



**INVITATION FOR BID**  
Construction

**B21-053 DS**

Date issued: May 7, 2021

**BLACK SQUIRREL CREEK USAFA DRAINAGE IMPROVEMENTS**

**THE CITY OF COLORADO SPRINGS**

**The City of Colorado Springs hereby solicits Fixed Unit Price Bids, as detailed in this  
Invitation for Bids (IFB), for BLACK SQUIRREL CREEK USAFA DRAINAGE  
IMPROVEMENTS**

## SECTION I – BID INFORMATION

### 1.0 BID INFORMATION

Section I provides general information to potential Bidders, such as bid submission instructions and other similar administrative elements. This Invitation for Bid (IFB) is available on BidNet ([www.bidnetdirect.com](http://www.bidnetdirect.com)). All addenda or amendments shall be issued through BidNet and may not be available through any other source.

### 1.1 SPECIAL TERMS

Please note the following definitions of terms as used herein:

The term “City” means the City of Colorado Springs.

The term “Contractor” or “Consultant” means the Bidder whose offer is accepted and is awarded the contract to provide the products or services specified in the IFB.

The term “Offer” or “Bid” means a bid submitted in response to this IFB.

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

The term “Project” refers to Black Squirrel Creek USAFA Drainage Improvements.

The term “Invitation for Bid” or “IFB” means this solicitation of formal, competitive, sealed bids from prospective bidders in which the intent is to award a contract to the resultant lowest responsible and responsive bidder.

### 1.2 BID ISSUE DATE

Invitation for Bid (IFB) Number B21-053DS is being issued and posted on [www.bidnetdirect.com](http://www.bidnetdirect.com) on May 7th, 2021.

### 1.3 SUBMISSION OF BIDS

- A. Bids are to be submitted electronically via [bidnetdirect.com](http://bidnetdirect.com).
- B. Bids shall be received on or before: June 14th at 1pm.
- C. Bid bond is required if total bid exceeds \$50,000.00. (Also see 1.22)
- D. The cost of Bid preparation is not a reimbursable cost. Bid preparation shall be at the Bidder’s sole expense and is the Bidder’s total and sole responsibility.
- E. The bid opening will be held on June 14<sup>th</sup> at 1pm virtually via the following TEAMS link:

[Click here to join the meeting](#)

#### **1.4 PRE-BID CONFERENCE**

A site visit will be held on May 17<sup>th</sup> @ 1pm (MST) at 11878 Alydar Loop in The Farm Subdivision. It is highly recommended that Bidder's attend the site visit, but it is not mandatory to submit bid. Please maintain COVID safety guidelines of wearing a mask and maintaining 6 ft social distance.

#### **1.5 LATE BIDS/LATE MODIFICATIONS OF BIDS**

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

#### **1.6 MISTAKES IN BIDS - CONFIRMATION OF BID**

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

#### **1.7 PROCUREMENT RULES AND REGULATIONS**

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

#### **1.8 MINOR INFORMALITIES/IRREGULARITIES IN BIDS**

- A. A minor informality or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a Bid or variation of a Bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other Bidders. The defect or variation is considered immaterial when the effect on price, quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the goods and/or services being acquired.
- B. If the City Procurement Services Division determines that a Bid submitted contains a minor informality or irregularity, then the Procurement Services Manager shall either give the Bidder an opportunity to cure any deficiency resulting from the minor informality or irregularity or waive the deficiency, whichever is to the advantage of the City. In no event

will the Bidder be allowed to change the Bid amount. Examples of minor informalities or irregularities include but are not limited to the following:

- (1) Bidder fails to sign the Bid, but only if the unsigned Bid is accompanied by other material evidence, which indicates the Bidder's intention to be bound by the unsigned Bid (such as Bid security, or signed cover letter which references the Bid Number and amount of Bid).
- (2) Bidder fails to acknowledge an Amendment, although this may be considered a minor informality only if the Amendment, which was not acknowledged, involves only a matter of form or has either no effect or merely a negligible effect on price, quantity, quality, or delivery of the item or services bid upon.

## **1.9 REJECTION OF BIDS**

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

- A. Any Bid that fails to conform to the essential requirements of the Invitation for Bids shall be rejected.
- B. Any Bid that does not conform to the applicable specifications shall be rejected unless the IFB authorizes the submission of alternate bids and the items or services offered as alternates meet the requirements specified in the IFB.
- C. A Bid that fails to conform to the specified delivery schedule.
- D. A Bid shall be rejected when the Bidder imposes conditions that would modify requirements of the IFB or limit the Bidder's liability to the City, since to allow the Bidder to impose such conditions would be prejudicial to other Bidders.

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

- (1) Protects against future changes in conditions, such as increased costs, if total possible costs to the City cannot be determined. This includes failure to completely fill out required bid schedule.
- (2) Fails to state a price and indicates that price shall be "price in effect at time delivery".
- (3) States a price but qualifies it as being subject to "price in effect at time of delivery".
- (4) Takes exceptions to the IFB terms and conditions.
- (5) Inserts the Bidder's terms and conditions.
- (6) Limits the rights of the City under any Contract/Invitation for Bid clause.

- E. Any Bid in which the price is considered to be unreasonable or is over budget.
- F. Any Bid if the prices are determined to be unbalanced.
- G. Bids received from any person or contractor that is suspended, debarred, proposed for debarment, or under investigation for fraud, including failure to pay federal, state, local or city taxes.
- H. When a bid guarantee is required and the bidder fails to furnish the guarantee in accordance with the requirements of the IFB.
- I. Low Bids received from bidders who are determined to be non-responsible in accordance with the City's Procurement Rules and Regulations.
- J. Any Bid that was prepared and submitted by a vendor who has been determined by the Procurement Services Manager to have an unfair advantage over other Bidders. Examples of an unfair advantage include, but are not limited to, the following:
  - (1) A previous or prior employee who in the last six (96) months was directly involved in the design or specification preparation of the competed procurement.
  - (2) A vendor who was directly involved in design or specification preparation of the competed project either for pay or voluntarily.

#### **1.10 ESTIMATED QUANTITIES**

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

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

#### **1.11 NUMBER OF COPIES**

Bids are to be submitted electronically online to the Rocky Mountain E-Purchasing System ([www.bidnetdirect.com](http://www.bidnetdirect.com)).

#### **1.12 IDENTIFICATION OF BID**

Bids are to be submitted electronically online to the Rocky Mountain E-Purchasing System ([www.bidnetdirect.com](http://www.bidnetdirect.com)).

### 1.13 SALES TAX

The successful Offeror, if awarded a contract, shall apply to the Colorado Department of Revenue for a tax-exempt certificate for this project. The certificate does not apply to City of Colorado Springs Sales and Use Tax which shall be applicable and should be included in all bids and proposals. The tax exempt project number and the exemption certificate only apply to County, PPRTA (Pikes Peak Rural Transportation Authority), and State taxes when purchasing construction and building materials **to be incorporated into this project**.

Furthermore, the exemption **does not** include or apply to the purchase or rental of equipment, supplies or materials that **do not become a part of the completed project or structure**. In these instances, the purchase or rental is subject to full taxation at the current taxation rate.

The Offeror and all subcontractors shall include in their Offer City of Colorado Springs Sales and Use Tax on the work covered by the offer, and all other applicable taxes. Any increase in applicable sales or use tax occurring after the contract has been let shall be borne by the contractor and not passed through to the City.

Forms and instructions can be downloaded at the City of Colorado Springs Website: <https://coloradosprings.gov/sales-tax/page/construction-contractors>. Questions can be directed to the City Sales Tax Division at (719) 385-5903 or [Construction\\_SalesTax@coloradosprings.gov](mailto: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

### 1.14 PREPARATION OF BID OFFER

- A. Bidders are expected to examine the drawings, specifications, bid documents, proposed contract forms, terms and conditions, and all other instructions and solicitation documents. Bidders are expected to visit the job-site to determine all requirements and conditions that will affect the work. Failure to do so will not relieve a Bidder from their responsibility to know what is contained in this Invitation for Bid, or site conditions affecting the work.
- B. The Bidder certifies that it has checked all of its figures and understands that the City will not be responsible for any errors or omissions on the part of the Bidders in preparing its Bid.
- C. All items, (unless the invitation specifically states otherwise) including any additive or deductive alternates on the Bid Form, must be completely filled out or the Bid will be determined non-responsive and ineligible for consideration for award.

- D. The Bidder declares that the person or persons signing this Bid is/are authorized to sign on behalf of the firm listed and to fully bind the Bidder to all the requirements of the IFB.
- E. The Bidder certifies that no person or firm other than the Bidder or as otherwise indicated has any interest whatsoever in the Bid or the contract that may be entered into as a result of the Bid and that in all respects the Bid is legal and firm, submitted in good faith without collusion or fraud.
- F. By submitting a Bid the Bidder certifies that it has complied and will comply with all requirements of local, state, and federal laws, and that no legal requirements have been or will be violated in making or accepting this Bid. Bidders are expected to review the City's Procurement Rules and Regulations, which will be used when determining whether a Bidder is responsive and responsible and awarding contracts in the best interest of the City.
- G. If there is a discrepancy between the unit price and the total price, the unit price shall be used to determine the applicable total price. Bidders are responsible for including profit and overhead associated with the project when determining their unit prices.

#### **1.15 BASIS OF AWARD**

- A. The City of Colorado Springs intends to award a contract to the lowest responsive and responsible Bidder whose Bid meets the requirements and the criteria set forth in the Invitation for Bids and is determined to be in the best interest of the City.
- B. The City reserves the right to reject any or all Bids and to waive informalities and/or irregularities in a Bid. Whether or not a contract is awarded as a result of this Invitation for Bid, as stated above, Bid preparation costs are not reimbursable.
- C. Total Bid will be evaluated and awarded as follows: It is the City's intent to award this bid based on the TOTAL BASE BID, not on a line item by line item basis.

#### **1.16 PERIOD OF ACCEPTANCE**

The Bidder agrees that its Bid shall remain open for acceptance by the City for a period of sixty (60) calendar days from the date specified in the IFB for receipt of Bids.

#### **1.17 CONTRACT AWARD**

The signature of the Bidder indicates that within ten (10) calendar days from acceptance of its Bid, it will execute a contract with the City and, if indicated in this IFB, furnish a project specific Certificate of Insurance naming the City as Additional Insured, furnish Performance, Labor and Materials, Payment and Maintenance Bonds and any other documents required by the Specifications or Contract Documents.

#### **1.18 NOTICE TO PROCEED**

Work may not start under any awarded contract until a written notice to proceed is issued by B21-053 DS Black Squirrel Creek USAFA Drainage Improvements



the City. The City may issue the Notice to Proceed any time after the contract is signed and, if required, insurance and bonds have been provided in accordance with 1.22 below.

### **1.19 AMENDMENTS TO THE SOLICITATION**

Amendments are also referred to as addendum or addenda; and these terms shall be considered synonymous. It is the Bidder's responsibility to contact the Contracts Specialist listed in 1.21 below to confirm the number of Amendments which have been issued.

- A. If this solicitation is amended, then all specifications, terms and conditions, which are not specifically amended, remain unchanged.
- B. Bidders shall acknowledge receipt of any amendment to this solicitation by signing and returning the amendment and by identifying the amendment number and date in the space provided on the form for submitting a Bid.
- C. Acknowledged amendments must be received prior to Bid opening. Bidders are encouraged to include signed addenda or initialed acknowledgment with returned Bids.

### **1.20 EXPLANATIONS TO PROSPECTIVE OFFERORS**

Any prospective Bidder desiring an explanation or interpretation of the IFB documents, drawings, specifications, etc., must request it in writing within ten days of the Bid due date to allow enough time for a reply to reach all prospective offerors before the time for submission of offers. Oral explanations or instructions given before the opening of Bids will not be binding. Any information provided to a prospective Bidder during the Bid preparation stage will be promptly furnished to all other prospective Bidders as an amendment to the solicitation, if that information is necessary in submitting Bids or if the lack of it would be prejudicial to other prospective Bidders.

### **1.21 QUESTIONS AND OTHER REQUESTS FOR INFORMATION**

All questions shall be submitted via the bidnet portal. All questions must be received no later than **1:00 PM (MST) Friday, May 28, 2021.**

<b>(Contract Specialist)</b>	<b>Deanna Stark</b> <b>Deanna.stark@coloradosprings.gov.</b>
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<b>DO NOT CONTACT ANY OTHER INDIVIDUAL AT THE CITY OF COLORADO SPRINGS REGARDING THIS SOLICITATION.</b>
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The bid deadline is **1:00 PM (MST) Monday, June 14<sup>th</sup>, 2021.**

### **1.22 SECURITY REQUIREMENTS**

#### A. Bid Security

- (1) If the total amount of the accumulative Bid is more than \$50,000, or a bond is required elsewhere in this IFB, the Bidder is required to furnish with their Bid a bid security in the form of a bank certified check, bank cashier's check or a one-time bid bond underwritten by a company licensed to issue bonds in the State of Colorado and acceptable to the City in an amount equal to at least 5% of the total amount of the Bid payable without condition to the City.
- (2) The Bid security shall guarantee that the Bid will not be withdrawn or modified for a period of sixty (60) calendar days after the time set for the receipt of Bids, and, if the Bid is accepted within those sixty (60) calendar days, that the person, firm or corporation submitting same shall within ten (10) calendar days after being notified of the acceptance of its Bid, enter into a Contract and furnish the required bonds and all insurance certificates called for under this Invitation for Bid.
- (3) The Bid bonds of unsuccessful Bidders will not be returned to the respective Bidders unless a self-addressed, stamped envelope is provided along with a written request for bid bond return. However, if a certified check or a cashier's check is submitted as Bid security, it will be returned as soon as possible after the lowest responsive and responsible Bidder is determined and a contract is executed.
- (4) In the event the Bidder whose Bid is accepted fails to enter into the contract and/or furnish the required contract bonds, its certified check, cashier's check or bid bond will be forfeited in full to the City.

#### B. Performance, Labor and Materials Payment, and Maintenance Bonds

- (1) For contracts in excess of \$50,000, the Contractor shall furnish to the City each of the following: a Performance Bond, a Labor and Materials Payment Bond, and a Maintenance Bond. Each such bond shall be in the amount of one hundred percent (100%) of the contract price. Bonds shall be submitted within ten (10) calendar days after notification of award of a Contract. The cost of all bonds shall be included in Contractor's Bid.
- (2) 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 against liens of any kind.
  - d) Be from a surety company operating lawfully in the state of Colorado and accompanied by an acceptable "Power-of-Attorney" form attached to each bond copy.
  - e) Be issued from a surety company that is acceptable to the City.
  - f) Be submitted using the forms in the Exhibit section of this IFB or such forms as are approved by the City Attorney's Office.

### **1.23 SPECIFICATIONS AND DRAWINGS**

No Fee solicitations: Specifications and Drawings are normally included in the IFB. If Specifications and Drawings are too large to be included in the IFB, all interested Bidders may obtain one copy of the Project Specifications and a set of the Project Drawings for use in preparing Bids from the City Procurement Services Division office. If the Bidder requires additional sets, it is the Bidder's responsibility to duplicate any additional copies, at its own expense.

### **1.24 TYPE OF CONTRACT**

As a result of this Invitation for Bids, it is the City's intention to award a fixed unit price contract based on the prices offered by the lowest responsive and responsible bidder. Contract prices shall remain firm and fixed throughout the Contract performance period.

### **1.25 F.O.B. DESTINATION**

Unless otherwise specified in the Invitation for Bid, all goods, materials, supplies, equipment or services covered by this IFB shall be delivered F.O.B. Destination shall be the location indicated in the awarded Contract or Purchase Order.

### **1.26 BID RESULTS**

The City does not mail Bid results or tabulations. However, Bid tabulations are posted and can be downloaded from BidNetDirect ([www.bidnetdirect.com](http://www.bidnetdirect.com)). Bidders submitting Bids in response to this solicitation may also request the Bid tabulation for this solicitation via email to the Contracts Specialist indicated as the point of contact for this solicitation.

### **1.27 APPROPRIATION OF FUNDS**

- A. In the event funds are not appropriated in whole or in part sufficient for performance of the City's obligations under this IFB, or appropriated funds may not be expended due the City Charter spending limitations, then the City, without compensation to Bidders, may terminate or cancel this IFB or not award any contracts under this IFB.
- B. In accordance with the Colorado Constitution and City Charter, performance of the City's obligations under any resultant Contract will be expressly subject to appropriations of funds by the City Council, and, in the event the budget or other means of appropriation for any year of the Contract fails to provide funds in sufficient amounts to discharge such obligations, such failure (i) shall act to terminate the Contract at such time as the then-existing and available appropriations are depleted, and (ii) neither such failure nor termination shall constitute a default or breach of the Contract, including any sub-agreement, attachment, schedule, or exhibit thereto, by the City.

### **1.28 PERIOD OF PERFORMANCE**

The Contractor shall complete all work within 49 **Calendar Days** after the Notice to Proceed. The Contractor will start work promptly after receipt of the Notice to Proceed and Pre-Construction meeting and continue to work diligently until all work is completed and accepted by the City.

## **1.29 BID DOCUMENTS**

The following comprise this Invitation for Bid.

Schedule A – Bid Form  
Schedule B – General Construction Terms and Conditions  
Schedule C – Scope of Work  
Schedule D – Technical Specifications  
Schedule E – Measurement & Payment  
Schedule F – Exhibits

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

**Schedule A – Bid Form**  
**Exhibit 2 – Minimum Insurance Requirements Form**  
**Exhibit 3 – Qualification Statement**  
**Exhibit 4 -- Representations and Certifications**  
**Exhibit 5 -- Bid Bond if applicable (see 1.22)**  
**Exhibit 6 – Notification of Utilities**  
**Exhibit 7 – Construction Plans**  
**Exhibit 8 – Soils Report**  
**Acknowledged Addendums, if issued**

## **SECTION II – SCHEDULES**

- Schedule A – Bid Form
- Schedule B – General Construction Terms and Conditions
- Schedule C – Scope of Work
- Schedule D – Technical Specifications
- Schedule E – Measurement & Payment
- Schedule F – Exhibits

**SCHEDULE A – BID FORM TO BE SUBMITTED IN BIDNET AND ATTACHED EXCEL FORM.**

## SCHEDULE B – GENERAL CONSTRUCTION TERMS AND CONDITIONS

### SECTION 100 DEFINITIONS AND TERMS

Titles used in these specifications having a masculine gender, such as “workmen” and the pronouns “he” or “his”, are for the sake of brevity and are intended to refer to persons of any gender.

The titles or headings of the sections and subsections herein are intended for convenience of reference and shall not have any bearing on their interpretation.

When the Contract indicates that something “shall” be done, the action is required and is not discretionary.

Calendar Day Each and every day shown on the calendar, beginning and ending at midnight.

Change Order A written order issued to the Contractor by the City covering contingencies, extra work, increases or decreases in Contract quantities, and additions or alterations to the plans or specifications, within the scope of the Contract, and establishing the basis of payment and time adjustments for the work affected by the changes. The Change Order is the only method authorized for changing the Contract.

City The City of Colorado Springs, Colorado.

Contract Documents Contract Documents include the Request for Proposal, Instructions to Offerors, Proposal, Amendments, the signed Contract, surety bonds, insurance documents, all terms, conditions, and provisions, and the Specifications, including all modifications thereof incorporated in any of the documents before execution of the agreement.

Contract The executed written agreement between the City and the Contractor setting forth the obligations of the parties for the performance of the work and the basis of payment. The Contract includes the Contract Documents, Notice to Proceed, and executed Change Orders, all of which constitute one instrument.

Contractor The person, persons, firm, or corporation to whom a Contract is awarded by the City and who is subject to the terms of said Contract. Contractor shall include the agents, employees, workmen, subcontractors and any assignees of said Contract.

Engineer An engineer of the City of Colorado Springs.

Notice	<p>Any written notice served pursuant to the terms of the Contract. Notice shall be deemed to have been duly served if delivered in person or by registered mail to:</p> <p>The Project Manager assigned to the Contract, City of Colorado Springs, City Engineering, 30 South Nevada Ave., Room 403, Colorado Springs, CO 80903.</p> <p>Notice to the Contractor will be to the Authorized Representative of the Contractor at the site of the Project in person; or by registered mail to the Contractor's principal place of business as indicated in the Contractor's proposal certifications; or as to the Surety on the performance bond by registered mail to the Surety at the home office of such surety.</p>
Plans	<p>The drawings, or reproductions, provided by the City that show the location, character, dimensions, and details of the work to be done.</p>
Project Manager	<p>An individual representing the City responsible for managing and oversight of the Contract.</p>
Project	<p>The entire improvement outlined in the Scope of Services which is to be constructed in whole or in part pursuant to the Contract.</p>
Subcontractor	<p>A person, firm, or corporation, other than the Contractor, supplying labor or materials, or both, or equipment furnished at the site of the project under an Agreement with the Contractor.</p>
Surety	<p>The person, firm, or corporation that has executed as surety the Contractor's Proposal, Performance, Payment and Maintenance Bonds.</p>
Work	<p>Work performed under the Contract.</p>
Working Days	<p>Days of the week, not including weekends and City holidays, unless otherwise stated.</p>

**SECTION 101      CONTRACT DOCUMENT INTERPRETATION**

**101.00                      INTENT OF CONTRACT DOCUMENTS**

The sections of the Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intent of the Contract Documents is to include the cost of all labor and materials, water, fuel, tools, plants, equipment, light, transportation, and all other expenses as may be necessary for the proper execution of the work. If the Contract Documents should be contradictory in any part, the order of precedence shall be as described in the Contract.



