4"= 1'-0"



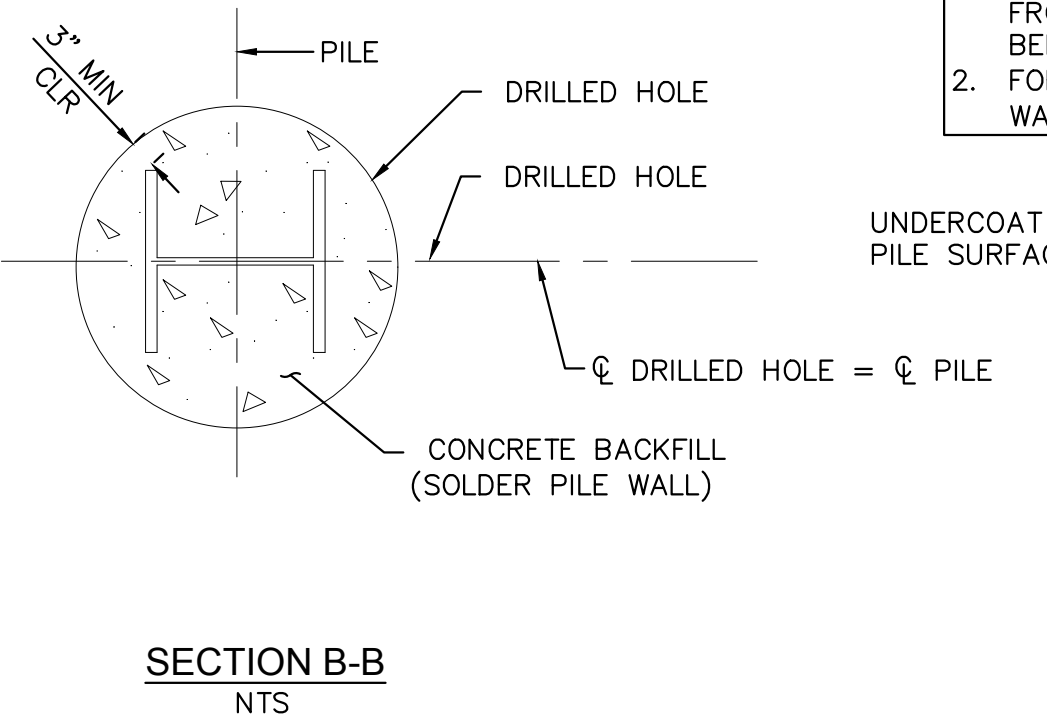
4 TYPICAL PILE LAYOUT DETAIL
 11 NTS



5 90 DEGREE TURN
 11 NTS

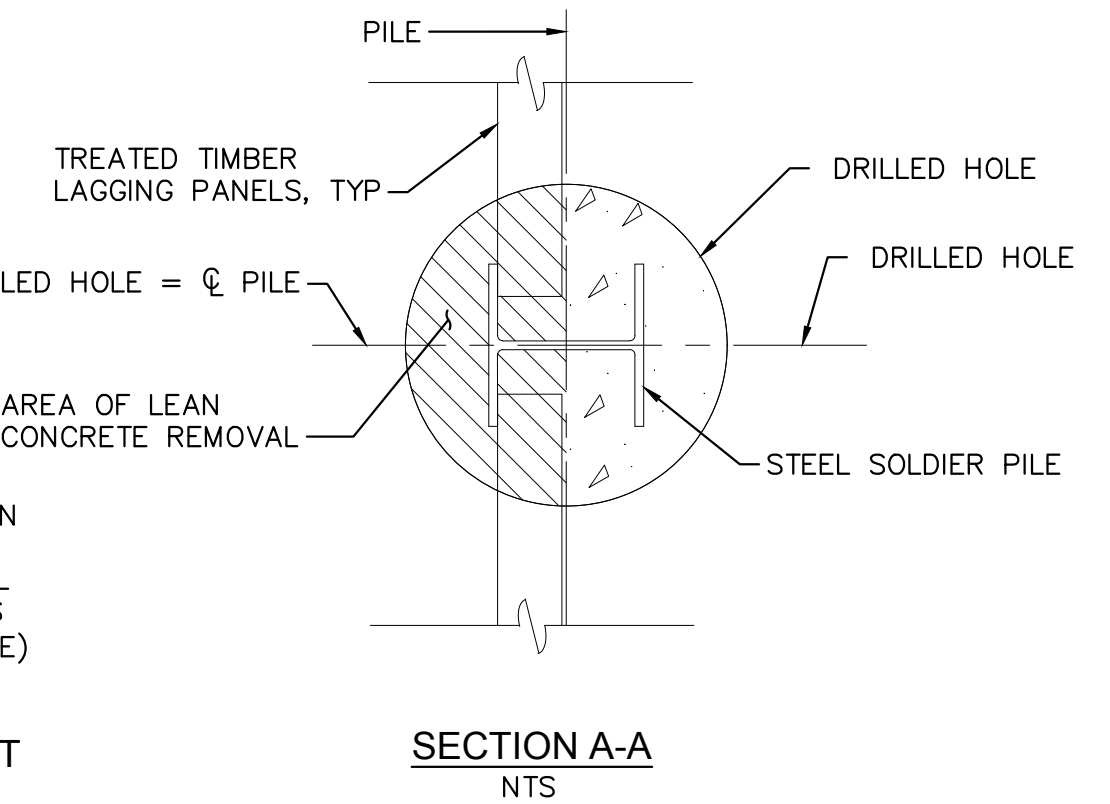


1 PILE WELDING DETAIL-BUTT JOINTS
 11 SCALE: 1/2"= 1'-0"

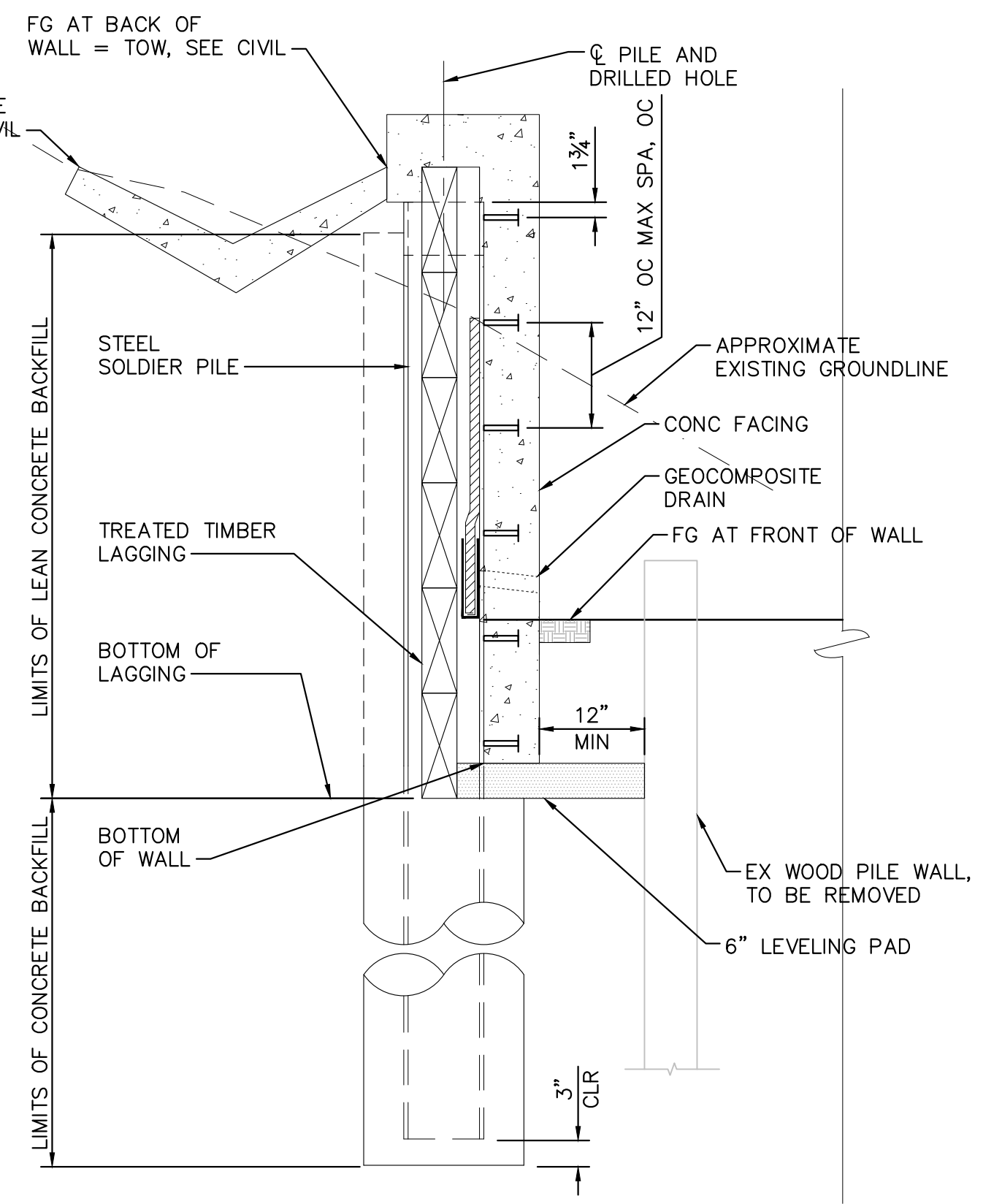


2 W. PIKES PEAK AVE - EMBANKMENT / WALL ANALYSIS
 11 SCALE: 1/2"= 1'-0"

- NOTES:**
- CLEAN AND PAINT STEEL SOLDIER PILE FROM TOP OF PILE TO 5 FEET, MIN BELOW BOTTOM OF LAGGING.
 - FOR LAGGING DETAILS, SEE "SOLDIER PILE WALL LAGGING DETAILS."



3 TYPICAL SECTION
 11 SCALE: 3/4"= 1'-0"



3 TYPICAL SECTION
 11 SCALE: 3/4"= 1'-0"

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 COLORADO SPRINGS, COLORADO 80903
 (719) 453-0180

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 OLYMPIC CITY USA
 COLORADO SPRINGS PUBLIC WORKS
 30 SOUTH NEVADA AVE.
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