Any work shown on the Plans and not covered in the specifications, or included in the Specifications and not shown on the Plans, shall be executed by the Contractor as though shown both on the Plans and included in the Specifications.

If the Contractor, in the course of the work, finds any discrepancy between the Plans and the physical layout, or any errors or omissions in Plans or layout, he shall immediately so inform the Project Manager and the Project Manager will promptly verify them. Any work done after such discovery without written consent of the Project Manager authorizing the same shall be done at the Contractor's risk and sole expense.

Any incidental and/or appurtenant items not specifically called for in the Plans and Specifications, but which are necessary to complete the work in accordance with the requirements of good practice, as determined by the Project Manager, shall be included as a part of the Contractor's proposal price and furnished at no additional cost to the City.

In interpreting the Contract Documents, words describing materials or work which have a well-known technical or trade meaning, unless otherwise specifically defined in the Contract documents, shall be construed in accordance with such well known meaning recognized by architects, engineers, and the trade.

**101.01 SPECIAL PROVISIONS, SPECIAL SPECIFICATIONS**

Special Provisions or Special Specifications may be written to expand upon, modify or cancel these general provisions or the standard specifications.

**101.02 STANDARD MANUFACTURER**

Wherever the terms "standard", "recognized" or "reputable" manufacturers are used, they shall be construed as meaning manufacturers who have been engaged in the business of fabricating materials, equipment, or supplies of the nature called for by the Specifications for a reasonable period of time prior to the date set for submission of proposals, and who can demonstrate to the satisfaction of the City that said manufacturer has successfully installed equipment, materials, or supplies of the type proposed to be furnished in at least three instances and that the performance of such materials, equipment, or supplies for a period of over twelve months prior to the date fixed for submission of proposals shall, prima facie, be deemed to have been engaged in such business for a reasonable length of time.

**101.03 "OR EQUAL" CLAUSE**

Whenever in any section of the Contract documents, any article, material, or equipment is defined by describing a proprietary product, or by using the name of manufacturer or vendor, the term "or equal" if not inserted, shall not be construed in such a manner as to exclude manufacturers' products of comparable quality, design, and efficiency, subject to review and approval by the Project Manager. The Project Manager may require that proposed equals be submitted for review and approval.

## **SECTION 102 COMPLIANCE WITH LAWS**

### **102.00 PUBLIC IMPROVEMENT ASSESSMENT**

If the cost of the improvement to be constructed under the Contract is to be assessed upon the owners of land benefited by such improvement, upon complaint of any such landowner that the improvement is not being constructed in accordance with the Contract, the City Council may consider the complaint and make such order in the premises as shall be just to ensure compliance with the Contract.

### **102.01 ALL LEGAL PROVISIONS INCLUDED**

It is the intention and agreement of the parties to this Contract that all legal provisions of law required to be inserted, shall be and are inserted. However, if by mistake or otherwise, some such provision is not inserted, or is not inserted in proper form, then upon application of either party, the Contract shall be amended so as to strictly comply with the law and without prejudice to the rights of either party.

### **102.02 LICENSES AND PERMITS**

It shall be the responsibility of the Contractor to obtain, at its expense, all necessary licenses and permits to do the Project, in accordance with applicable Federal, State and local laws, regulations and ordinances. Typical permits and fees include, but are not limited to, Excavation/Boring Permits, Concrete Construction Permits, Fugitive Dust Permits, Regional Building Permits, Pavement Degradation fees, as well as Traffic Control and Barricade Plans to be approved by the City Traffic Division for all work within public rights-of-way and easements i.e. (curb and gutter, sidewalks, pedestrian ramps and cross pans).

## **SECTION 103 AWARD AND EXECUTION OF CONTRACT**

### **103.00 CONTRACT EXECUTED**

A single original Contract to include the Contractor's Performance, Labor and Material Payment and Maintenance Bonds may be executed and maintained in the official Contract file located in the City Contracts office. The original copy of the Contract maintained in the City Procurement Services file shall take precedence for purposes of interpretation or determining what the Contract says. After all required signatures are obtained; photocopy counterparts (copies) will be made and distributed to the following, as applicable:

- (a) Contractor
- (b) Project Manager
- (c) City Finance Department
- (d) Inspector

Each Bond shall have an original Power of Attorney attached. The Contractor shall provide compensation insurance and public liability and property damage insurance as outlined in the Contract. The costs of executing the bonds, Contract, and insurance, including all notaries' fees and expense, are to be paid by the Contractor to whom the Contract is



Unless otherwise stipulated in the Contract, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light power, transportation, and other facilities necessary for the execution and completion of the work. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

## **104.01**

### **SCHEDULE**

In the event of contradictions or inconsistencies, this clause shall take precedence over any language relevant to scheduling included anywhere else in this Contract.

The Contractor shall be responsible for planning, scheduling, and reporting the progress of the work to ensure timely completion of the work as called for in the Contract Documents. The Contractor shall prepare a detailed Project schedule ("Project Schedule") that shall be used for coordination, for evaluation of progress, and for the evaluation of changes to the Contract. The Project Schedule shall include all activities, including those of subcontractors, Contractor's engineers and surveyors, and suppliers. Seasonal and weather constraints, utility coordination, railroad restrictions, right of way restrictions, traffic constraints, environmental constraints, other project interfaces, expected job learning curves and other constraints shall be considered when preparing the Project Schedule, including any phasing or sequencing of the work specified in the Contract Documents. Days scheduled as no work days shall be indicated. The Project Schedule shall consist of a Methods Statement as defined in subsection (a) below and a progress schedule consisting of (1) a Critical Path Method ("CPM") schedule as defined in subsection (b) below, or (2) a Bar Chart schedule as defined in subsection (c) below. A CPM Schedule shall be required if the Contract exceeds \$250,000 or if the construction period exceeds 150 Calendar Days, unless the Contract Documents stipulate otherwise. The CPM Schedule shall utilize Primavera's Suretrak Project Manager software (or other software designated by the Project Manager), or be capable of being read and manipulated by Suretrak Project Manager software (or other software designated by the Project Manager). The Project Schedule shall show all work completed within the Contract Period of Performance. The City reserves the right to approve or disapprove any proposed schedule. If disapproved, the Contractor must make requested changes and resubmit the schedule for approval within five working days of the disapproval by the City.

After award, the Contractor shall submit two copies of all required schedule information as described below. Schedules, schedule updates, diagrams and reports using CPM shall also be submitted electronically in the appropriate software format. All schedules, diagrams, and reports shall include a title, project number, date of preparation, and the name of the Contractor.

The Bar Chart or CPM 90-day schedule shall be submitted at least 14 Calendar Days prior to the start of the work. The Project Manager's review will not exceed five working days. Work shall not begin until the Project Schedule is accepted in writing, unless otherwise approved by the Project Manager.

(a) Methods Statement. A Methods Statement shall be prepared for the prominent

features listed in the Contract Documents, and for any feature not listed in the Contract Documents that the Contractor considers a controlling factor for timely completion. The Methods Statement shall be a detailed narrative describing each feature and all work necessary to complete the feature. The Methods Statement shall be submitted with the Contractor's schedule. The following format is required:

1. Feature: Name of the feature;
2. Responsibility: Contractor, subcontractor, supplier, utility, etc. responsible for the feature;
3. Procedures: Procedures to be used to complete the work. The procedure to be used shall include general information regarding methods such as forming, excavation, pouring, heating and curing, backfill and embankment, trenching, protecting the work, etc. When separate or different procedures are to be employed by the Contractor due to seasonal or Project phasing requirements, such differing procedures shall be described in the procedure statement;
4. Production Rates: The planned quantity of work per day for each feature;
5. Labor Force: The labor force planned to do the work;
6. Equipment: The number, types, and capacities of equipment planned to do the work;
7. Work Times: The planned time for the work to include:
  - (a) number of work days per week
  - (b) number of shifts per day
  - (c) number of hours per shift

At the Project Manager's request, the Contractor shall update the Methods Statement, or any part thereof, and submit it with the Job Progress Narrative Report or Schedule Update, whichever is earlier.

- (b) Critical Path Method. CPM is a scheduling method which shows the interdependencies between work activities. The critical path is that path through the schedule which, if delayed, will cause a delay to project completion.

The progress schedule shall include as a minimum the prominent features of this Project as listed in the Contract Documents. The progress schedule shall include all activities for all work on the Project, including subcontracted work, delivery dates for critical material, submittal and review periods, milestone requirements and no work periods. Where the Project has specific phases, each phase shall be described separately for each applicable prominent feature.

Construction activity duration shall not exceed 15 Calendar Days unless approved by the Project Manager. Series of activities that have aggregate durations of five Calendar Days or less may be grouped in a single activity. For example, "form,

reinforce, and pour pier” could be defined as a single activity rather than three. Single activities or a series of grouped activities of at least one Calendar Day duration may also need to be included in the Project Schedule as determined by the Project Manager (e.g. same activities but noted separately by location).

Time Scaled Logic Diagram: This diagram shall show the logical progression of all activities required to complete the work defined in the Contract Documents. Activity information shall include activity ID, description, duration, early start and finish dates, late start and finish dates, total float, and responsibility.

1. 90-Day Schedule. The 90-Day Schedule shall provide all necessary detail for procurement, construction and submittal activities required during the first 90 days of the Period of Performance. This submittal shall include a Time Scaled Logic Diagram.
2. Project Schedule, as described above.

The Project Schedule shall cover the entire Period of Performance.

3. Schedule Updates. The Contractor shall update the 90-Day Schedule or the Project Schedule to reflect actual construction progress of all work activities on the project. Updates shall show the previous 30 days progress and a 60-day projection for all work started, completed, or in progress during this three month window.

The Project Schedule shall be updated as of the cutoff date for the monthly progress pay estimate and submitted to the Project Manager before the payment of the progress pay estimate is approved.

Each of the diagrams, charts, and reports shall comply with the requirements for the Project Schedule above, except that they shall also include the actual completion dates and percentages of completion for the appropriate activities.

(c) Bar Chart. The Bar Chart shall be time scaled and shall show the following:

1. The prominent features, as listed in the Contract Documents.
2. Any feature not listed in the Contract Documents that the Contractor considers a controlling factor for timely completion.
3. The number of days required to complete each feature and its relationship in time to other features.
4. Sufficient space for each feature to permit two additional plots parallel to the original time span plot.
5. The anticipated delivery dates for equipment or materials in any feature that could affect timely completion of the project.

6. Critical completion dates for any activity within any feature that could affect timely completion of the project.
7. Connecting lines between features that show the intended progression of activities.

The Project Schedule shall cover the time from the Day of Notice to Proceed to the predicted completion date. The Project Schedule shall be updated as of the cutoff date for the monthly progress pay estimate and submitted to the Project Manager before the payment of the progress pay estimate is approved. The Contractor shall provide a copy of the original bar chart showing, for each feature, the days actually worked and the anticipated days required to complete.

(d) Project Coordination. The Contractor shall coordinate and schedule its work to include anticipated utility work. Various City and private utility entities may be working to install and/or inspect their utilities within the Project area. Reasonable delays should be expected for utility lowering, relocations and placement. These delays shall not be reason for granting any monetary change or performance time alteration to the Contract. As a minimum, the Contractor's Project Schedule shall reflect coordination with the following:

1. City of Colorado Springs City Engineering Division
2. City of Colorado Springs Traffic Engineering Division
3. Colorado Springs Utilities (water, wastewater, gas, electric)
4. City of Colorado Springs Parks, Recreation and Cultural Services Department
5. Private Utility and Telecommunication Companies

(e) Contractor Early Finish or Voluntary Acceleration. Early finish or voluntary acceleration of the schedule by the Contractor is acceptable provided:

1. At the time the Contractor submits the Project Schedule indicating an early finish or voluntary acceleration, the City is notified in writing of actions on the City's part necessary to accommodate the change(s).
2. The City agrees to such change(s) in writing.
3. The City is compensated by the Contractor for any inconvenience or expense associated with the change(s).
4. There is no increase to Contract cost.

A Job Progress Narrative Report shall be submitted bi-weekly as a minimum and with all Project Schedule updates. It shall detail the description of job progress, problem areas, current and anticipated delaying factors and their anticipated effects, impacts to job milestones or Project completion, any corrective action proposed or taken, and any minor revisions to the Project Schedule. If the Job Progress Narrative Report indicates problem

areas and impacts to job milestones or Project completion, a revised Project Schedule shall also be submitted as specified below.

Revision of the Project Schedule may be required, as determined by the Project Manager, for: a major revision in the schedule logic or methods of construction; the addition, deletion, or revision of activities required by Contract modification; delays in milestones or the completion of the Project; or for prosecution of work that revises the phasing or staging which is represented on the plans or on the progress schedule. If in the opinion of the Project Manager, the Contractor falls behind the approved Project Schedule, the Contractor shall take steps necessary to improve Project progress, including those steps that may be required by the Project Manager, without additional costs to the City. In those circumstances where the Contractor is behind schedule, the City may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction planned and to submit such changes and revisions to the Project Schedule to the Project Manager for approval that will demonstrate how the approved rate of required progress will be regained. Failure of the Contractor to comply with the requirements of the Project Manager under this subsection shall be grounds for a determination by the City that the Contractor is not prosecuting the work with sufficient diligence to ensure timely completion of the Contract as required.

If it is determined that a revision to the Project Schedule is required, it shall be provided to the Project Manager for review within 15 Calendar Days of Contractor receiving written notification of the requirement from the Project Manager. The Project Manager's review of the revised schedule will not exceed 5 working days. Revisions required as a result of the Project Manager's review shall be submitted within 5 working days. When accepted by the Project Manager in writing, the revised schedule shall become the Project Schedule.

The Contractor shall participate in the Project Manager's review and evaluation of the submittals. Meetings will be held to review progress and planning when requested by the Project Manager or Contractor. The Project Manager may request additional project scheduling information and documentation as deemed necessary, including reports and other information that may be reasonably generated using CPM software if required by the Contract.

The Contractor shall prosecute the work according to the Project Schedule. The Contractor shall be responsible for assuring that its subcontractors, suppliers, and engineers/surveyors, at any tier, also prosecute the work according to the Project Schedule. The City shall be entitled to rely on the Project Schedule for planning and coordination.

Acceptance of the Contractor's Project Schedule by the Project Manager is not to be construed as relieving the Contractor of obligation to complete the Contract work within the Contract time allowed for the portion of the work or the entire Contract, or granting, rejecting or in any other way acting on the Contractor's request for extension of Contract time, or claims for additional compensation.

All costs relating to preparation, submittal, and acceptance of the Project Schedule, reports and revisions, and all requirements of this subsection will not be paid for separately, but shall be included in the work.



Failure of the Contractor to comply with the requirements of this subsection may be grounds for a determination by the Project Manager that no further progress payments are to be made until the Contractor is in full compliance.

#### **104.02 SCHEDULE OF VALUES**

Promptly following the execution of the Contract Documents for all Firm Fixed Price, lump sum Contracts, the Contractor shall prepare and transmit to the Project Manager two copies of an itemized Project cost breakdown showing the unit quantities of each major construction item and the corresponding unit prices. Such unit prices shall contain all costs including profit and overhead of each item complete in place. The total cost of all the items shall equal the Contract price for the Project. This breakdown, once approved by the Project Manager, will be used primarily in determining payment due the Contractor as provided herein. If, in the opinion of the Project Manager, any unit price submitted by the Contractor is unbalanced, a detailed breakdown of the items contained in the unit will be required.

For Contracts executed on a fixed unit price basis, payment shall be made based on the actual number of units installed or performed that are complete, however, payment shall not exceed the total Contract amount unless previously approved by Change Order.

#### **104.03 SURVEYS**

Unless otherwise specified in the Contract Documents, the City will furnish all site surveys, easements, pipeline licenses, etc., necessary to authorize construction of any permanent works required in the Contract, where such work is to be done on property other than the City's.

The Project limits of construction shall be within the public right-of-way and/or City easements. The Contractor shall not trespass on premises outside of the limits of construction for this Project, unless permission to do so is granted by the property owner in writing. Copies of any such grant shall be furnished to the City prior to the performance of any work outside the limits of construction.

#### **104.04 SUBCONTRACTS**

The Contractor will be permitted to subcontract a portion of the Contract; however, the Contractor shall perform work amounting to 30 percent or more of the original total cost of proposal items. Any items designated in the Contract as "specialty items" may be performed by subcontractor. The cost of "specialty items" so performed by subcontractor may be deducted from the original total cost of proposal items before computing the amount of work required to be performed by the Contractor.

The calculation of the percentage of subcontracted work shall be based on the Contract unit prices rather than subcontract unit prices. Proportional value for a subcontracted partial Contract item will be verified by the Project Manager. For the purpose of calculating the value of subcontracted work, the cost of procuring materials and manufactured products can be included in either the Contract or subcontract. However, when a firm both sells material to a

Contractor and performs the work of incorporating the materials into the Project, these two phases shall be considered in combination and as constituting a single subcontract.

The Contractor shall as soon as practical after signing the Contract notify the Project Manager in writing, giving the names and qualifications, of all subcontractors proposed to do work on the Project within fifteen (15) business days of notice of award. The City shall have the right to reject subcontractors who are debarred or suspended from doing business with the federal government, State government, or the City of Colorado Springs. The Contractor shall notify the Project Manager of each subcontract he awards, giving:

- (a) Name, address, and telephone number of the subcontractor
- (b) Branch of work covered
- (c) Total price of subcontract
- (d) Date of subcontract

It shall be the responsibility of the Contractor to file with the Project Manager copies of applicable permits and licenses required to do the subcontracted work. Subcontracts or transfer of Contract obligations shall not release the Contractor of liability under the Contract and bonds.

#### **104.05 OTHER CONTRACTS**

The City may undertake or award other Contracts for additional work at or near the site of the work under this Contract. The Contractor shall fully cooperate with the other Contractors and with City employees and shall carefully adapt their scheduling and performance of the work to accommodate the additional work, heeding any direction that may be directed by the Project Manager. The Contractor shall not commit or permit any act, which will interfere with the performance of work by any other contractor.

### **SECTION 105 CONSTRUCTION SITE**

#### **105.00 LANDS TO BE USED FOR WORK**

The Contractor shall confine the work activities to the area shown in the construction drawings. The Project Manager will furnish the Contractor with copies of all executed right of way (ROW) and easement documents for the Project. The established work zone shall be marked and secured with orange safety fence. Any additional work area required within adjoining private properties must be acquired by the Contractor by written permission from the property owner. The Contractor shall restore any damage or disruption to other properties utilized in the performance of this Project to an equal or better than pre-construction condition at no cost to the City. The Contractor shall indemnify and hold the City harmless from any claims or losses from damage or disruption of private property.

Contractor shall provide, at its expense and without liability to the City, any additional land

and access thereto that may be required for temporary construction facilities or for storage of materials. All such costs will be considered incidental to the work and will not result in additional cost to the City. Contractor personnel shall not unnecessarily enter upon private property without the express written consent of the landowner. The Contractor shall provide the Project Manager with a copy of the written permission. The Contractor shall indemnify and hold the City harmless from any claims or losses related to Contractor trespassing.

#### **105.01 STORAGE OF MATERIALS**

The Contractor shall confine its equipment, apparatus, the storage of materials and operations of Contractor's workmen to limits indicated by law, ordinances, permits, or directions of the City and shall not encumber the Project site with materials or equipment not necessary for the Project.

#### **105.02 LOADING OF STRUCTURES**

The Contractor shall not load or permit any part of a structure to be loaded with a weight that will endanger the structure's safety. The Contractor shall enforce the Project Manager's instructions regarding signs, advertisements, fires, and smoke.

#### **105.03 SANITARY PROVISIONS**

The Contractor shall provide and maintain on the construction site at all times suitable sanitary facilities for use of those employed on this Contract without committing any public nuisance. All toilet facilities shall be subject to the approval of the El Paso County Public Health Department. All portable toilet facilities for this Project shall be kept on City or State right-of-way as directed by the Project Manager.

#### **105.04 ACCIDENT PREVENTION**

The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The Contractor shall submit to the City an acceptable, comprehensive Safety Plan for review prior to commencement of the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

- a.) All persons on or about the Site or who may be affected by the Work;
- b.) All Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
- c.) Other property at the site or adjacent thereto, including buildings, real property, trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of the Work.

Notwithstanding the foregoing, the City reserves the right to direct the Contractor to stop work and correct an unsafe condition at any time that any person present at the job site identifies any unsafe condition or action. For this purpose only, any person at the job site is authorized to act on behalf of the City, but such intermittent delay shall not be grounds for an increase in the Contract price or schedule.

Precaution shall be exercised at all times for the protection of persons, including employees, and property. The safety provisions of all Federal, State and Municipal laws and any other codes relating to the public safety, shall be strictly observed, and the Contractor shall, at all times, whether or not so specifically directed by the Project Manager, take the necessary precautions to ensure the protection of the public.

Piling, sheeting and shoring shall be utilized where required to prevent any excessive widening or sloughing of a trench which may be detrimental to human safety, traffic flow, a pipe being placed, trees, or to any existing structure.

Excavated materials shall be placed a safe distance from the sides of the trench. Heavy equipment shall not be used or placed near the sides of a trench unless the trench is adequately braced.

The Contractor shall not load or permit any part of a structure to be loaded with a weight that will endanger the structure's safety.

The Contractor shall designate a qualified and experienced safety representative at the Work site(s) whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety plans and programs.

## **105.05**

### **PROTECTION OF THE PUBLIC WORKS AND PROPERTY**

The Contractor shall provide and maintain all necessary watchmen, barricades, lights, and warning signs and take all necessary precautions for the protection of the public. The Contractor shall continuously maintain adequate protection of all work from damage, and shall take all reasonable precautions to protect the City's property from injury or loss arising in connection with the Contract. The Contractor shall make good any damage, injury, or loss to their work and to the property of the City resulting from lack of reasonable protective precautions except such as may be due to errors in the Contract Documents, or caused by agents or employees of the City. The Contractor shall check all cautionary signs at least once a day during this Contract.

The Contractor shall continuously maintain adequate protection of all their work from damage and shall protect the City's and adjacent property from injury arising in connection with this Contract.

The Contractor will be responsible for any and all damage to property, public or private, that may be caused by its operations in the performance of this Contract, and the Contractor shall defend any suit that may be brought against itself or the City on account of damage inflicted

by its operations, and shall pay any judgments awarded to cover such damage and shall indemnify the City for any losses arising out of such damage or related claims.

The Contractor shall be responsible for the restoration of all existing surface or subsurface improvements damaged as a result of construction at no additional cost to the City.

## **105.06**

### **PUBLIC ROADS**

The Contractor in executing the work on this Project shall not unnecessarily impede or interfere with traffic on public highways or streets. Detours, including surfacing, guard rails, temporary bridges and culverts, as may be shown on the drawings, or ordered by the Project Manager to accommodate the general public, residents adjacent to the improvements, and the United States mail shall be provided and maintained by the Contractor in a good workmanlike manner. Any call out of City Barricade Crews shall be charged to and paid for by the Contractor.

All work done within the public right-of-way and/or easements requires a Traffic Control Plan approved by the City Traffic Engineering Division.

The Contractor shall provide and maintain in place all barricades, warning signs, lights and other safety devices required to protect the work, divert traffic, and warn pedestrians of open excavation, unfilled trenches, and other areas or conditions which might be hazardous or dangerous. Detour routings must first be submitted to the City Traffic Engineer for review and approval and shall be signed for the entire route of the detour as required to return the traffic to their street or origination. Detours shall be maintained throughout the period of construction in such a manner as to provide the least amount of disruption to normal traffic flow.

All signing and barricading shall conform to the latest editions of the following:

- (a) Manual of Uniform Traffic Control Devices for Street and Highways (MUTCD)
- (b) City of Colorado Springs Traffic Signage and Markings Manual
- (c) City of Colorado Springs Construction Traffic Control Manual

The City Traffic Engineer may require flag persons or off-duty police officers for traffic direction.

## **105.07**

### **PROTECTION OF EXISTING CURBS, GUTTERS AND DRIVEWAYS**

The Contractor shall exercise care in protecting existing curbs, gutters and driveways. Curbs, gutters and driveways damaged by the Contractor's operations shall be removed and replaced by the Contractor at Contractor's expense.

**105.08****PROTECTING AND REMOVING PLANTINGS**

The Contractor shall protect all existing trees, shrubs and other plantings from above ground and root structure damage during the construction activities. Plantings which are considered to be slightly damaged shall be properly pruned and sealed according to accepted nursery practices. Contractor shall be liable for the costs of any unnecessary damage to plants or trees as determined by the Project Manager. Where plantings are in conflict with new work, as determined by the City Forester (plantings in the public right-of-way) or by the inspector or owner (plantings on private property), the Contractor shall at his expense remove the planting. The Contractor shall coordinate with the City Forester prior to working in the vicinity of plantings in the public right of way.

In all cases, the proper planting season shall be observed to assure proper establishment and growth of the plantings.

Tree branches shall be trimmed back to the trunk, all around, to a minimum height of 8' above the adjacent walkway. Work shall be done only by a licensed Tree Service as provided in City Code Chapter 2, Article 3, Part 3.

**105.09****PUBLIC CONVENIENCE AND SAFETY**

The Contractor shall make every effort to minimize the inconvenience to property owners and to the traveling and pedestrian public, and shall conduct the Work to minimize obstruction to traffic and inconvenience to property owners affected by the Work.

The Contractor shall notify and coordinate the closing and construction of the driveways, curb, gutter and sidewalks with the Project Manager and the adjoining property owners in advance of Work in writing. The Contractor shall provide 72 hours written notice in advance of any construction that may affect access, parking and/or existing structures, including fences adjacent to that property.

Suitable access and parking will be maintained at all times. Access may be limited to half the existing driveway width for limited periods during concrete driveway and street construction. An additional verbal notice shall be provided to each business or property owner 30 minutes prior to the actual access drive closure.

Relocating of fences and structures shall be coordinated with property owners and shall include miscellaneous items including, but not limited to, utility services, street signs and mailboxes, sod replacement, sprinkler system modifications, control boxes, railroad tie walls, etc. If no such items are specifically included in the Contract, these items will be considered incidental to the work and are to be included in the unit prices. The Contractor shall coordinate the salvaging of any materials suitable for re-use with the City Inspector and, if on private property, with the respective property owners.

Any restrictions on street parking or traffic movement shall be coordinated with the City Traffic Engineer.

**105.10****FAILURE TO MAINTAIN SAFE SITE**

If the City becomes aware of failure to comply with applicable safety regulations, the Project Manager may inform the Contractor who shall take immediate steps to remedy the noncompliance. The Project Manager shall give written notification to the Contractor directing it to correct the unsafe acts or conditions. If the Contractor fails to comply with such a notification, the Project Manager may issue a Stop Work order in accordance with this Contract, and work shall only be resumed after adequate corrective actions have been taken to correct the safety deficiencies the Contractor has been notified of. Stoppage of work because of noncompliance with prescribed accident precaution measures shall not be considered a changed condition or changes in work, nor reason for extension of completion time.

In case of injury to persons or property by reason of failure to erect and to maintain necessary barricades, safeguards, and signals, or by reason of any act or omission of the Contractor, or Contractor's subcontractors, agents, or employees, during the performance of this Contract, the City may withhold payments due the Contractor so long as shall be reasonably necessary to indemnify the City on account of any such injuries, but the City's payment or failure to pay any sum shall not be considered a waiver of its right to indemnity under the this Contract.

**105.11****EROSION AND DRAINAGE CONTROL**

Contractor shall provide for the drainage of stormwater and such water as may be applied or discharged on the site in performance of the work per the latest revision of the City of Colorado Springs Drainage Criteria Manual, Volume II. Drainage facilities shall be adequate to prevent damage to the work, the site, and adjacent property.

The Contractor shall prevent the pollution of drains and watercourses by sanitary waste, sediment, debris or other substances resulting from this work. Contractor shall be required to clean up and isolate such materials on a continuing basis to prevent risk of washing into such drainage ways.

Should the affected areas of the Project exceed one acre, a Stormwater Discharge Permit shall be required. Affected area includes excavations, material stockpiles and areas where equipment and vehicles disturb the ground. An exact definition of the affected area should be obtained from the Colorado Department of Public Health and Environment (CDPHE).

**105.12****POLLUTION**

The Contractor shall at all times ensure compliance with applicable Federal, State, and Municipal air, water, and noise pollution laws and ordinances. The Contractor shall at all times have the proper sprinkling equipment available and shall apply water in the amount determined by each site condition or as directed by the Project Manager. The Contractor shall obtain all necessary permits at Contractor's expense, which may include, but not be limited to, El Paso County or a State Air Emission permit, State of Colorado Construction Activity permit, State of Colorado Dewatering permit and Section 404 Corp of Engineers permit, unless otherwise specified in the RFP.

**105.13****TEMPORARY CONSTRUCTION**

All temporary facilities, including the Contractor's field office which it may maintain at the site, and additional offices erected by subcontractors, shall be neatly constructed and arranged on the site in an orderly manner. The Contractor shall prepare and submit to the Project Manager, for approval prior to starting work, a construction plan layout, showing arrangement of storage areas, temporary buildings, equipment, and work areas. The Contractor shall provide suitable weather-tight storage sheds of capacity required to contain all materials which might be damaged by storage in the open. The Contractor shall at all times keep copies of all Contract Documents readily accessible at its office at the site.

**105.14****TEMPORARY WATER SUPPLY**

The Contractor shall provide, at Contractor's own expense, temporary water connections and water supply necessary for the prosecution of the work and permit all contractors on the work to use this supply at a reasonable prorated charge, or by sub-metering. The Contractor shall pay for all water consumed in the work, and shall arrange with Colorado Springs Utilities for temporary connections and payment of service charges. Upon completion of the Contract work, all temporary waterlines shall be removed. The City will devise a method and plan to monitor and enforce the proper use of temporary water. The City will inspect for compliance.

**105.15****TEMPORARY ELECTRICITY**

The Contractor shall arrange with the Colorado Springs Utilities for temporary electricity necessary for the prosecution of the work. The Contractor shall pay for all electric current consumed, and shall permit all contractors on the work to use this supply at a reasonable prorated charge, or by sub-metering.

**105.16****TEMPORARY HEAT**

The Contractor shall provide adequate, temporary heat required during construction. Until the building or work area is enclosed, heavy tarpaulin shall be used to enclose any space requiring heating or protection from weather during construction operations. After the heating plant is in operating condition and the building is enclosed, heat may be provided from the permanent heating plant if such is approved by the Project Manager. In such case, the Contractor shall arrange to operate the plant, connect permanent or temporary radiation or unit heaters, and so maintain the plant during operation that it will be turned over to the City undamaged at the completion of the work. The Contractor shall provide all fuel required. In no case shall salamander heating be used in finished or plastered surfaces; instead, gas-steam radiators, unit heaters, or other suitable and approved means shall be used if the permanent heating plant is not available. This applies only to structures. It does not apply to road improvements or other outdoor improvements.

**105.17****TEMPORARY ENCLOSURES**



The Contractor shall provide and maintain temporary enclosures for the work as may be required to permit continuation of interior work during inclement weather, if wall and roof construction has progressed sufficiently to make interior work possible. This applies only to structures. It does not apply to road improvements or other outdoor improvements.

**105.18 CLEAN-UP**

The Contractor shall at all times keep the work area including storage and staging areas, free from accumulations of waste materials. The Contractor is also responsible for any costs associated with cleanup of debris from the work site or storage areas that may inadvertently be scattered outside the area by weather or vandalism. Upon completion of the work, the Contractor shall leave the work area in a clean neat and orderly condition satisfactory to the Project Manager.

**SECTION 106 ROYALTIES, PATENT INFRINGEMENTS, SPECIAL LICENSES AND PERMITS**

**106.00 ROYALTIES AND PATENTS**

The Contractor shall pay all applicable royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and save the City harmless from loss on account thereof except that the City may be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified, unless the City has notified the Contractor prior to the signing of the Contract that the particular process, design, or product is patented or is believed to be patented.

**SECTION 107 WORK PROVISIONS AND RULES**

**107.00 COMMENCEMENT AND COMPLETION OF WORK**

- (a) Preconstruction Conference. After issuance of Notice to Proceed, or as otherwise established by the City, a preconstruction conference ("Preconstruction Conference") shall be held for review of the construction schedule, Contractor's written list of subcontractors and suppliers, written list of all required permits, project contracts, utility support plan, water control plan, Traffic Control Supervisor name and telephone number, gradations, test results, certifications, review procedures for handling shop drawings and other submittals, processing applications for payment, and other pertinent items.
- (b) At the Preconstruction Conference, the Contractor shall furnish the Project Manager a written list of all permits required for the proper completion of the Contract. The list shall clearly identify the type of permit or permits that must be obtained before work on any particular phase or phases of work can be started.
- (c) The Contractor shall commence work within ten (10) Calendar Days of the date specified on the Notice to Proceed and complete the Contract within the number of



The granting of a time extension for inclement weather does not imply or guarantee that additional compensation for incidental and appurtenant work caused by such weather will be approved or authorized by the Project Manager. Weather delays that can be reasonably anticipated shall not result in increased cost to the City. The Project Manager will be the sole judge as to the reasonableness of delays for inclement weather.

### **107.03**

#### **EXCUSABLE DELAYS**

The Contractor's right to proceed will not be terminated, and the Contractor will not be charged with damages, for delays in completing the work that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include:

- (a) Acts of God or of the public enemy,
- (b) Acts of the government in either its sovereign or Contractual capacity,
- (c) Acts of another contractor in the performance of a contract with the government,
- (d) Fires,
- (e) Floods,
- (f) Epidemics,
- (g) Quarantine restrictions,
- (h) Strikes of employees other than Contractor's employees,
- (i) Freight Embargos,
- (j) Unusually severe weather, or
- (k) Delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers.

### **107.04**

#### **COMPENSATION FOR COMPENSABLE DELAYS**

If the Project Manager determines that a delay is compensable in accordance with the Contract, monetary compensation will be determined in accordance with this subsection.

- (a) These categories represent the only costs that are recoverable by the Contractor. All other costs or categories of costs are not recoverable:
  - 1. Actual, reasonable wages and benefits, including FICA, paid for additional non-salaried labor;

2. Reasonable and actual costs for additional bond, insurance and tax;
  3. Increased, reasonable, and actual costs for materials;
  4. Reasonable equipment costs calculated in accordance with the current edition of the Rental Rate Blue Book of Rental Rates for Construction Equipment for Contractor-owned equipment and based on invoice costs for rented equipment;
  5. Reasonable and actual costs of extended job site overhead;
  6. Reasonable subcontractor's claims (the same level of detail as specified herein is required for all subcontractors' claims)
  7. An additional 10 percent will be added to the total of items (1), (2), (3), (4), (5), and (6) as compensation for items for which no specific allowance is provided, including profit, overhead, and general and administrative expenses.
- (b) In adjustment for costs as allowed above, the City will have no liability for the following items of damages or expense:
1. Profit in excess of that provided in (a) above;
  2. Loss of profit;
  3. Additional cost of labor inefficiencies in excess of that provided in (a) above;
  4. Home office or other overhead or general and administrative expenses in excess of that provided in (a) above;
  5. Consequential damages, including but not limited to loss of bonding capacity, loss of bidding opportunities, and insolvency;
  6. Indirect costs or expenses of any nature in excess of that provided in (a) above;
  7. Attorney's fees, claim preparation fees, and expert fees.

All costs claimed must be documented and accompanied by a written certification from the Contractor.

## **107.05**

### **EMERGENCY WORK**

In an emergency affecting the safety of life or of the work or of adjoining property, the Contractor is, without special instructions or authorization from the Project Manager, hereby permitted to act at Contractor's discretion to prevent such threatening loss or injury. Contractor shall also act, without appeal, if so authorized or instructed by the Project Manager. Any reasonable compensation claimed by the Contractor on account of emergency work shall be determined by mutual agreement or in accordance with the Changes provision of this Contract.

**107.06****VALUE ENGINEERING CHANGE PROPOSALS BY  
THE CONTRACTOR**

The Contractor is encouraged to develop and offer proposals for improved construction techniques, alternative materials and other innovations. Proposals must provide a project comparable to the City's original design either at lower cost, with improved quality, or both. If a Value Engineering Change Proposal (VECP) Proposals shall be submitted only after contract award. If a VECP is rejected, the work shall be completed in accordance with the Contract at the Contract price. The Contractor shall have no claim against the City for compensable or no compensable delay to the Contract based on the failure to respond to a VECP.

The Contractor may submit either a full VECP or a preliminary Conceptual VECP, followed by a full proposal. The City Engineer will provide timely review of all VECPs and advise the Contractor whether the VECP is complete or incomplete. When the VECP is complete, the Project Manager will advise the Contractor of either the approval of the VECP or the reasons for rejection of the VECP.

Cost savings generated to the Contract as a result of VECPs offered by the Contractor and accepted by the Project Manager shall be shared equally between the Contractor and the City.

If the Project Manager determines that the time for response indicated in the submittal under item (c)5 below is insufficient for review, the Contractor will be promptly notified. Based on the additional time needed by the Project Manager for review and the effect on the Contractor's schedule caused by the added time, the Project Manager will evaluate the need for a non-compensable time adjustment to the Contract.

(a) VECPs that will be considered are those that would produce savings to the City or provide improved Project quality without impairing essential functions and characteristics of the Project. Essential functions include but are not limited to: service life, economy of operation, ease of maintenance, desired appearance, safety, and impacts to the traveling public or to the environment during and after construction.

(b) *Submittal of Conceptual Proposal.* For VECPs that require a significant amount of design or other development resources, the Contractor may submit an abbreviated conceptual proposal for preliminary evaluation. The Project Manager will evaluate the information provided and advise the Contractor if any conditions or parameters of the conceptual proposal are found to be grounds for rejection. Preliminary review of a conceptual proposal reduces the Contractor's risk of subsequent rejection but does not commit the City to approval of the full VECP. The following information shall be submitted for each conceptual proposal.

1. A statement that the proposal is submitted as a conceptual VECP.

2. A general description of the difference between the existing Contract and the proposed change, and the advantages and disadvantages of each, including effects on cost, service life, economy of operation, ease of maintenance, desired appearance, safety, and impacts to the traveling public or to the environment during and after construction.
3. A set of conceptual plans and a description of proposed changes to the Contract specifications.
4. An estimate of the anticipated cost savings or increase.
5. A statement specifying:
  - a. when a response to the conceptual proposal from the City is required to avoid delays to the existing contract prosecution,
  - b. the amount of time necessary to develop the full Proposal,
  - c. the date by which a Change Order must be executed to obtain maximum benefit from the VECP, and
  - d. the VECP's impact on time for completing the Contract.

(c) *Submittal of Full Value Engineering Change Proposal.* The following materials and information shall be submitted with each VECP.

1. A statement that the proposal is submitted as a VECP.
2. A description of the difference between the existing Contract and the proposed change, and the advantages and disadvantages of each, including effects on service life, economy of operation, ease of maintenance, desired appearance, safety, and impacts to the traveling public or to the environment during and after construction.
3. A complete set of plans and specifications showing the proposed revisions relative to the original Contract. This portion of the submittal shall include design notes and construction details. The proposed plans and specifications shall be signed and sealed by the Contractor's engineer.
4. A complete analysis indicating the final estimated costs and quantities to be replaced by the VECP compared to the new costs and quantities generated by the VECP. All costs and proposed unit prices shall be documented by the Contractor.
5. A statement specifying the date by which a Change Order must be executed to obtain the maximum cost reduction during the remainder of the Contract.
6. A statement detailing the effect the VECP will have on the time for completing the Contract.

7. A description of any previous use or testing of the proposed changes and the conditions and results. If the VECP was previously submitted on another City project, the VECP shall indicate the date, Contract number, and the action taken by the City.
8. An estimate of any effects the VECP will have on other costs to the City.
9. A statement of life cycle costs, when appropriate. Life cycle costs will not be considered as part of cost savings but shall be calculated for additional support of the VECP. A discount rate of four percent shall be used for life cycle calculations.
10. A statement specifying when a response from the City is required to avoid delays to the prosecution of the Contract.

(d) *Evaluation.* VECPs will be evaluated in accordance with the following:

1. The Project Manager will determine if a VECP qualifies for consideration and evaluation. The Project Manager may reject any VECP that requires excessive time or costs for review, evaluation, or investigations. The Project Manager may reject proposals that are not consistent with the City's design policies and criteria for the Project.
2. VECPs, whether or not approved by the City, apply only to this Contract and become the property of the City. VECPs shall contain no restrictions imposed by the Contractor on their use or disclosure. The City has the right to use, duplicate and disclose in whole or in part any data necessary for the utilization of the Proposal. The City retains the right to utilize any accepted VECP or part thereof on other projects without obligation to the Contractor. This provision is subject to rights provided by law with respect to patented materials or processes.
3. If the City is able to demonstrate that it is already considering certain revisions to the Contract, prior to receipt of the VECP, or has approved certain changes in the Contract for general use that are subsequently proposed in a VECP, the Project Manager will reject the VECP and may proceed to implement these changes without obligation to the Contractor.
4. The Contractor shall have no claim against the City for additional costs or delays resulting from the rejection or untimely acceptance of a VECP. These costs include but are not limited to: development costs, loss of anticipated profits, increased material or labor costs, or untimely response.
5. VECP will be rejected if equivalent options are already provided in the Contract.
6. VECP that only reduce or eliminate Contract pay items will be rejected.
7. The savings generated by the VECP must be sufficient to warrant a review and processing, as determined by the Project Manager.

8. A VECP changing the type or thickness of the pavement structure or changing the design of a bridge will be rejected.
  9. Additional information needed to evaluate VECPs shall be provided in a timely manner. Untimely submittal of additional information will result in rejection of the VECP. Where design changes are proposed, the additional information shall include results of field investigations and surveys, design and computations, and changed plan sheets required to develop the design changes.
- (e) *Payment.* If the VECP is accepted, the changes and payment will be authorized by a Change Order. Reimbursement will be made as follows:
1. The changes will be incorporated into the Contract by changes in quantities of unit items, new agreed unit price items, or both, as appropriate, under the Contract.
  2. The Price of the contract will be revised to reflect the changes in the VECP. The City will pay the Contractor 50 percent of the savings to the City upon completion of the Project. The savings to the City shall be the difference between the cost of the revised work and the cost of the related construction required by the original Contract computed at Contract prices.
  3. Costs incurred by the Contractor for development, design, and implementation of the VECPs will not be reimbursed.
  4. When work performed under an approved VECP is modified to fit field or other conditions, the maximum amount paid for the work will be limited to that which would have been paid if the work had been performed under the original Contract provisions. The rejection or limitation of reimbursement shall not constitute the basis of any claim against the City for delay or for other costs except as allowed under the original Contract.

## **107.07**

### **AUTHORITY OF THE PROJECT MANAGER**

The Project Manager will decide all questions regarding the quality and acceptability of materials furnished, work performed, and the rate of progress of the work, all interpretation of the plans and specifications, and the acceptable fulfillment of the Contract. The Project Manager will perform technical inspection of the work and shall have authority to reject all work and materials which do not conform to the Contract.

The Project Manager has authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract or for the convenience of the City. The Project Manager may order the Contractor, by giving ten (10) days written notice, to suspend, delay, or interrupt all or any portion of the work required by the Contract for a period of up to (10) ten Calendar Days at no additional cost to the City. The Project Manager may immediately stop the work when it is determined that the public's safety and welfare is in jeopardy.



The Project Manager will, within a reasonable time after their presentation to the Project Manager, make decisions in writing on all claims submitted to the City by the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents. The Project Manager's decisions shall be final.

**107.08**

**DUTIES OF THE INSPECTOR**

Inspectors employed by the City are authorized to inspect all work done and materials furnished. Any such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. An inspector is not authorized to alter or waive the provisions of the Contract. An inspector is not authorized to issue instructions contrary to the provisions of the Contract or to act as foreman for the Contractor.

**107.09**

**CONSTRUCTION OBSERVATION AND INSPECTION**

The Project Manager shall at all times have access to the work, and the Contractor shall provide proper equipment, materials and labor as required for such access and inspection.

All equipment, material, and articles incorporated into the work covered by this Contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this Contract. The Project Manager shall have the right to reject materials and workmanship, which are defective, or require their correction. Rejected workmanship shall be satisfactorily corrected and rejected materials shall be removed from the premises and replaced without charge to the City. If the Contractor does not correct such rejected work and remove rejected materials within a reasonable time fixed by written notice, the City may remove them and charge the expense to the Contractor.

Should it be considered necessary or advisable by the Project Manager at any time before final acceptance of the entire work to make an examination of work already completed, by removing or tearing out same, the Contractor shall on request promptly furnish necessary facilities, labor and materials. If such work is found to be defective in any material respect due to fault of the Contractor or his subcontractors, he shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual, reasonable cost of labor and material necessarily involved in the examination and replacement, plus ten (10) percent, will be allowed the Contractor.

All materials to be incorporated in the work, all labor performed, all tools, appliances, and methods used shall be subject to the inspection and approval or rejection of the Project Manager.

If the Project Manager points out to the Contractor, Contractor's foreman, or agent any neglect or disregard of the Contract provisions, such neglect or disregard shall be remedied and further defective work be discontinued immediately.

The Contractor shall execute the work only in the presence of the Project Manager or authorized representative, unless provision has been made for the work to proceed without complete engineering supervision or inspection. The presence of the Project Manager or authorized representative shall in no way relieve the Contractor of any responsibility under this Contract.

The observation of the work by the Project Manager is intended to aid the Contractor in applying labor, materials, and workmanship in compliance with the Contract provisions. Such observation, however, shall not relieve the Contractor from any of Contractor's Contract obligations.

#### **107.10**

#### **CONTRACTOR COOPERATION**

All work under this Contract shall be performed in a skillful and professional manner. The Project Manager shall have the authority to order the Contractor to remove from the work site any employee the Project Manager deems incompetent, careless, or otherwise objectionable to the general public or the City by notify the Contractor of such order in writing.

- (a) Workmen, Methods and Equipment: Permission from the Project Manager to use any particular methods, equipment or appliances shall not be so construed as to relieve the Contractor from furnishing other equipment or appliances or adopting other methods when those in use prove unsatisfactory to the Project Manager, or as to bind the Project Manager to accept work which does not comply with the Contract.

#### **107.11**

#### **CONTRACTOR'S RESPONSIBILITY FOR WORK**

Until the work is accepted by the Project Manager as evidenced by the issuance of the Certificate of Completion, the Contractor shall have the charge and care thereof and shall take every necessary precaution against injury or damage to any part thereof by action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before its completion and acceptance and shall bear the expense thereof.

The Contractor shall be responsible for the preservation of all public and private property, trees, fences, monuments, and other property, along and adjacent to the improvements and shall use suitable precautions necessary to prevent damage to pipes, conduits, and other underground structures. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work, or in consequence of the non-execution thereof on the part of the Contractor, such property will be restored by the Contractor and at Contractor's expense to a condition similar, or equal to that existing before such damage or injury to the satisfaction of the City's Project Manager.

It shall be the responsibility of the Contractor, when moving or operating equipment, to make all arrangements for temporary crossings of telephone, transmission, pipe lines, railroad tracks, and irrigation ditches. This work shall not be paid for as a separate item but shall be considered as incidental to the project.

**PROTECTION OF UTILITIES**

The Contractor's attention is directed to the fact that utilities may encroach on the construction of this Project, and also to the importance of protecting all public/private utilities encountered on this project. These may include telecommunications, cablevision, traffic signal lines, power lines, water lines, sewer lines, gas lines, railroad tracks, and other overhead and underground utilities.

The City does not warrant any survey work or location of utilities or other underground apparatuses whether performed by the City, its agent, or an independent contractor. Contractor understands and agrees any survey or location work performed by the City, its agent, or other independent contractor is provided for guidance purposes only, so as to show the approximate location of underground utilities or apparatuses. Contractor understands the existence or exact location of underground utilities or apparatuses may not be known to the City or the design engineer of record. Contractor, therefore, agrees that it shall verify the existence and location of any underground utilities or apparatus along the route of work. Verification shall be done by potholing or using other methods which will detect the exact depth, dimensions, and location of any underground utilities or apparatus.

Contractor shall be liable for any damages, loss, or claims of whatsoever kind caused by its failure to pothole or use other methods of identifying the exact depth, dimensions, and location of any underground utilities or apparatus. Contractor agrees that any claim of any kind whatsoever, damages, loss, lawsuit, demand, or request for equitable adjustment ("Claims"), shall be waived and the City shall be forever released and discharged from such Claims if Contractor fails to comply with its obligations under this section. Contractor agrees that if it fails to maintain all records or other evidence establishing that it potholed or otherwise determined the exact location, depth, and dimensions of all underground utilities and apparatuses, then it shall not be permitted to make any Claim arising from or related to the location of underground utilities or apparatus.

The size and location of all existing utilities as known to the Project Manager have been noted on the plans for the information and guidance of the Contractor. The Contractor shall be responsible for the location and protection of all utilities located within his working area regardless of whether or not their existence or location is shown or noted on the drawings.

It is the Contractor's responsibility to complete required work and to schedule inspections during normal working hours. The Contractor is responsible for contacting each affected utility for their inspectors' working hours. The Contractor is responsible to request an inspection two (2) working days in advance of the inspection. In the case of an overtime inspection, the request must be in writing. All overtime costs for inspection by Colorado Springs Utilities, or other utilities personnel, shall be the Contractor's expense. The City will not entertain any requests for time extensions for delays caused by the Contractor's failure to properly notify the affected utility of a required inspection or the Contractor's failure to complete the required work by the time of the scheduled inspection.

Any information concerning underground utilities shown on the drawings is intended to be merely an aid to the Contractor. The accuracy of information with respect to underground utilities is not guaranteed. The Contractor shall make their own investigation, including

exploratory excavations, to determine the locations and type of existing mains or service laterals or appurtenances when their presence can be inferred from the presence of other visible facilities, such as building, manholes, inlets, meters and junction boxes, on or adjacent to the site of the work. If the Contractor discovers utility facilities not identified in the plans or specifications or in a position different from that shown in the plans and specifications, the Contractor shall immediately notify, verbally and in writing, the Project Manager and Owner of the utility facility.

Before any excavation is begun in the vicinity of water lines, railroad tracks, or structures, sewer lines, telecommunication conduits or cablevision line, each utility company, including Colorado Springs Utilities (if applicable), department, or company concerned must be notified in advance of such excavation, and such excavation shall not be made until an authorized representative of the utility concerned is at the site.

All utilities encountered must be kept in operation by the Contractor and must be protected and/or repaired at the Contractor's own expense, unless otherwise specified in the Contract documents. The Contractor shall be held liable for all damages to any and all public utilities encountered on the project, which damages are due to the Contractor's operations. Such damages shall include all physical damages to utilities and also all damages due to interruption of service of such utilities, when such damages and interruptions are caused by the Contractor's operations.

Where alterations or moving of utilities is not required to permit construction of the project, the Contractor shall take such measures as the Project Manager may direct to properly protect these utilities throughout his construction operations and shall cooperate at all times with the proper authorities and/or owners in maintaining service of railroads, conduits, pole lines, transmission lines, pipe lines, sewers, etc., affected by this project.

The costs of damages due to the Contractor's operation shall not be allowable under this Contract and shall result in no additional cost to the City. The cost of protecting utilities where alteration or relocation is not required to permit construction of the project shall be considered as included in the original Contract price for the project and shall result in no additional cost to the City.

Should any pipe line, water lines, or gas mains, electrical conduits, sewer pipes, overhead wiring, telecommunication lines, power lines, or any other such utilities, not specifically mentioned and provided for elsewhere as a part of this Contract, have to be moved, repaired, reconditioned, or revised due to the construction, or moved temporarily to permit construction of the project the party or parties owning and operating such utilities shall perform the actual work of moving, repairing, reconditioning, or revising such utilities. Any such work would be added via change order, and the cost of this work will be borne by Colorado Springs Utilities, the utility companies involved, or other means arranged by the City.

(a) Existing Utilities

1. Existing Gas Lines: As of April 1, 1983, Federal law requires anyone who uncovers a gas line to report it to the gas company and allow it to be inspected by the gas company personnel before it is backfilled. Colorado Springs Utilities or other

provider is to be notified prior to any excavation around gas lines. A Colorado Springs Utilities, or other applicable provider, inspector is to be notified and present on site prior to construction activities around gas lines.

2. Existing Sewer Mains and Services: All relocation, replacement protection shown on the plans or determined necessary by the inspector shall be performed according to the latest Colorado Springs Utilities Wastewater Standard Specifications. Minimum 48 hours' notice must be given to Colorado Springs Utilities prior to any related work.
3. The Contractor shall adjust sanitary sewer manhole rims to an elevation acceptable to Colorado Springs Utilities. The Contractor shall contact Colorado Springs Utilities twenty-four (24) hours prior to manhole rim adjustments.
4. Existing Water Mains and Services: All relocation, replacement or protection shown on the plans or determined necessary by the inspector shall be performed according to the latest Colorado Springs Utilities Water Standard Specifications and the Water Service Standard Specifications. Minimum 48-hour notice must be given to Colorado Springs Utilities prior to any related work. Colorado Springs Utilities reserves the right to schedule any operations at their discretion and to provide for any requirements determined necessary to perform the work. The Contractor shall coordinate with the Colorado Springs Utilities and receive their approval prior to performance of the work.

(b) Utility Support Systems:

1. If required by the Contract documents, or requested by the Project Manager, the Contractor shall submit shop drawings for the method of temporary support for all existing utilities during construction. The temporary support details for existing utilities shall be submitted for review and approval prior to performance of the work. Shop drawings must bear the seal of a Professional Project Manager registered in the State of Colorado, unless so waived by the City.
2. Regardless of City approved shop drawings, the Contractor shall be responsible for the satisfactory support of the utility system and any damages that may occur to the utility involved.

(c) Electric Utility Installation:

1. Any electric facilities unless otherwise noted are to be relocated or modified by Colorado Springs Utilities. The Contractor shall coordinate the work with Colorado Springs Utilities and Colorado Springs Utilities Contractor.
2. Light Pole Installation or Relocation:
  - a. The Contractor is responsible for coordinating with Colorado Springs Utilities, removing existing light pole foundations, constructing new light pole foundations, installing new conduits, and installing lighting junction boxes.

The Contractor is responsible for coordinating with Colorado Springs Utilities for the de-energizing and removal of existing light poles.

- b. Colorado Springs Utilities will remove the existing light standards, reset the light standards upon completion of the new foundations, conduit and junction boxes, pulling wire, and beginning operations of the lighting within the project limits. The Contractor is responsible for scheduling and coordination with Colorado Springs Utilities crews for reinstallation and re-energizing completed light poles.
- (d) Gas Utilities: The Contractor is responsible for coordinating with Colorado Springs Utilities for the relocation of existing Gas lines. Colorado Springs Utilities will relocate the existing gas lines as necessary to install project improvements within the project limits. The Contractor is responsible for scheduling and coordination with Colorado Springs Utilities crews.
- (e) Telecommunication Agencies: Any telephone facilities unless otherwise noted are to be relocated or modified by the respective private utility company. The Contractor shall coordinate the work with the respective private utility company.
- (f) Cablevision: The television utilities are to be relocated by the cable provider. The Contractor shall coordinate the work with any affected cable provider.

#### **107.13**

#### **FEDERAL FUNDS**

If this Contract is a federally assisted construction contract all applicable federal requirements, terms and conditions, provisions and forms shall apply. Additionally, during the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause
2. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has

inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding a notice advising the labor union or workers representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Secretary of Labor, State of Colorado Civil Rights Commission and any other governmental agency entity which may be assisting with the funding under this Contract for purposes of investigation to ascertain compliance with such rules, regulations and orders.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any such rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further government Contracts or Federally assisted construction Contracts in accordance with the procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or otherwise provided by law.
8. The Contractor shall include the provisions of Paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the city, state, or any federal governmental entity may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the city, the state, or the United

States to enter into such litigations to protect the interests of such governmental entity.

**107.14 SUPERINTENDENCE**

The Contractor shall give the work the constant attention necessary to facilitate the progress thereof and shall cooperate with the Project Manager and with other contractors or Colorado Springs Utilities employees in every way possible. The Contractor shall have at all times, on the work, as Contractor's agent, a competent superintendent capable of reading and thoroughly understanding the Plans and Specifications, and who shall have the necessary authority to receive and promptly execute the instructions and orders from the Project Manager or the Project Manager's authorized representative. Such superintendent shall be furnished irrespective of the amount of work sublet. The Contractor shall supply the Project Manager with a list of phone numbers at which the Contractor and its superintendent and foreman can be reached at any time. The assigned superintendent must adhere to the cooperation requirements specified in this Contract and is subject to removal if so ordered in writing by the Project Manager.

**107.15 PREPARATION**

All vegetation, stumps, and debris and other objectionable objects shall be removed from the area staked out by the Project Manager, and where necessary from the area immediately adjacent thereto. Such debris shall be hauled from the site of the construction and wasted as directed by the Project Manager.

**107.16 STAKING WORK**

The Project Manager may provide reference points (horizontal and vertical control) only, unless otherwise noted in the proposal and project specifications. The Contractor shall engage the services of a licensed surveyor or surveying firm (hereinafter referred to as the Surveyor) to be approved by the Project Manager. The Surveyor shall perform all detailed construction layout and staking including the staking of all storm sewer, street improvements, and utility relocations in accordance with the plans and specifications. The Contractor shall be responsible for the correctness and accuracy of the detailed layout of finished structures.

Any instrument man or survey assistant employed on the work by the Contractor or his subcontractors, who are judged by the Project Manager to be incompetent, shall be removed from the work and replaced by a competent individual.

**107.17 DEVIATION ALLOWED**

Finished surfaces in all cases shall conform to lines, grades, cross sections and dimensions shown on the approved drawings or described in the Specifications. Deviations from the approved drawings and working drawings as may be required by the expedencies of construction, in all cases, must be determined by the Project Manager and authorized in writing. If the Project Manager deems it inexpedient to correct work injured or done in an unauthorized manner, an equitable deduction from the Contract price of the work done shall



be made by the Project Manager subject to approval of the City Procurement Services Manager.

**107.18 RIGHT-OF-WAY**

The City's right-of-way will in general be adequate for construction purposes. Nothing marked on the drawings shall be interpreted as giving the Contractor exclusive occupancy of the territory provided by the City. The City and its employees for any purpose, and other contractors of the City, for any purpose required by their respective contracts, may enter upon or occupy any portion of the land furnished by the City. When the territory of one contract is a necessary or convenient means of access for the execution of another contract, such privileges of access or any other reasonable privilege shall be granted by the Contractor to the extent, amount, in the manner and at times necessary. No such joint occupancy or use of the territory shall be made as the basis of any claim for delay or damages.

**107.19 SHOP DRAWINGS AND SUBMITTALS**

The Contractor shall submit to the Project Manager all shop drawings and submittals required for the work, including those pertaining to structural and reinforcing steel within fifteen (15) Calendar Days from the date of the Notice of Award. The Contractor shall make any corrections in the drawings required by the Project Manager and resubmit the same without delay.

Three final copies of all shop drawings (if applicable), submittals (if applicable) and schedules shall be submitted to the Project Manager, who after checking will retain two copies and return one copy to the Contractor. The Project Manager's approval of shop drawings of equipment and material shall extend only to determining the conformity of such equipment and materials with the general features of the design drawings prepared by the Project Manager. It shall be the responsibility of the Contractor to determine the correctness of all dimensions and minor details of such equipment and materials so that when incorporated in the work, correct operations will result.

**107.20 RECORD DRAWINGS**

The Contractor shall maintain an up-to-date set of Contract drawings and Contract records, legibly marked; depicting all constructed improvements at the site or as otherwise specified and shall submit a complete set labeled "Project Record" to the Project Manager upon completion of the Project.

(a) Drawings:

1. Depths of various elements of foundation in relation to finish floor datum.
2. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements and Project survey control.
3. Location of internal utilities and appurtenances concealed in the construction, referenced to permanent surface improvements and project survey control.

4. Field changes of dimensions and detail.
5. Changes made by Change Order.
6. Details not on original Contract drawings.

(b) Specifications and Addenda:

1. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
2. Changes made by Change Order.

**107.21**

**MATERIALS**

Unless otherwise stipulated in the Specifications, all workmanship, equipment, materials, and articles incorporated in the work covered by this Contract are to be new and of the best grade of their respective kinds for the purpose. The Contractor shall furnish to the Project Manager for the Project Manager's approval, the name of the manufacturer of machinery, mechanical and other equipment, which he contemplates installing, together with their performance capacities and other pertinent information including but not limited to instruction manuals pertaining to the use and operation of such machinery, mechanical and other equipment.

When required by the Specifications, or when called for by the Project Manager, the Contractor shall furnish for approval full information concerning the materials or articles which he contemplates incorporating in the work. Samples of materials shall be submitted for approval when so directed. Machinery, equipment, materials, and articles installed or used without such approval shall be at the risk of subsequent rejection.

**107.22**

**MATERIAL INSPECTION AT PLANT**

If the Project Manager inspects the materials at the source, the following conditions shall be met:

- (a) The Project Manager shall have the cooperation and assistance of the Contractor and the materials producer.
- (b) The Project Manager shall have full entry to all parts of the plant necessary for the manufacture or production of the materials being furnished.
- (c) Adequate safety measures shall be provided and maintained.

The City reserves the right to retest all materials which have been previously tested or inspected. The retesting may be prior to or after incorporation of the materials into the work. Those materials inspected and tested after delivery on the Project or after incorporation into the work that do not meet the requirements of the Contract will be rejected and replaced at no additional cost to the City.

**107.23****HANDLING MATERIALS**

All materials shall be handled so their quality and fitness for the work is preserved. Aggregates shall be transported to the work in vehicles constructed to prevent loss or segregation of materials.

**107.24****CITY FURNISHED MATERIALS**

Material furnished by the City will be made available to the Contractor at the points specified in the Contract.

The cost of handling and placing materials after they are made available to the Contractor shall be considered as included in the Contract price for the item, and shall result in no additional cost to the City.

The Contractor will be held responsible for all material received until it is incorporated into the work and accepted.

Demurrage charges resulting from the Contractor's failure to accept the material at the designated time and point of delivery will be deducted from monies due the Contractor.

**107.25****BUY AMERICA REQUIREMENTS**

All manufacturing processes, including the application of a coating, for all steel and iron products permanently incorporated in the work shall have occurred in the United States of America. All manufacturing processes are defined as "processes required to change the raw ore or scrap metal into the finished, in-place steel or iron product". This requirement will not prevent a minimal use of foreign steel or iron provided the total project delivered cost of all such steel and iron which includes the cost of delivering the steel and iron to the Project, does not exceed one-tenth of one percent of the total Contract cost or \$2,500, whichever is greater.

With every steel or iron product that requires pre-inspection, pretesting, certified test results, or certificate of compliance, the Contractor shall provide a certification by each supplier, distributor, fabricator, and manufacturer that has handled the steel or iron product that every process, including the application of a coating, performed on the steel or iron product either has or has not been carried out in the United States of America. These certifications shall create a chain of custody trail that includes every supplier, distributor, fabricator, and manufacturer that handles the steel or iron product. The lack of these certifications will be justification for rejection of the steel or iron product. Upon completion of the Project, the Contractor shall certify in writing of compliance with this requirement and provide evidence of the Project delivered cost of all foreign steel or iron permanently incorporated into the Project.

**TESTING OF MATERIALS**

Tests and Inspections. The City will employ and pay for the services of an approved testing laboratory to perform specified services for the field testing of:

- (a) Soil Compaction Control
- (b) Cast-in-Place Concrete
- (c) Asphalt Concrete Pavement

The Contractor shall perform, or arrange for the performance, and pay all costs in connection therewith, all other tests and inspections required by the Contract documents. The Contractor shall pay for all testing laboratory services in connection with tests verifying conformance of proposed materials and installation with project requirements including, but not limited to, mix designs, riprap, gradation tests for embedment, fill and backfill materials. The City shall pay for testing laboratory services in connection with tests on materials after incorporation into the project, unless retesting of materials is necessary because of the failure of the materials to meet the Project requirements. The Contractor shall obtain the City's written acceptance of the testing laboratory before having services performed.

(a) Requirements for Independent Testing Consultants.

1. Consultants shall comply with "Recommended Requirements for Independent Laboratory Qualifications", latest edition, published by the American Council of Independent Laboratories, and basic requirements of ASTM E-329, "Standards of Recommended Practice for Inspection and Testing Agencies for Concrete, Steel, and Bituminous Materials as Used in Construction", latest edition.
2. The Contractor shall submit to the City for prior approval, the name and address of the proposed testing laboratory with description of personnel, facilities, equipment and other qualification data, including certificate of calibration of applicable testing equipment made by an accredited calibrated agency no more than twelve (12) months prior to submittal date.

(b) Test Reports

1. Testing agency shall be instructed to submit directly to the City three (3) copies of all reports of tests or inspections made, showing compliance, irregularities or deficiencies, identifying Project, date of test, location in Project, applicable specification section, applicable standard(s) for compliance, observations relating to compliance, name and signature of inspector.

(c) Contractor Responsibilities

1. Furnish access to the work, materials, equipment and labor required to accommodate inspections and tests when testing laboratory is retained by the City. In the event retesting of materials or recompaction is necessary because of the

failure of the materials or compaction to meet the Project requirements, the cost of said retesting shall be borne by the Contractor. Cost of said retest will be deducted from the final payment amount due the Contractor, or invoiced directly to the Contractor at the City's discretion.

(d) Reliance on Technical Data

Without warranty or representation as to the accuracy or completeness of any information or data, Contractor may rely upon the general accuracy of the "technical data" contained in the reports, specifications and drawings. The "technical data" is identified in the work technical specifications, drawings and reports that are signed and sealed by a registered Professional Engineer, Architect or Landscape Architect in the State of Colorado. Except for the reliance on the general accuracy of the "technical data," Contractor may not rely upon or make any claim against the City with respect to:

1. the accuracy or completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions, and information contained in the reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

**107.27**

**UNANTICIPATED CIRCUMSTANCES**

Contractor understands that this is a firm fixed price contract and so long as there are no changes in the scope of work or unanticipated circumstances as provided in subsection A-C below, Contractor must deliver the project for the agreed price. The parties agree that not every circumstance can be anticipated or known at the time this Contract was executed. Compensation for unanticipated circumstances, limited to subsections A –C, shall, at the City's sole discretion, be provided by the following method(s): (1) Unit prices previously approved; (2) allowing additional compensation on a time and materials method, not to exceed an agreed-to amount; (3) an agreed lump sum; and/or (4) the actual cost of:

- (a) labor (including foreman and additional supervision, if necessary);
- (b) materials necessary for incorporation into the Project;
- (c) rental cost of construction plant and equipment used for work;
- (d) Power and fuel required for operation of power equipment necessary to perform work;
- (e) Contractor shall provide to the City physical evidence of all costs, including, but limited to, payroll, invoices, vouchers, estimates, bills, accounting records, or other relevant records. Contractor agrees that its failure to provide evidence of a claimed cost shall be a waiver of such cost(s) and the City shall be released and forever

discharged from any claim of any kind whatsoever, loss, damages, request for equitable adjustment, or demand related thereto. Contractor further agrees that, at the City's discretion, a fixed fee, not to exceed 10% of the costs of work shall be added to such costs as compensation for the cost of management, insurance, benefits, bond, profit, and any other expenses.

To the extent unanticipated circumstances arise, Contractor shall follow the procedures and processes set forth herein and, if applicable, the Dispute Resolution provisions of this Contract. Contractor agrees that its failure to follow the processes set forth herein and the Dispute Resolution process shall forever waive, release, and discharge the City from any claim of any kind whatsoever, damages, losses, lawsuits, or demands known or unknown. Additionally, the terms "detail" or "particularity" mean specificity, providing the exact basis and reason therefor with citations to the Contract or Contract Documents. Vague or ambiguous references such as "other matters" or "other costs" shall not be permitted and are not subject to any compensation method whatsoever.

A. Differing Site Conditions or Changed Conditions: A differing site condition or changed condition means subsurface, latent, or unknown physical site conditions that are materially different than that which is indicated in the contract and which is not ordinarily encountered and generally recognized in the work provided for in the Contract.

Contractor understands the City must be permitted the opportunity to timely investigate all differing site/changed condition matters; document conditions as they existed on the site at the time; take measurements, photographs, witness statements and the like; negotiate a compromise resolution with the Contractor and/or subcontractors; and avoid the cost, expense and delay of formal litigation.

Upon discovering a differing site condition, the Contractor shall not disturb the conditions and immediately contact the Project Manager. Within five days of discovering the condition, the Contractor shall provide written notice to the Project Manager of the condition. The written notice shall describe the condition with particularity; provide the precise material difference of the condition from the Contract, design plans, and/or other Contract Documents; describe, in detail, how the condition is not a condition that would be ordinarily encountered and generally recognized in the work provided for in the Contract; and provide a detailed explanation, including all accounting and other evidence supporting, Contractor's losses, costs, delays, and changes in time required for performing the work. Contractor agrees that any claim, loss, damage, delay, or change in time that is not supported by evidence shall be disallowed. Contractor waives and forever releases and discharges the City from any claim of whatsoever kind, loss, damages, demand, and/or request for equitable adjustment whether known or unknown by disturbing the condition before notifying the Project Manager and by failing to provide timely detailed written notice as required herein. Any issue which is not provided for, in detail, in the written notice shall also be waived and the City shall be forever released and discharged from any claim

whatsoever, loss, damage, or request for equitable adjustment, or demand arising therefrom.

After Contractor fully complies with the provisions in this section and after receiving the written notice, the Project Manager shall promptly investigate the condition and determine whether such condition materially differs from that indicated in the Contract Documents and whether it is a condition that would not ordinarily be encountered and generally recognized in the work provided for in the Contract. If the Project Manager determines the condition is a "differing site condition," then a Change Order shall be issued describing the differing site condition and compensation method agreed to by the parties. By signing the Change Order, Contractor agrees the City shall be released and fully discharged from any claim whatsoever, loss, damage, request for equitable adjustment, or demand arising from the matters described in the Change Order. The parties shall also sign a document which describes in detail each condition and each claim, loss, damage, delay, or change in time related to that particular condition which was agreed to and fully resolved as well as any condition and each claim loss, damage, delay, or change in time related to that particular condition which is disputed.

If the Contractor disputes, disagrees with, or otherwise considers unfair any decision or ruling by the City, then Contractor shall, within 10 Calendar Days, provide the City with written notice of the dispute as set forth in the dispute section of this Contract and shall follow the dispute resolution process provided therein.

**B. Defective or Deficient Construction Plans or Documents:** A defective or deficient construction plan or document means a material error, mistake, oversight, or omission in the design plans or documents providing the specifications depicting the general and detail features of the work to be performed.

Upon discovering a defect or deficiency, the Contractor shall immediately contact the Project Manager. Within five days of initially advising the Project Manager of the defect or deficiency, the Contractor shall provide written notice to the Project Manager. The written notice shall describe the defect or deficiency with particularity explaining why it is a material defect or deficiency; provide precise detail explaining why the defect or deficiency is not something Contractor should know how to do or why the defect or deficiency is not a condition that would be ordinarily encountered and generally recognized in the work provided for in the Contract; and provide a detailed explanation, including all accounting and other evidence supporting, Contractor's losses, costs, delays, and changes in time required for performing the work. Contractor agrees that any claim, loss, damage, delay, or change in time that is not supported by evidence shall be disallowed. Contractor agrees that it shall waive and forever release and discharge the City from any claim of whatsoever kind, loss, damages, demand, and/or request for equitable adjustment whether known or unknown by failing to immediately notifying the Project Manager and by failing to provide timely detailed written notice as required herein. Any issue which is not provided for in the written notice shall also be waived and the City shall be forever

released and discharged from any claim whatsoever, loss, damage, or request for equitable adjustment, or demand arising therefrom.

After Contractor fully complies with the provisions in this section and after receiving the written notice, the Project Manager shall promptly investigate the condition and determine whether such matter is a “defective or deficient design plan or document” as defined herein. If the Project Manager determines the matter is a “defective or deficient design plan or document,” then a Change Order shall be issued describing the defective or deficient design plan or document, the correction and compensation method agreed to by the parties. By signing the Change Order, Contractor agrees the City shall be released and fully discharged from any claim whatsoever, loss, damage, request for equitable adjustment, or demand arising from the matters described in the change order. The parties shall also sign Form A of this Contract which describes in detail each condition and each claim, loss, damage, delay, or change in time related to that particular condition which was agreed to and fully resolved as well as any condition and each claim loss, damage, delay, or change in time related to that particular condition which is disputed.

If Contractor disputes, disagrees with, or otherwise considers unfair any decision or ruling by the City, then Contractor shall, within 10 Calendar Days, provide the City with written notice of the dispute as set forth in the Dispute Resolution section of this Contract and shall follow the dispute resolution process provided therein.

C. Changes in Work and Additional/Extra Work (fixed price contract): When additional information through excavation, testing, site investigation, differing site conditions, or otherwise is obtained the City shall have the right to alter, change the location, re-design, change the work, add to the work, accelerate work, or reduce work, change the method or manner of performance, change services, and/or change materials described in the Contract (collectively “Changed Work”).

If the City changes work, then a Change Order shall be issued by the Project Manager. Contractor shall not be required to perform any Changed Work without a Change Order issued by the Project Manager. Such Changed Work shall be performed under the terms set forth in the original Contract and compensated as agreed in this section of the Contract.

If Contractor disputes any Changed Work or compensation method for such Changed Work requested by the City or set forth in a Change Order, Contractor shall, without delay, perform such work. Within 10 Calendar Days of receiving the Change Order, Contractor shall provide the City with written notice of the dispute as set forth in the Dispute Resolution section of this Contract and shall follow the dispute resolution process provided therein. Contractor further agrees that any issue not provided for, in detail, in the written notice shall also be waived and the City shall be forever released and discharged from any claim whatsoever, loss, damage, or request for equitable adjustment, or demand arising therefrom. Any matter resolved through the Dispute Resolution process shall be set forth in Form A of this Contract which describes in detail each Changed Work, including the compensation method, which was agreed to and fully resolved. By signing Form A, Contractor agrees that the City shall be



released and fully discharged from any claim whatsoever, loss, damage, request for equitable adjustment, or demand arising from the matters described in Form A.

If Contractor does not dispute any Changed Work or the compensation method for such work, then Contractor shall sign the Change Order and agrees that the City shall be released and fully discharged from any claim whatsoever, loss, damage, request for equitable adjustment, or demand arising from the matters described in the Change Order.

Contractor agrees that the Project Manager shall have the authority to make minor changes in the work which do not involve additional costs and are not inconsistent with the purpose and scope of the work.

If the City finds it necessary or advisable, the City may omit, increase, or decrease any items as it may deem necessary or desirable without changing the unit prices in the proposal, provided such increase or decrease does not exceed 15% of the total monetary value of the original Contract. If material or labor involved in such change is not included in the unit prices of the Contract, but forms an inseparable part of the work to be done under this Contract, and the delay involved in asking for the bids or proposals and the letting of a new contract therefore might result in damage, injury, or impairment of the plant, work system, or other property belonging to the City, the City may in its discretion declare an emergency and require Contractor to proceed with such alterations and additions. The Contract shall not be required to perform such work or furnish extra materials without a Change Order issued by the Project Manager.

## **107.28**

### **DISPUTE RESOLUTION**

Mindful of the high cost of litigation, not only in dollars, but also in time and energy, the parties intend to and do hereby establish the following out-of-court alternate dispute resolution procedure to be followed in the event any dispute, claim of any kind, loss, damage, demand, request for equitable adjustment, or controversy should arise out of, or relating to this Contract or relating to any Change Order or other changes or addendums to this Contract. During the dispute resolution procedure provided in this section, Contract shall continue to perform the work as provided for in this Contract as modified by any Change Order or Contract amendment. Nothing in this section precludes the parties from pursuing any other remedy afforded by the laws of the State of Colorado once the remedies afforded under this Contract have been complied with and exhausted.

- A. Disputes Arising from Unanticipated Circumstances: If Contractor disputes, disagrees with, or considers any decision, order, ruling, demand, request, directive, Change Order, or Contract amendment, related to the Unanticipated Circumstances provision of this Contract, and issued by the City, whether verbally or in writing, then Contractor shall:
1. Within 10 days of the City issuing any written or verbal decision, order, ruling, demand, request, directive, Change Order, or Contract amendment, Contractor shall provide written notice to the Project Manager identifying, with specific detail, each disputed

matter. Any Unanticipated Circumstance dispute or matter of any kind or nature whatsoever, which Contractor does not identify in detail shall be waived and the City is released and fully discharged from any claim whatsoever, loss, damage, request for equitable adjustment, or demand arising from any matter not explicitly set forth in the written notice and described in detail;

2. Contractor shall provide to the City all evidence of any claim of whatsoever kind, loss, damages, delay cost, or other costs, including, but not limited to payroll reports, daily logs, invoices, accounting file, receipts, email, or other relevant record or document. Any item claimed by Contractor shall be supported by verifiable evidence described herein. If Contractor requires additional time to obtain or compile such evidence, then the Contractor shall have an additional 30 days, but must identify the exact document(s) or other evidence needed, where it is maintained, and explain why it is not available. The City shall not be responsible for any delay or other damage arising from Contractor's request for additional time to obtain documents. Any item unsupported by verifiable evidence shall be waived and Contractor agrees to release and fully discharge the City from any claim of whatsoever kind, loss, damage, request for equitable adjustment, or demand related to such unsupported item.
3. Upon receipt of Contractor's written notice, the Project Manager will investigate the disputed matter(s) and issue a written decision, ruling, order, and/or directive to Contractor. If Contractor does not dispute the Project Manager's decision, ruling, order, or directive, or a compromise has been reached, then Contractor shall sign Form A. If Contractor disputes or disagrees with the Project Manager's Ruling, then within 20 days of receiving the Project Manager's decision, ruling, order, and/or directive, Contractor must file with the City a written request for review to the City Engineer or City's Manager of the Procurement Services Division. The written request for review shall (a) state in detail the exact issue raised to the Project Manager and the issue(s) related to those matters raised to be reviewed by the City Engineer or Procurement Services Manager; (b) provide an analysis, detailing the basis, reason therefor and the how and why Contractor disagrees with the Project Manager's decision, ruling, order, or directive; and (c) attach all evidence supporting Contractor's dispute. If Contractor fails to provide a timely written request for review to the City Engineer or Procurement Services Manager, then Contractor agrees that it waives, releases, and forever discharges the City from any claim of whatsoever kind, loss, damage, request for equitable adjustment, or demand arising from or related to the Project Manager's decision, ruling, order, or directive.
4. The City Engineer's or Procurement Services Manager's decision shall be final and conclusive for the City of Colorado Springs. If Contractor disputes, disagrees with, or considers such decision unfair, then Contractor shall be free to pursue any other remedy afforded by the laws of the State of Colorado. If Contractor does not dispute the City Engineer's or Procurement Services Manager's decision, ruling, order, or directive or a compromise is reached, then Contractor shall sign Form A.
5. Contractor shall pay the City reasonable attorney's fees and costs associated with its failure to comply with any part of this alternate dispute process.

C. All Other Claims: If a dispute, disagreement, or controversy of any kind, other than those covered in the Unanticipated Circumstances section of this Contract, arises from or is related to the Contract, shall be resolved under the Disputes section in the Contract.

**107.29**

### **REMOVAL AND SUSPENSION FOR DEFECTIVE WORK**

All work or material which has been rejected shall be remedied or removed and replaced in an acceptable manner. Additional compensation will not be allowed for such removal and replacement. Any work done beyond the lines and grades shown on the drawings, except as herein provided, will be considered as unauthorized and will not be measured or paid for. Work so done may be ordered removed at the Contractor's expense. Should the Contractor fail to comply promptly with any order of the Project Manager made under the provisions of this paragraph, the Project Manager shall have the authority to cause said work to be removed and to deduct the cost from any money due, or to become due, from the Contractor. At any time during the course of construction of this project if the provisions of the Plans, Specifications, or Contract provisions are being violated by the Contractor or his employees, the Project Manager shall have the right and authority to order all construction to cease or material to be removed, until arrangements satisfactory to the Project Manager are made by the Contractor for resumption of the work in compliance with the provisions of the Contract.

The Contractor shall promptly remove from the premises all materials and work rejected by the Project Manager as failing to meet Contract requirements, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute Contractor's own work in accordance with the Contract and without expense to the City and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

All removal and replacement work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected work and materials within ten (10) days' time thereafter, the City may, upon ten (10) days written notice, sell such materials at auction or at private sale and retain the proceeds without compensation to the Contractor.

**107.30**

### **CLEANING UP AND FINAL INSPECTION**

The Contractor shall at the completion of the work, remove all rubbish from and about the work and all tools, equipment, scaffolding, and surplus materials and shall leave the work clean and ready for use. If not completed by Contractor, the City may remove the rubbish and surplus materials and charge the cost to the Contractor.

All sewers, conduits, pipes, and appurtenances and all tanks, pump wells, chambers, buildings, and other structures shall be kept clean during construction and as the work or any part thereof approaches completion, the Contractor shall systematically and thoroughly clean and make any needed repairs to them. Contractor shall furnish at Contractor's own expense, suitable tools and labor for removing all water and cleaning out all dirt, mortar, and foreign substances. Any undue leakage of water into the structures such as to make the work, in the opinion of the Project Manager, fall short of first class work, shall be promptly corrected by the Contractor at Contractor's own expense.

Cleaning and repairs shall be arranged, so far as practicable, to be completed upon finishing the construction work. Notice to begin the final cleaning, and repairing, if such is needed, will be given by the Project Manager, who at the same time will make his final inspection of the work. The Project Manager will not approve the final estimate of any portion of the work until after the final inspection is made and the work is found to be satisfactory.

**107.31 CUTTING AND PATCHING**

The Contractor shall do all cutting, fitting, or patching of work that may be required to make its several parts fit together or to receive the work of other contractors shown upon, or reasonably implied by the Plans and Specifications for the completed Project.

Cold or wet weather conditions that do not permit a permanent asphalt pavement replacement will require a minimum 2" bituminous pavement patch prior to opening the area to traffic as a temporary measure until the permanent asphalt pavement replacement can be installed. This item shall be incidental to any work requiring such removal of asphalt and will be considered to be included in the unit price of the related item of work.

Any cost caused by defective or ill-timed work shall be borne by the Contractor.

The Contractor shall not endanger any work by cutting, digging, or otherwise and shall not cut or alter the work of any other Contractor without the consent of the Project Manager.

**107.32 FINAL TESTS**

After completion of the work, the Contractor shall make any and all tests required by the Specifications or by municipal, state, or federal regulations, and where so provided in said regulations shall furnish the City with certificates of inspection by the applicable regulatory bodies. The Contractor shall also make all tests required by the National Board of Fire Underwriters for the purpose of determining insurance rates or other protection of the City or the public.

**107.33 CORRECTION OF WORK AFTER FINAL PAYMENT**

Neither the final payment nor any provision in the Contract Documents shall relieve the Contractor of the responsibility for negligence or faulty materials or workmanship within the extent and periods provided by law and by this Contract.

**107.34 NO WAIVER OF LEGAL RIGHTS**

Upon written notice that the Contractor considers all work complete, the Project Manager will make a pre-final inspection with the Contractor and will notify the Contractor in writing of incomplete or defective work revealed by the inspection. The Contractor shall promptly remedy such deficiencies.

After the Contractor has remedied all deficiencies to the satisfaction of the Project Manager and delivered all construction records including record drawings, maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection and other documents (all as required by the Contract Documents), the Contractor will be promptly issued a Certificate of Completion by the Project Manager stating that the work is acceptable.

Upon completion of the Contract, the City will make final inspection and notify the Contractor of acceptance. Final acceptance shall not preclude the City from correcting any measurement, estimate, or certificate made before or after completion of the Contract, nor from recovering from the Contractor or Surety, or both, overpayments sustained because the Contractor failed to fulfill the obligations under the Contract.

The Contractor shall be liable to the City for latent defects, fraud, or such mistakes as may amount to fraud, or as regards the City's rights under any warranty or guarantee.

For all non-federally funded projects, the following additional requirements shall apply:

- (a) All work shall be constructed in compliance with standard construction codes, and all materials and workmanship must be guaranteed for a period of two years from the date of final acceptance. If any defect in the work in violation of the foregoing warranty arises, Contractor shall, upon receipt of written notice of such defect, promptly furnish, at no cost to the City, design and engineering, labor, equipment, and materials necessary to correct such defect and cause the Work to comply fully with the foregoing warranty and Contract Documents. This obligation shall survive both final completion of and final payment for the Work. The City shall not be invoiced for any of costs of warranty work, and Contractor shall not be entitled to submit any claim for an increased fee arising therefrom. The Contractor guarantee period (two-year warranty period) will not begin until the Contract is 100 percent complete, as determined by the Project Manager. Acceptance of the 100 percent complete work shall be requested in writing by the Contractor. Any item requiring repair and/or replacement prior to expiration of the two-year warranty period shall be guaranteed for a period of one-year after the date of said correction or repair or for the remainder of the two-year warranty period, whichever is longer.
- (b) In placing orders for equipment, the Contractor shall purchase such equipment only under a written guarantee from the respective manufacturers that the equipment supplied will function satisfactorily as an integral part of the completed Project in accordance with the Plans and Specifications. Furthermore, the Contractor shall require that the manufacturer agree in writing at the time an order of equipment is placed that manufacturer will be responsible for the proper functioning of the equipment in cooperation with the Contractor, and that whenever necessary during the installation period or tuning up period following construction period, the manufacturer will supply without additional cost to the City, such superintendence and mechanical labor and any adjustments and additional parts and labor needed to make the equipment function satisfactorily, even if the same was not shown on approved shop drawings.

**107.35****ACCEPTANCE**

- (a) *Partial Acceptance.* If, during the performance of the project, the Contractor satisfactorily completes a unit or portion of the Project, such as a structure, an interchange, or a section of road or pavement that can be used advantageously for traffic, the Project Manager may make final inspection of that unit. If the Project Manager finds that the unit has been satisfactorily completed in compliance with the Contract, the Contractor may be relieved of further responsibility for that unit except as otherwise provided in these general provisions. Partial acceptance shall not void or alter any of the terms of the Contract.
- (b) *Final Acceptance.* Upon notice from the Contractor of presumptive completion of the entire Project, the Project Manager will make an inspection. If the work provided for by the Contract has been satisfactorily completed, that inspection shall constitute the final inspection and the Project Manager will notify the Contractor in writing of final acceptance indicating the date on which the Project was inspected and accepted.
- (c) If the inspection discloses any unsatisfactory work, the Project Manager will give the Contractor a written list of the work needing correction. Upon correction of the work, another inspection will be made. If the work has been satisfactorily completed, the Project Manager will notify the Contractor in writing of the date of final inspection and acceptance. Final acceptance under this subsection does not waive any legal rights contained in the No Waiver of Legal Rights section of this Contract.

**SECTION 108****PAYMENTS AND ACCEPTANCE OF WORK****108.00****PAYMENTS AND RETAINAGE**

Payments will be made, and required retainage withheld if applicable, in accordance with this section as the work progresses at the end of each month or as soon thereafter as practicable in compliance with C.R.S. Title 24, Article 91, on statements made and approved by the Project Manager. In preparing statements, only completed work will be taken into consideration. No payment will be made for materials in storage and/or delivered to the site, unless otherwise approved by the City.

Payment for work performed by the Contractor under the Contract Documents will be made at the approved unit price or lump sum price for each of the several items as listed in the proposal and measured as hereinafter specified. Such payment shall compensate the Contractor for all costs in connection with furnishing all labor, equipment and material required and performing the operations necessary to complete the item in accordance with the Contract Documents. All incidental work essential to the completion of the Project in a workmanlike manner, and including cleanup and disposal of waste or surplus material, shall be accomplished by the Contractor without additional cost to the City. The cleanup and disposal of waste or surplus material shall be performed during construction or as soon after as is reasonably possible in order to better maintain the aesthetics and safety of the construction area. Payment will be made for the actual quantities constructed or installed, unless otherwise noted in these Contract Documents. However, any changes to plan quantity

must be approved through proper Change Order procedures, said quantities being measured as specified in the Contract Documents.

- (1) If the Contract exceeds one hundred fifty thousand dollars (\$150,000.00), and is for the construction, alteration, or repair of any highway, public work, or public improvement, structure, and the Contractor has provided Performance and Payment Bonds: the City shall authorize partial progress payments of the amount due under this Contract monthly, or as soon thereafter as practicable, to the Contractor, if the Contractor is satisfactorily performing the Contract. If the City finds that satisfactory progress is being achieved during any period for which progress is to be made, the City may authorize payment to be made in full without withholding retainage. However, if satisfactory progress has not been made, the City may retain a maximum of ten percent (10%) of the amount of the requested payment until satisfactory progress is achieved. When the work is substantially complete, the City may retain from the remaining unpaid balance that amount the City Procurement Services Manager, at the advice of the Project Manager, considers adequate for protection of the City, suppliers, subcontractors, laborers, vendors, etc., provided that such retainage shall not exceed five percent (5%) of the amount due, and shall release to the Contractor all the remaining funds associated with completed and acceptable work.

If satisfactory progress has not been made the withheld percentage of the Contract price of any such work, improvement, or construction shall be retained on an invoice-to-invoice basis and shall not be cumulative. In other words, if the Contractor is not performing satisfactorily the City will hold ten percent (10%) of what is actually due to the Contractor. For example, if the Contractor is behind schedule and has successfully completed fifty percent (50%) of the work, the City will only pay forty percent (40%) of the invoice, withholding ten percent (10%) of what is due until the Contractor gets back on schedule.

- (2) Whenever a Contractor receives payment pursuant to this section, the Contractor shall make payments to each of the subcontractors of any amount actually received which were included in the Contractor's request for payment to the City for such subcontracts. The Contractor shall make such payments within seven (7) Calendar Days of receipt of payments from the City in the same manner as the City is required to pay the Contractor under this section if the subcontractor is satisfactorily performing under the Contract with the Contractor. The subcontractor shall pay all suppliers, sub-subcontractors, laborers, and any other persons who provide goods, materials, labor, or equipment to the subcontractor any amounts actually received which were included in the subcontractor's request for payment to the Contractor for such persons, in the same manner set forth in this subsection (2) regarding payments by the Contractor to the subcontractor. If the subcontractor fails to make such payments in the required manner, the subcontractor shall pay those suppliers, sub-subcontractors, and laborers interest in the same manner set forth in this subsection (2) regarding payments by the Contractor to the subcontractor.

At the time a subcontractor submits a request for payment to the Contractor, the

subcontractor shall also submit to the Contractor a list of the subcontractor's suppliers, sub-subcontractors and laborers. The Contractor shall be relieved of the requirements of this subsection (2) regarding payment in seven (7) days and interest payment until the subcontractor submits such list. If the Contractor fails to make timely payments to the subcontractor as required by this section, the Contractor shall pay the subcontractor interest as specified by Contract or at the rate of fifteen percent (15%) per annum, whichever is higher, on the amount of the payment which was not made in a timely manner. The interest shall accrue for the period from the required payment date to the date on which payment is made. Nothing in this subsection (2) shall be construed to affect the retention provisions of any Contract.

- (3) If the Contractor is not progressing in accordance with the Project Schedule or not performing quality work in accordance with the specifications, the City Procurement Services Manager, at the advice of the Project Manager may withholding retainage up to and including ten percent (10%) of the total contract amount.

#### **108.01**

#### **PAYMENTS WITHHELD PRIOR TO FINAL ACCEPTANCE OF WORK**

The City may withhold or nullify the whole or part of any certificate of payment to such extent as may be necessary to protect it from loss caused by:

- (a) Defective work not remedied.
- (b) Claims filed or reasonable evidence indicating probable filing of claims by other parties against the Contractor.
- (c) Failure of the Contractor to make payments properly to subcontractors or for material or labor.
- (d) Damage to another contractor.

When the above grounds are removed, payment will be made for amounts withheld because of them.

#### **108.02**

#### **ACCEPTANCE OF FINAL PAYMENT**

If the work is finally accepted by Project Manager under the terms and conditions of the Contract the entire balance found by the Project Manager to be due the Contractor, including the retained percentage, less any retention based on; (1) the Project Manager's estimate of the fair value of the claims against the Contractor; and (2) the cost of completing the incomplete or unsatisfactory items of work with specified amounts for each incomplete or defective item of work; and (3) retentions required by law, shall be due and payable to the Contractor. The date of completion is the date as specified in the Certificate of Completion issued by the Project Manager.

Upon completion of the work under the Contract and before the Contractor will receive or be paid for the Project Manager's final statement, the City Procurement Services Division shall post a notice in the Colorado Springs Gazette that the City has accepted such work as completed according to the Plans and Specifications and rules set forth in the Contract; that



the Contractor is entitled to final settlement; that after the date specified in the Notice, the City will pay the full balance due under the Contract; and that persons having claims for labor or material furnished the Contractor must present their claim to the City Procurement Services Division prior to the date specified for such payment. Nothing herein shall be construed as relieving the Contractor and the Sureties on the Contractor's bonds from any claim or claims for work or labor done or materials or supplies furnished in the execution of the Contract.

The making and acceptance of the final payment shall constitute a waiver of all claims by the Contractor against the City.

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and the Project Manager so certifies, the City may, upon Certificate of Completion by the Project Manager, and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, and acceptance of the payment shall constitute a waiver of all claims by the Contractor but acceptance of the work shall not constitute a waiver of City claims against the Contractor.

Advertising for Final Payment and processing of the Final Pay Request shall not take place until after the Contractor has submitted Sales and Use Tax Forms to the City and said forms have been reviewed and approved by the City Sales Tax Office.

## **SCHEDULE C- SCOPE OF WORK**

Project Title: Black Squirrel Creek at USAFA

Calendar days to complete Project: 49 days

Work Details: Reconstruct existing drainage channel downstream of The Farm Pond 6. Install Rock Vanes, soil rip rap outlet structure, storm manhole and pipe and riparian and upland plantings.

Items for Importance:

- A. USAFA approval of separate right of entry agreement and maintenance agreement are pending at the time of advertisement. Contract will be executed upon approval of these documents which should occur no later than May 14<sup>th</sup>, 2021. If documents are not approved prior to this date, the Project will not be awarded
- B. Construction will be monitored jointly by the City and USAFA
- C. Limits of disturbance shall be clearly identified prior to any grading work on USAFA property. Disturbance outside of this area will not be tolerated (Preble's Mouse Habitat).
- D. Discharge from pond outlet pipe (existing 18" CI pipe) shall be conveyed through temporary piping systems to downstream of project area.
- E. Topsoil shall be excavated and placed in stockpiled areas to the maximum extent practicable for reapplication to disturbed areas within the channel area
- F. Warranty of three years on wetland and upland grasses beginning after project substantial completion.
- G. Since on-site willows will be leafed out, Contractor must obtain willows and cottonwood poles from a vendor who has collected plant materials when they were in dormancy and have been stored in a cool and moist environment (must be dormant when planted).

## **SCHEDULE D- TECHNICAL SPECIFICATIONS**

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

### **INDEX OF REVISIONS AND ADDITIONS SECTION REVISED OR ADDED**

105 Construction Site  
510 Steel Sheet Pile  
620 Drainage Channels  
626 Rock Vanes  
627 Mobilization  
900 Seeding, Fertilizer, Blanket, an Mulching  
901 Willow Stakes and Cottonwood Poles  
910 Erosion and Sediment Control  
920 Water Control and Dewatering  
925 Clearing and Grubbing  
950 Survey and Red Line Drawings

## TECHNICAL SPECIFICATIONS

### **ADDITION OF SECTION 105.01 LANDS TO BE USED FOR WORK**

Section 105.01C is hereby added as follows:

Accidental or unanticipated discoveries of archaeological resources may occur within the Work Area. When discoveries occur, the proper actions must be taken to minimize damage to these resources and to ensure that legal requirements are met.

It is a federal offense, under the provisions of ARPA and 32 CFR Part 229, to excavate, remove, damage, or otherwise deface any archaeological resources located on federal lands, without authorization. The provisions of ARPA apply to archaeological material greater than 100 years in age, regardless of the NRHP status of the site where they are found. Any person wishing to excavate or remove archaeological resources from an USAF installation must apply for an ARPA permit. USAF-contracted work is exempted from the permitting provision of ARPA. In the event of a permit request, the USAFA Cultural Resources Manager (CRM) shall notify the AFCEC Section CRS.

To better assist in facilitating ARPA permitting, the following procedures apply:

USAFA, City or Contractor personnel that make or become aware of a potential archaeological discovery on installation lands shall:

- Immediately notify the City Project Manager (PM) or CRM of the nature and location of the discovery; and
- Immediately cease potentially damaging activities and take efforts to ensure protection of resources until arrival of the CRM or designee.

The CRM shall:

- Notify Security Forces of the discovery to facilitate their protection;
- Ensure that all archaeological items are left in place and that no further disturbance is permitted to occur;
- Sufficiently identify the location of the discovery to provide efficient relocation, yet take efforts to minimize the types of signs that could attract personnel and place the discovery in danger; and
- Direct installation personnel and contractors to take efforts to resume mission-associated activities in a reasonable and timely manner if possible.

Security Forces shall:

- Notify the Wing Commander regarding the location, nature, and circumstances of the discovery; and

- Provide security/protection for the site to prevent unauthorized disturbance, looting, or vandalism.

If human remains are discovered or if there is sufficient reason to suspect that human remains are present, the CRM shall:

- Determine (with the aid of a coroner or forensic anthropologist) if the remains are human, and whether or not they are associated with an archaeological deposit.
- If the remains are not human, and not associated with an archaeological deposit, work may continue.
- Invite consultation with Native American tribes, as appropriate. If a qualified professional finds the human remains to be Native American, the provisions of NAGPRA apply. Follow the procedures outlined in 43 CFR Part 10 or in existing installation NAGPRA agreements with tribes.

### **ADDITION OF SECTION 510 STEEL SHEET PILE**

Section 510 is hereby added as follows:

#### **510.1 Description**

This section covers all members to be used in the construction of steel sheet pile. This Specification also covers the installation of steel sheet piling and trimming of the sheet pile to the lines and grades shown on the drawings or as required. This work also includes pre-drilling to facilitate driving sheet pile to the designated elevations.

#### **510.1.01 SUBMITTALS**

- A. Provide qualifications of proposed sheet pile installer.
- B. Contractor shall provide information from the manufacturer that indicates the sheet piling meets or exceeds the Specifications listed in this section.
- C. Contractor shall submit verification from the manufacturer that the hammer can deliver the required energy.
- D. Splice locations, if necessary, shall be reviewed and accepted by Engineer prior to installation.

#### **510.1.02 QUALITY ASSURANCE**

- A. Installer Qualifications: Sheet piling installer shall have, as a minimum, three (3) successful past installations of sheet piling of comparable overall heights and sections and comparable penetration into soils similar to those found on the Project.

#### **501.2 MATERIALS**

- A. All steel sheet piling shall be new and un-spliced material throughout, unless otherwise reviewed and accepted by Engineer.
- B. Steel sheet piles and special fabricated shapes shall be of a design that ensures continuous interlock throughout the entire length when in place.
- C. Steel sheet piling shall meet the requirements of ASTM A328, (Grade 50).
- D. Steel corners, tees, wyes, and crosses shall meet the requirements of ASTM

A328 or ASTM A690.

- E. Steel sheet piles required for the project shall be the type and weight shown on the drawings. Sheet piling shall be constructed with a weathering finish.
  - a. Additional length beyond those indicated on the drawings may be required to provide for trimming of tops of sheet piling.
- F. The interlocks between steel sheet pile sections shall be configured such that the average width of the annular space between all contact points of the interlocks shall be a maximum of one-eighth (1/8) inch, as determined by Engineer.
- G. Steel sheet piles and interlocks shall not have excessive kinks, camber or twist that would prevent the pile from reasonably free sliding to grade.
- H. All fabricated connections shall be made with the use of angles or bent plates, as necessary, and shall be adequately welded or connected with high strength bolts as accepted by Engineer.
- I. Handling Holes:
  - a. If handling holes are provided, they shall be two (2) standard two and nine sixteenth (2-9/16) inch diameter handling holes located six (6) inches from one end.
  - b. The holes shall be plugged by welding a piece of steel over the hole prior to installing any boulders, fabric, backfill or drop structure cap.
  - c. The plated hole shall be watertight.
- J. STORAGE AND HANDLING
  - a. Do not subject piles to damage by impact bending stresses in transporting to and storing piles onsite.
  - b. Store and handle piles such that corrosion protection coating will not be damaged.

### **501.3 EXECUTION**

- A. Do not begin sheet pile installation until the earthwork in the area where the piles are to be driven has been completed to the extent that the grade elevation is at no more than twelve (12) inches above or below the top of the piling elevation as indicated on the drawings.

#### **501.3.02 PREPARATION**

- A. Any fill along the alignment of the sheet pile must be in place to sub-grade elevations and compacted prior to driving the sheet pile.
- B. Fill material (except riprap, boulders, bedding and grout) is not to be placed around the sheet pile after the sheet pile is in place.

#### **501.3.03 INSTALLATION**

- A. General:
  - 1. All welding or gas cutting shall be in accordance with the current standards of the American Welding Society.
  - 2. Virtual Refusal:
    - a. Steel sheet piling shall be driven to the depths shown on the drawings or to virtual refusal.

- b. Virtual refusal is defined 6.2 mm/s with an approved vibratory hammer.
  - c. A pile hammer shall be used to determine virtual refusal.
  - d. The hammer shall be operating at the manufacturer's recommended stroke and speed when virtual refusal is measured.
- B. Sheet Piling Driving:
- 1. Steel sheet piling shall be assembled before driving and then driven as a continuous wall, progressively in stages to keep the piles aligned correctly and minimize the danger of breaking the interlock between the sheets.
  - 2. Steel sheet piling shall be driven to form a tight bulkhead.
  - 3. A driving head shall be used and any piling which is damaged in driving or which has broken interlocks between sections shall be pulled and replaced at Contractor's expense.
  - 4. The piling shall be driven within the following tolerances:
    - (1) Alignment:
      - (a) Sheet pile shall be driven to form a relatively straight line between the termini points shown on the drawings.
      - (b) Horizontal deviation of any point from a straight line connecting the two ends of the wall section shall be a maximum of six (6) inches.
      - (c) Plumbness: Each individual sheet pile section shall be driven vertical, within a horizontal tolerance of two percent (2%) of any vertical length measured along the pile.
    - (2) Elevation:
      - (a) Tops of sheet pile sections shall be within a tolerance of one (1) inch from plan elevations. Elevations of top of pile shall be surveyed and provided to the engineer prior to grout placement.
      - (b) Contractor shall not be paid for excess sheet pile trimmed off the end of the pile to meet final grade.
      - (c) Contractor shall brace and/or provide soil grading as necessary during construction operations to provide lateral stability for the sheet pile wall. The sheet pile wall has been designed for the soil grades of the final configuration denoted on the drawings only. Other temporary configurations during the construction period shall not be allowed.
      - (d) Care shall be taken during driving to keep from causing deformations of the top of the piles, splitting of section, or breaking of the interlock between sections. Care shall also be taken during driving to prevent and correct any tendency of steel sheet piles to twist or get out of plumb.
      - (e) Steel Z piling shall be driven with the ball-end leading. Proper care and planning shall be used to allow for this construction procedure in both immediate and possible future walls.
      - (f) Alternate Z piles shall be reversed end for end for proper interlocking in the "normal" position. Piles shall also be aligned properly to maintain a "normal" driving width.
      - (g) For sheet piles driven into the native soils, pre-drilled soils, or excavated soils a vibratory driver may be used provided the required depth is obtained. For sheet piles being driven into bedrock, a vibratory hammer designed to deliver a driving force of at least 53 tons to a pile at a rate of 1,700 vibrations per minute shall be used

to obtain the required depth or virtual refusal. The sheet pile must drive at a rate of less than 1-inch per minute to be classified/defined as "refusal".

- (h) Steel sheet pile that is full length as shown on the drawings and is required to be driven below the specified cutoff elevation shall be spliced with additional steel sheet piling with a full penetration butt weld.

## **REVISION OF SECTION 620 DRAINAGE CHANNELS**

Section 620 of the Standard Specifications is hereby revised as follows:

Under Subsection 621.01, add the following:

CONTRACTOR to review and familiarize themselves with the project Geotechnical Evaluation Report prepared by Vivid Engineering Group, included with the bid package.

Revise Subsection 621.04 to delete the words "at no additional cost to the owner" and replace with "all of the costs for dewatering shall be included in the Lump Sum bid price for Water Control and Dewatering".

Under Subsection 621.05 Add the

Following: Excavation and

Trench Construction

Excavations into the on-site soils will likely encounter relatively shallow groundwater and caving soils. The contractor is responsible for designing and constructing stable, temporary excavations as required to maintain stability of both the excavation sides and bottom. All excavations should be sloped or shored in the interest of safety following local, and federal regulations, including current OSHA excavation and trench safety standards.

Under Subsection 621.05 Modify the Following:

In Paragraph B modify the compaction standard for cohesionless soils to be 95% maximum Modified Proctor dry density (ASTM 1557) at +2% optimum moisture content.

Add Subsection 621.055 "**Muck Excavation and Replacement**"

Where excavation to the finished grade or subgrade results in a subgrade consisting of unsuitable saturated soil, the Engineer may require the Contractor to remove and replace the unsuitable material with approved material compacted in a maximum of 8-inch loose lifts to a minimum of 95% maximum dry density



Modified Proctor (ASTM 1557) at +/- 2% optimum moisture content to re-establish the finished grade or sub-grade. Unstable material shall be removed from the project site and disposed of by the Contractor. Muck Excavation and Replacement will not be paid for separately but will be considered incidental to the bid item that it is associated with.

Add Subsection 621.056 **“Rock Excavation and Replacement”**

Unless otherwise specified, rock shall be excavated to a minimum depth of 0.5 foot below subgrade within the limits of the channel area, and the excavation shall be backfilled with material shown on the drawings or as designated by Engineer.

Rock Excavation will not be paid for separately but will be considered incidental to the bid item that it is associated with. Disposal of material and replacement with suitable approved material shall be at Contractor's expense.

Under Subsection 622.03 Add the Following:

When completing construction during wet or cold weather, grade the site such that surface water can drain readily away from the work areas. Promptly pump out or otherwise remove any water that may accumulate in excavations or on subgrade surfaces and allow these areas to dry before resuming construction. The use of berms, ditches and similar means may be used to prevent stormwater from entering the work area and to convey any water off site efficiently.

If earthwork is performed during the winter months when freezing is a factor, no grading fill, structural fill or other fill should be placed on frozen ground, nor should frozen material be placed as fill. Frozen ground should be allowed to thaw or be completely removed prior to placement of fill. A good practice is to cover the compacted fill with a “blanket” of loose fill to help prevent the compacted fill from freezing.

If structures are erected during cold weather, foundations or other concrete elements should not be constructed on frozen soil. Frozen soil should be completely removed from beneath the concrete elements, or thawed, scarified and recompact. The amount of time passing between excavation or subgrade preparation and placing concrete should be minimized during freezing conditions to prevent the prepared soils from freezing. The use of blankets, soil cover or heating as required may be utilized to prevent the subgrade from freezing.

Excavation or Embankment (Fill) work either completed or in a stage of completion that is either eroded or washed away or becomes unstable due to either rains, snow, snow melt, channel flows or lack of proper water control shall be either removed and replaced, re-compacted or reshaped as directed by the Engineer and in accordance with the Drawings and Specifications at Contractor's sole expense. Removed unsuitable materials shall be hauled away and disposed of at Contractor's expense. Placing of replacement materials for removed unsuitable

materials shall be purchased, placed and compacted at Contractor's expense. All embankment fill material shall be compacted in a maximum of 8-inch loose lifts to a minimum of 95% maximum dry density modified proctor per ASTM 1557. Moisture content shall be within a range of  $\pm 2\%$  optimum moisture content.

Subgrade should be prepared as described in Section 4.2.2 of the project Geotechnical Evaluation Report. Probing with a steel rod will be required to verify stable foundation material, if designated on the Drawings or when ordered by the Engineer. Areas found to be soft and/or unstable and those areas which failed shall be ripped, scarified, wetted if necessary, and re- compacted to the requirements for density and moisture at Contractor's expense.

Probing shall be done with equipment and in a manner acceptable to the Engineer. Probing as ordered by the Engineer shall not be measured and paid for separately but shall be included in the unit prices bid for the work.

**Under Subsections 622.03.A and 622.03B, add the Following, and the table below shall replace items 1,2, & 3 in both these sections:**

Fill materials should be placed in horizontal lifts compatible with the type of compaction equipment being used, moisture conditioned, and compacted in accordance with the following criteria:

**COMPACTION SPECIFICATIONS**

FILL LOCATION	MATERIAL TYPE	PERCENT COMPACTION (ASTM D 1557)	MOISTURE CONTENT
Drop Structure Foundation Subgrade/Channel Bottom Fill	On-site Granular Soils or Approved Imported Structural Fill	92 minimum	$\pm 2\%$ of optimum
Slope Re-Grading/			
Cutoff Wall Backfill			
Utility Trench Backfill (if applicable)			

Fill should be placed in level lifts not exceeding 8-inches in loose thickness and compacted to the specified percent compaction to produce a firm and stable surface. If field density tests indicate the required percent compaction has not been obtained, the fill material should be reconditioned as necessary and recompacted to the required percent compaction before placing any additional material.

This being a drainage where unstable/pumping conditions are common, stabilization using techniques such as shoving rock or installation of

geogrid/aggregate is common and should be anticipated where stable conditions cannot be obtained through moisture controls and compaction.

If during construction seepage is noticed behind locations of new side slopes, installation of a back drain consisting of permeable sand/aggregate and a relief pipe(s) are highly recommended to avoid slumping/failure of newly constructed side slopes.

When an embankment or fill is to be made and compacted against hillsides or fill slopes steeper than 4:1, the slopes of hillsides or fills shall be horizontally benched to key the embankment or fill to the underlying ground. Where slopes are no steeper than 1:1, each bench should be cut a minimum of 5 feet horizontally into the slope of the hillside, and native material shall be removed and recompacted as the embankment or fill is brought up in layers. Material thus cut shall be recompacted along with the new material. In areas where the existing slope is near vertical, the bucket of a track-hoe (or similar equipment) should be used to create smaller benches into the existing slope walls as filling progresses. As indicated above, if seepage is exiting slopes where new fill is to be placed, drain material will be required beneath the fill to prevent hydrostatic build-up and slump failures. Hillside or fill slopes 4:1 or flatter shall be prepared as discussed in this section.

Under Subsection 622.05

Modify section to reflect that testing shall be ordered and performed at the contractor's expense based upon the testing schedule in this section. Quality Assurance testing may be ordered by the City and performed at the owner's expense.

## **ADDITION OF SECTION 626 – ROCK VANES**

Section 626 is hereby added to the Standard Specifications and shall include the following:

### **626.01      DESCRIPTION**

This WORK shall consist of installing grouted boulders constructed at the location (s) shown on the DRAWINGS.

#### **MATERIALS**

##### **A. Boulders**

1. Boulders shall meet the requirements of Section 642
2. Rhyolite rock shall not be used for any grouted boulders.
3. Gradation:
  - a. Each load of boulders shall conform to the dimensions called out on the drawings and defined as follows:

Nominal Size (inches)	Nominal Size (feet)	Range in Smallest Dimension of Individual Rock Boulders (inches)	Maximum Ratio of Largest to Smallest Rock Dimension of Individual Boulders
24	2	20-28	1.5
30	2.5	26-34	1.5
36	3	32-40	1.5
42	3.5	38-46	1.5
48	4	40-56	1.5

- b. Control of gradation will be by visual inspection.
  - 1) In the event Engineer determines the boulders to be unacceptable, Engineer will pick two random truckloads to be dumped and checked for gradation.
  - 2) Mechanical equipment and labor needed to assist in checking gradation shall be provided by Contractor at no additional cost to Owner if the boulders do not meet the specified gradation.
  - 3) If the boulders do meet the gradation specified, Owner will pay for the equipment and labor required for checking.
- 4. Color:
  - a. The color of boulders shall be consistent throughout the project.

**626.02 CONSTRUCTION**

Items shall be placed at the locations as shown on the drawings and installed with the following requirements:

- 1. Subgrade:
  - a. The subgrade to receive each boulder shall be excavated and any unstable material shall be removed.
  - b. Boulders shall be placed on subgrade without granular bedding unless approved by Engineer.
  - c. Material approved by Engineer shall be placed and compacted in a maximum of four-inch (4") lifts to ninety five percent (95%) of Maximum Modified Proctor Density (ASTM 1557) to re-establish the subgrade of each boulder.
  - d. Unstable material shall be removed from the site and disposed of by Contractor. Removal and replacement of unstable material shall only be completed at the direction of Engineer
  - e. Subgrade shall be excavated a minimum of 6" to a maximum of 12" behind boulders.
  - f. Backfill behind boulders shall be compacted to ninety five percent (95%) Maximum Modified Proctor Density (ASTM 1557). Care shall be taken during compaction to avoid disturbing and/or damaging the integrity of the boulder channel edge.
  - g. Finished grades and subgrade for boulders shall be determined from the height of each boulder used.

2. Boulders
  - a. The top of all boulders shall be as indicated on the drawings.
  - b. The boulders shall be carefully picked and arranged so that adjacent rock surfaces match within two (2) inches in top elevation and two (2) inches along the vertical exposed face or channel side of rock.
  - c. Boulders shall be placed such that adjacent boulders “touch” each other and voids do not exceed four (4) inches. It is the intent of construction to minimize voids. Check voids between boulders with smaller rocks
  - d. Contractor shall support the boulders from falling over before and during the placement of backfill and while completing compaction work on either side of the boulder.

### **ADDITION OF SECTION 627 – MOBILIZATION**

Section 627 is hereby added to the Standard Specifications and shall include the following:

#### **627.01        DESCRIPTION**

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

The location of the project is within sensitive cultural and environmental areas. A Pre- Construction meeting will be convened prior to work being initiated to discuss these areas to eliminate any impacts outside of those areas permitted for work.

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

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

#### **SUBSECTION 900.01 IS REVISED AS FOLLOWS:**

Delete the first paragraph and replace with the following:

"This work shall consist of soil preparation; furnishing and drilling or sowing seed; mulching or blanket the seeded areas in accordance with these specifications, accepted horticultural practice, and in reasonably close conformity with the locations and details shown on the plans or as designated. The seeded areas shall be the limit of work and areas disturbed by access, staging, and stockpiling.

## SOIL PREPARATION

A. Provide soil preparation for all seeded areas

B. Deliver, Storage, and Handling

1. Take adequate measures to control offensive odors caused by delivery, stockpiling and spreading of soil amendments.
  - a. Stockpile material on site at a location approved by the Owner's Representative.
  - b. Avoid stockpiling soil amendments for more than seven consecutive days prior to spreading.
  - c. Incorporate materials into the ground as soon as possible.

C. Organic Material

1. Soil amendment shall be organic material. Acceptable organics are: Class 1 compost. The organic material shall have an acidity in the range of pH 5.5 to 8.5, shall not exceed 3 mmhos/cm. salt content, shall not contain harmful levels of fecal coliform, salmonella, metals, or other materials of health concern, shall have AmmoniaN/NitrateN and carbon/nitrogen ratios that indicate maturity of the compost, and shall have a 40% to 50% organic content. Sand, gypsum or peat moss are unacceptable materials. The mixture shall be free from clay subsoil, stones, lumps, plants and their roots, sticks, weed stolons and seeds, high salt content and other materials harmful to plant life.
2. Application Rate: 4 Cubic yards per 1,000 sf of surface area.
3. The Contractor shall provide the Owner's Representative with the following information:
  - a. Test results showing mixture composition and analysis;
  - b. Delivery tickets on materials to verify quantities.

D. Seed Bed Preparation

1. Seeded Areas:
  1. Loosen subgrade to a minimum depth of 12" with a deep harrow. Remove stones over 1" and sticks, roots, rubbish and all other extraneous materials.
  2. Provide soil amendment, erosion control fabric, temporary fencing, and all other accessories and materials necessary to assure complete and healthy growth of seeded & sodded areas.

3. Spread soil amendment mixture and till or disk in thoroughly to a depth of 6", and bring to minimum depth required to meet lines, grades and elevations shown. Tilling or disking shall be done first in one direction and cross-tilled or disked in the perpendicular direction.

d. Grade seeded areas to smooth, even surface with loose, uniformly fine texture. Roll, rake, drag lawn areas and remove ridges and fill depressions as required to meet finish grades.

The prepared subgrade shall have no lumps or stones over one (1) inch. No seeding shall be installed on any area which has not been so prepared.

Obtain the Owner's Representative written acceptance of prepared areas prior to proceeding.

e. Seed no later than five (5) days after organic material has been spread.

#### E. Maintenance and Acceptance

1. Maintenance period: Shall begin immediately after site preparation of each area and shall continue in accordance with the following requirements:

a. Protect prepared areas from erosion, traffic; and repair and reestablish grades and reapply soil amendments in settled, eroded and disturbed areas to specified tolerances and requirements until final acceptance.

2. Final Acceptance: Notify the Owner's Representative for review and acceptance of soil preparation and fine grading prior to seeding.

3. Guarantee:

a. Upon completion of soil preparation work, the Contractor shall guarantee that no rock, concrete, construction materials or other rubble lie within the prepared areas.

b. Contractor shall also guarantee against settlement for one full year after initial acceptance. Any corrections required to meet this specification, including repair/replacement of seed shall be at the Contractor's expense.

#### **SUBSECTION 900.02 IS REVISED AS FOLLOWS:**

A. Upland Seed Mix. Upland seed mix shall be used for revegetating select disturbed areas as shown on the DRAWINGS. All seed mixes shall consist of certified seed varieties that are free of noxious weeds and have been tested for purity and germination within six (6) months of the planting date.

Certification labels which indicate the species, purity, germination, weed

content, origin, and test date shall be submitted for all seed materials. Refer to the DRAWINGS for the locations of upland seed mix. Upland areas shall be seeded with the following mix:

Scientific Name	Common Name	% of Mix	PLS lbs/Acre*
<i>Bouteloua gracilis</i>	Blue Grama-Hachita	4.4	1.0
<i>Pascopyrum smithii</i>	Western Wheatgrass-Arriba	25.8	5.9
<i>Bouteloua curtipendula</i>	Sideoats Grama-Vaughn	9.2	2.1
<i>Schizachyrium scoparium</i>	Little Bluestem-Pastura	10.9	2.5
<i>Oryzopsis hymenoides</i>	Indian Ricegrass-Paloma	6.6	1.5
<i>Nasella viridula</i>	Green Needlegrass-Lodorm	10.9	2.5
<i>Andropogon gerardii</i>	Big Bluestem-Champ	5.3	1.2
<i>Koeleria macrantha</i>	Junegrass-VNS	0.7	0.15
<i>Avena sativa</i> 'Monida'	Oats-Monida	26.3	6.0

\*Pure Live Seed (PLS) rate for drill seeding. If broadcast seeding, double the rate shown.

- B. Wetland Seed Mix: Wetland seed mix shall be used for revegetating select disturbed areas as shown on the DRAWINGS. All seed mixes shall consist of certified seed varieties that are free of noxious weeds and have been tested for purity and germination within six (6) months of the planting date. Certification labels which indicate the species, purity, germination, weed content, origin, and test date shall be submitted for all seed materials. Refer to the DRAWINGS for the locations of various seed mixes. Riparian areas shall be seeded with the following mix:

Scientific Name	Common Name	% of Mix	PLS lbs/Acre*
<i>Carex nebrascensis</i>	Nebraska sedge	5	0.5
<i>Distichlis spicata</i>	Inland saltgrass	10	1.0
<i>Eleocharis palustris</i>	Common spike-rush	10	1.0
<i>Elymus trachycaulus</i> 'San Luis'	Slender Wheatgrass-San Luis	5	1.0
<i>Glyceria striata</i>	Fowl Mannagrass-VNS	10	3.0

<i>Juncus balticus</i>	Baltic rush	10	0.1
<i>Juncus torreyi</i>	Torrey's rush	2	0.1
<i>Panicum virgatum</i> 'Blackwell'	Switchgrass-Blackwell	5	1.0
<i>Pascopyrum smithii</i> 'Arriba'	Western Wheatgrass-Arriba	10	5.0
<i>Puccinellia nuttalliana</i>	Alkali grass	5	0.1
<i>Schoenoplectus pungens</i>	Three-square bulrush	10	1.0
<i>Spartina pectinata</i>	Prairie Cordgrass-VNS	10	4.0



Calamagrostis canadensis	Canadian Reedgrass	5	0.4
Agrostis scabra	Ticklegrass	3	0.1
		<b>100</b>	<b>18.3</b>

\*Pure Live Seed (PLS) rate for drill seeding. If broadcast seeding, double the rate shown.

### C. Bed Preparation for Seeded Areas

#### 1. Seeded Areas:

- a. Do not compact topsoil. Remove stones over 1" and sticks, roots, rubbish and all other extraneous materials.
- b. Provide, erosion control fabric, temporary fencing, and all other accessories and materials necessary to assure complete and healthy growth of seeded areas.
- c. Grade seeded areas to a smooth, even surface with loose, uniformly fine texture. Roll, rake, drag lawn areas and remove ridges and fill depressions as required to meet finish grades.
- d. The prepared subgrade shall have no lumps or stones over three quarters (3/4) of an inch. No seeding shall be installed on any area which has not been so prepared. Obtain the Engineer's written acceptance of prepared areas prior to proceeding.

#### 2. Seed Bed Guarantee:

- A. Upon completion of soil preparation work, the Contractor shall guaranty that no rock, concrete, construction materials or other rubble lie within the top six inches of the surface of the prepared areas.
- B. Contractor shall also guaranty against settlement for one full year after initial acceptance. Any corrections required to meet this specification, including repair/replacement of seed shall be at the Contractor's expense.

3. Any areas that have been prepared and approved for seeding and because of weather or other causes are not immediately seeded are subject to re-inspection and acceptance by the Engineer. The Contractor shall notify the Engineer of his intent to seed following delays, allowing the Engineer sufficient time to inspect and approve the prepared areas. Any areas that in the opinion of the Engineer require re-grading or additional soil preparation because of wind and water erosion, or require additional tillage because of compaction, shall be done at the Contractor's expense.

4. Seeding shall not be undertaken until adjacent site improvements and pavements are substantially complete. No trucking or moving of equipment or materials will be permitted upon completed seeded areas.

5. Seed shall be drilled mechanically with a mechanical, power-drawn drill followed by packer wheels. Seed shall be applied at the specified rate.
6. Seeding will not be permitted when wind velocity is such as to prevent uniform seed distribution. No application shall be undertaken during inclement or the forecast of inclement weather. No application shall take place in the presence of free surface water or when the ground is frozen or un-tilled. Seed depth shall be 1/16"-1/4".  
If seeding, raking in, and rolling operations are not performed in one (1) mechanical operation, the raking and rolling operations shall be performed separately and immediately after seeding operations.
7. All areas that the contractor wishes to broadcast seed rather than drill seed shall be pre-approved by the engineer or their representative. If broadcast seeding is permitted, the seed shall be hand raked into the soil to the specified depth, and covered with erosion control blanket and/or mulch as specified.
8. Slopes 4:1 or greater and hand-seeded areas: Double seeding rates.
9. Do not seed areas in excess of that which can be mulched on same day.
10. Do not sow immediately following rain, when ground is too dry, frozen or during windy periods.
11. Roll seeded area with roller not exceeding 100 lbs.
12. Install Erosion Control Blanket (ECB) immediately following seeding and compaction.
13. ECB
  - a. Install erosion control matting (WintersCoir Double net 100% coconut blanket with jute netting or approved equal) on all seeded slopes steeper than 3:1 outside of channel.
  - b. Koirwrap 1200 or approved equal shall be used for blanketing the bankfull channel (700 SY).
  - c. USAFA does not allow the use of erosion control blanket with polypropylene netting. All netting material must be biodegradable.
  - d. Roll matting onto slopes without stretching or pulling.
  - c. Lay matting smoothly on surface in direction of water flow. Bury top end of each section in 6 inch deep excavated topsoil trench. Provide six (6) inch overlap of adjacent rolls. Backfill trench and rake smooth, level with adjacent soil.
  - d. Secure outside edges and overlaps at 24 inch intervals with 12" long wooden stakes.

- e. Erosion control matting must be biodegradable and photodegradable. USAFA does not allow the use of erosion control blanket with polypropylene netting. All netting material must be biodegradable.
- f. Engineer may add intermediate berming for slopes longer than 100 feet.

D. Mulching

1. All Upland Seeded areas shall be hydromulched. Wood cellulose fiber mulch and tackifier materials and installation shall conform to Colorado Department of Highway Standard Specifications, Section 213, subsection 213.02 and 213.03, most recent Edition.

## **MAINTENANCE AND ACCEPTANCE**

### Inspection and Acceptance:

Re-vegetation: The Contractor will inspect existing site conditions and note irregularities affecting work of this section. Verify that grading operations have been satisfactorily completed and that topsoil of adequate quantity and quality has been replaced in all disturbed areas as specified. Verify that the area to be re-vegetated is protected from concentrated runoff and sediment from adjacent areas. Note any previous treatments to the area such as temporary seeding or mulching and discuss how these treatments will affect permanent re-vegetation with the Engineer. Report all irregularities affecting work of this section to the Engineer before beginning work. Beginning work of this section implies acceptance of existing conditions.

Conditional Acceptance: Upon completion of all seeding operations, the Contractor shall notify the Engineer to review the work. If all work is acceptable, the Engineer shall record that date and issue a "Substantial Completion" certificate.

Final Acceptance: Seeded areas shall receive final acceptance provided all requirements, including maintenance, have been complied with, and a healthy, viable stand of grass is established, free of weeds, undesirable grass species, disease and insects. Seeded areas shall meet the required coverage as stated below.

Areas seeded in the spring shall be inspected for required coverage the following fall not later than October 1st. Areas seeded in the summer or fall shall be inspected for required coverage the following spring not later than May 15th. Required coverage for seed areas shall be 60% aerial cover as measured from 5' directly overhead, with no bare spots. Determination of required coverage will be based on a random sampling of the entire project area. The following Spring prior to May 15th the seed areas shall be re-inspected for the required coverage. At this time 80% foliage cover as measured from 5' directly overhead shall be required. The same random sampling method will be used to determine coverage. When acceptable coverage has been met the Engineer

shall issue a "Final Acceptance of Seeding Work" which shall end the seed establishment period and shall relieve the Contractor from future obligation for seeding work.

Maintenance Requirements until Final Acceptance:

Weed Control: Apply appropriate herbicide(s) in accordance with manufacturers suggested rate(s) to control weeds. Herbicide application must comply with all requirements of herbicide/pesticide applicators license, including suitable warning/signing following application. Only DoD-approved herbicides may be applied on USAFA property. USAFA Natural Resources will provide a list of approved chemicals.

Disease and Insect Control: Apply fungicides and insecticides as required to control diseases and insects by a licensed applicator in accordance with state law requirements.

Watering: The Contractor shall be responsible for watering of seeded areas if he deems it necessary to insure performance under this Section. Apply only the amount of water necessary to maintain seeded areas in a healthy condition until the work has been accepted. Reduce amount of water after seed is established. Avoid standing water, surface wash, or erosion from over-watering.

Protection: Provide sufficient barriers and signage notifying the public to keep off newly seeded areas.

Repair: Re-seed or plant areas that have washed out or are eroded or otherwise do not have adequate coverage of vegetation.

Inspection: The Contractor shall notify the Engineer prior to watering, mowing, fertilizing, and spraying operations.

Maintenance by Owner: After notice of Final Acceptance is given by the Engineer, further maintenance shall be provided by the Owner. Contractor shall submit written notice to the Engineer if maintenance is not being performed adequately to industry standards.

**END OF SECTION**

## **ADDITION OF SECTION 901 – WILLOW STAKES AND COTTONWOOD POLES**

Section 901 is hereby added to the Standard Specifications and shall include the following:

### **901.01 DESCRIPTION**

Contractor shall furnish all labor, materials, supplies, equipment, tools and transportation; perform all operations to complete installation of live willow stakes, willow fascines, willow brush layering, willow bundles and cottonwood poles; and guarantee all plantings.

Willows shall be harvested in Sand Creek at the Barnes Road Bridge (east of Powers) and stored/stockpiled as described in 901.022.

#### **1. Substitutions**

No substitutions for specified materials will be accepted in the bid. Alternative bid proposals, which propose material substitutions, may be submitted for consideration by Engineer. Alternative proposals must be fully supported by necessary documentation showing compatibility/comparability with specified materials.

#### **2. Supervision and Workmanship**

Contractor shall appoint a superintendent who is experienced and competent with revegetation. The superintendent shall be on-site whenever the work is in progress. The superintendent will not be replaced without notice to Engineer. Workers shall be competent in performance of the work they are assigned.

#### **3. Inspections and Observations**

##### **A. Site Inspection**

1. Contractor, the landscape subcontractor and USAFA (Engineer) shall inspect site prior to being accepted by Engineer as complete and acceptable for the Contractor to proceed.
2. Beginning work of this section implies acceptance of existing conditions.

##### **B. Planting Observation**

1. Engineer shall accept the location of all willow plantings before installation.
2. Contractor shall provide 48 hours' notice to **Engineer** prior to planting installation.

#### D. Final Walk-Through

1. The final walk-through will be performed at the completion of all planting operations under this contract.
2. At the time of the final walk-through, the landscape subcontractor shall have planting areas free of debris. Plant basins will be in good repair. Debris and litter will be cleaned up, and walkways, curbs, and roads will be cleared of soil and debris. The inspection will not occur until these conditions are met.
3. Engineer shall identify any deficiencies in the form of a punch list.
4. Engineer shall give written notice of final acceptance when work has been performed in compliance with the contract documents.
5. Deficiencies will be corrected within the first ten days of the final walk-through. Correct work in accordance with the contract documents at no cost to owner.
6. Final acceptance will not be given until all deficiencies are corrected. The landscape subcontractor shall maintain the site until final acceptance.

#### 4. Guarantee and Replacement

- A. Guarantee plantings to root and thrive free from defects from any cause until final acceptance of the project.
- B. Replace plants when they are no longer in a satisfactory condition as determined by Engineer prior to final acceptance. This includes plants that die back and lose the form and size originally specified.
  1. Make replacements within seven days of notification from Engineer.
  2. Replace plants in the dormant season only, unless approved otherwise. Remove dead plants within two days of notification.
- C. All replacements will be of the same kind and size as originally specified and will be installed as described in the contract documents. Repairs and replacements will be made at no expense to owner.

- D. Guarantee will apply to the originally specified and installed plants and other landscapematerials, and any replacements made during the construction period.

## 5. Planting and Completion

- A. Willows and cottonwoods will be planted only when weather and soil conditions permit and in accordance with locally accepted practices, and as accepted by Engineer. Cuttings will not be planted when freezing temperatures are forecast twenty-four (24) hours in advance or when the ground is frozen or otherwise unsuitable.
- B. Willows and cottonwoods will be harvested and planted in the dormant season, February 1 to April 1. However, best success is achieved when harvested and planted in March.

## 901.02 MATERIALS

### 1. Cuttings

- A. Willow materials will be harvested on site and Cottonwood material will be Plains Cottonwood (*Pupulus Deltoides*), live wood at least two (2) years old. Avoid suckers and current year's growth.
- B. Cuttings will be one-half-inch (½") to one-inch (1") diameter, of the following lengths:
  - 1. Willow stakes will be two-feet (2') long.
  - 2. Cottonwood poling will be ten-feet (10') long with a maximum of one-inch (1") diameter.
- C. Plant materials should be harvested from on-site sources where possible. Any off-site sources are to be accepted by Engineer.

### 2 Handling and Storage

- A. Use extreme care to avoid damage to all remaining plants in harvest areas and the cuttings themselves. Only forty percent (40%) of harvest plants will be removed for cuttings.
- B. Cutting will be kept moist, cool and shaded at all times until installed. Cuttings will be stored at between thirty-five degrees (35°) and fifty degrees (50°) Fahrenheit for no longer than one (1) week. Cuttings will be stored in protected locations where they are shaded and sheltered from sun and wind. The butt end (bottom end) of cuttings will be submerged in water for a minimum of twenty-four (24) hours but not longer than seven (7) days. The upper end of cuttings will not be

submerged. Plastic trashcans work well for storing willow cuttings. Cuttings will be protected from freezing and drying at all times.

- C. Cuttings will not be dropped or otherwise mishandled. Minor broken and damaged cuttings will be pruned prior to planting. Major damage will be cause for rejection.
- D. Cuttings will be covered with tarp or burlap during any transportation in vehicles.

### **901.03 EXECUTION**

A. Harvesting. All plant material must be collected and installed in dormant condition. Cuttings will be harvested with sharp pruning shears. Cuts are to be made eight (8) to ten (10) inches above the ground. The base cut will be at a forty-five-degree (45°) angle cut and any top cuts will be blunt. All material will be handled with care to avoid bark stripping and trunk wood splitting. Older, woody stems or stems with dead inner wood will not be used. For willow stakes, all side branches and leaves of a cutting will be trimmed. Branches will be left on cuttings for fascines and brush layering. Live cuttings will be bound together with twine at the collection site for ease of handling and protection during transport. The harvesting site will be left clean and tidy; excess woody debris material should be promptly removed from the site. Any soil disturbance outside of construction limits caused by accessing areas for willow harvesting will be ripped and re-seeded. There will be no additional payment for such disturbance.

#### **B. Planting Willow Stakes**

1. Live stakes will be single sticks. These should be twenty-four inches (24") long, taken from the lower stem, approximately one half-inch (½") in diameter. Cut the apical buds plus several inches off the cutting before planting it. (The apical bud at the tip of the branch draws too much energy from stored reserves.) All side branches must be trimmed.
2. Planting locations shall be staked by Contractor for approval by Engineer prior to planting.
3. Cuttings will be planted in a staggered pattern or random pattern in the locations shown on the drawings. Prepare a pilot hole to the groundwater depth by hammering a rebar, dibble bar, or stinger, or other approved method, into the soil. Place cutting gently into the hole, upright, ensuring that the base end is at or below the ground water level. Cuttings will protrude from the ground four-six inches (4" – 6").



4. Holes will be backfilled as necessary so that no voids remain around the cutting. Watering should be done between backfill lifts to ensure all voids are filled. Do not bury top of cutting. Tamp surface around the cutting to secure it in place.
  5. If heavy equipment is used to facilitate digging of pilot holes for willow stakes (such as within riprap), all disturbed soil will be ripped and scarified prior to final seeding.
- C. Cottonwood Poling. Poles will be planted at locations shown on the plans or as determined by Engineer. All branches must be trimmed from the pole except those at the tip. Prepare a pilot hole by using an auger, stinger, or probe to bore to a minimum depth of six (6) feet or as directed by Engineer. The pilot hole will be of sufficient diameter to facilitate easy insertion of cottonwood pole. Backfill around the installed pole with loose sand to eliminate air voids, then tamp the ground lightly around the pole with a hammer to hold it securely in place. A slight saucer will be formed around each pole to capture and hold precipitation. Unless otherwise accepted by Engineer, each cottonwood pole will be protected against beaver damage by the installation of a thirty-inch (30") diameter beaver protection sleeve made from an eight and one half-foot (8.5') length of forty-eight inches wide two (2) inches by two (2) inches welded wire fabric fastened with wire or hog-ring fasteners.

## **SECTION 910 - EROSION AND SEDIMENT CONTROL**

Section 910 is hereby added to the Standard Specifications and shall include the following:

### **910.1 GENERAL**

#### 910.1.1 Scope of Work:

- A. The project will be within the jurisdiction of two authorities. USAFA will have jurisdiction over reconstruction of the Channel. The City will have jurisdiction over the stockpile area and haul/access routes. The work shall consist of temporary measures needed to control erosion and water pollution. These temporary measures shall include, but not be limited to a rock check dam, silt fence, erosion control logs, vehicle tracking, concrete wash out and temporary seed and mulch (if needed). These temporary measures shall be installed at the locations where needed to control erosion and water pollution during the construction of the project and as directed by either USAFA or the City. Locations of required measures shall be discussed at the project pre-bid meeting (on site).
- B. The Erosion Control Plan presented in the Drawings serves as a concept plan and base sheets for erosion and sediment control during construction.

Contractor is responsible for providing adequate sediment and erosion control and water quality throughout the duration of the project. Contractor shall include in his bid price for erosion and sediment control all items that may be needed to control erosion, sediment and water pollution.

910.1.2 Submittals: The Contractor shall develop a detailed Storm Water Management Plan (SWMP), consistent with the Contractor's plan to accomplish the work, retain an updated copy on the site, submit an application to the State and USAFA and submit the SWMP to all authorities having jurisdiction at their request. The Contractor shall submit the SWMP with the required signature blocks and signatures to the City and USAFA for approval. Permits/approvals must be obtained prior to construction with all permit fees paid through the erosion control bid item #15. The Contractor is responsible for implementing the SWMP and compliance with the conditions of the Storm Water Construction Permit. The City, USAFA or the State may direct the Contractor to modify the SWMP during construction as conditions warrant at no additional cost. The Contractor shall note changes on the SWMP immediately as it most reflect current site conditions.

910.1.3 Materials:

A. Materials may include hay bales, straw, fiber mats, fiber netting, wood cellulose, fiber fabric, manufactured waddles, gravel, riprap, pre-cast concrete barriers, and other suitable materials, and shall be reasonably clean, free of deleterious materials, and certified weed free. All materials shall be submitted to the City or USAFA for approval prior to installation.

B. Temporary grass cover (if required) shall be a quick growing species suitable to the area, which will provide temporary cover and will not later compete with the grasses sown for permanent cover. All grass seed shall be approved by USAFA prior to installation.

C. Fertilizer and soil conditioners shall be approved by USAFA prior to installation.

D. Miscellaneous: All other material used by the Contractor for water diversion and erosion control shall be specified on a detailed working Erosion and Sediment Control Plan to be completed by the Contractor and reviewed by the City and USAFA prior to starting work.

910.1.4 Construction Requirements:

All materials for erosion and sediment control shall be installed in accordance with these Specifications. To the extent possible, movement of construction equipment within the flowing portions of waterways should be minimized. The Contractor shall divert flows so construction equipment, materials, and earthwork are not exposed to flow to the extent practical.

The erosion and sediment control facilities shall be installed prior to construction and shall remain in place throughout. The Contractor will be required to clean sediment from upstream sediment traps and provide other maintenance as required to the erosion and sediment control facilities during construction.

## **910.2 PERMITS AND COMPLIANCE**

- A. Contractor must apply for and obtain USAFA “Dig Permit”, a COG080000 – Discharges from Short-term (< 2 year) Construction Dewatering Activities permit and a general permit for stormwater discharges associated with construction activity (COR400000) PRIOR to any land disturbance associated with the Project. All costs for these permits shall be the responsibility of Contractor. These permits require that specific actions be performed at designated times. Contractor is legally obligated to comply with all terms and conditions of the permits including testing for effluent limitations if required by the terms of the permits.

Contractor shall allow USAFA, City of Colorado Springs and the Colorado Department of Health or other representatives to enter the site to test for compliance with the permits. Non-compliance with the permit can result in stoppage of all work.

In addition to permit requirements, the City or USAFA shall also monitor Contractor’s erosion control and work methods. If the overall function and intent of erosion control is not being met, then the City or USAFA shall require Contractor to provide additional measures as required to obtain the desired results. Costs for any additional erosion control measures shall be the responsibility of Contractor, since he has the ultimate responsibility for providing adequate erosion control and water quality for the duration of the project.

## **910.3 STABILIZATION OF DISTURBED AREAS**

- A. Temporary sediment control measures shall be established within 14 days from time of exposure/disturbance. Permanent erosion protection measures shall be established within 14 days after final grading of areas.

## **910.4 PROTECTION OF ADJACENT PROPERTIES**

- A. Properties adjacent to the site of a land disturbance shall be protected from sediment deposition. In addition to the erosion control measures required on the Drawings, perimeter controls may be required if damage to adjacent properties is likely. Perimeter controls include silt fencing, sediment barriers such as rock check dams or sediment control logs.

## **910.5 TIMING AND STABILIZATION OF SEDIMENT AND EROSION CONTROL MEASURES**

SEDIMENT BARRIERS, PERIMETER DIKES, AND OTHER MEASURES INTENDED TO EITHER TRAP SEDIMENT OR PREVENT RUNOFF FROM FLOWING OVER DISTURBED AREAS MUST BE CONSTRUCTED AS A FIRST STEP IN GRADING AND BE MADE FUNCTIONAL BEFORE LAND DISTURBANCE TAKES PLACE. EARTHEN STRUCTURES SUCH AS DAMS, DIKES, AND DIVERSIONS MUST BE STABILIZED WITHIN 5 DAYS OF INSTALLATION. STORM WATER OUTLETS MUST ALSO BE STABILIZED PRIOR TO ANY UPSTREAM LAND DISTURBING ACTIVITIES.

## **910.6 WORKING IN OR CROSSING WATERCOURSES**

- A. Construction vehicles should be kept out of watercourses to the maximum extent possible. Where in-channel work is necessary, precautions must be taken to stabilize the work area during construction to minimize erosion. The channel (including bed and banks) must always be re-stabilized immediately after in-channel work is completed.
- B. When work must occur in a live (wet) watercourse, extra care must be exercised by the Contractor to avoid contamination of the water from petroleum products and other pollutants and to minimize the movement of sediment downstream.

## **910.7 CONSTRUCTION ACCESS ROUTES**

- A. Wherever construction vehicles enter or leave a construction site, a Vehicle Tracking Control Device is required. Where sediment is transported onto a public road or parking lot surface, the pavement shall be cleaned thoroughly at the end of each day. Sediment shall be removed from roads or parking lots by shoveling or sweeping and be transported to a sediment-controlled disposal area. Street washing shall be allowed only after sediment is removed in this manner.

## **910.8 DISPOSITION OF TEMPORARY MEASURES**

- A. All temporary erosion and sediment control measures shall be disposed of within 14 days after final site stabilization is achieved or after the temporary measures are no longer needed as determined by the City or USAFA. Trapped sediment and other disturbed soil areas resulting from the disposition of temporary measures shall be permanently stabilized to prevent further erosion.

## **910.9 MAINTENANCE**

- A. All temporary and permanent erosion and sediment control practices must

be maintained and repaired as needed to assure continued performance of their intended function.

## **SECTION 920 - WATER CONTROL AND DEWATERING**

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

### **920.1 General**

#### **920.1.01 Scope of Work:**

The work of this section consists of controlling groundwater, channel low flows, and higher stormflows during construction.

#### **920.1.02 Materials:**

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

#### **920.1.03 Submittals**

The Contractor is required to submit a detailed water control and dewatering plan for review prior to installing any components of the plan.

#### **920.1.04 Construction Requirements:**

- A. General: For all excavation, the Contractor shall provide suitable equipment and labor to remove water and ice and keep the excavation dewatered so that construction can be completed in dry conditions where required by the Drawings and Specifications. Water control shall be accomplished such that no damage is done to adjacent channel banks or structures. The Contractor is responsible for investigating and familiarizing himself with all site conditions that may affect the work including surface water; level of groundwater and the time of year the work is to be done. All excavations made as part of dewatering operations shall be backfilled with the same type material as was removed and compacted to a minimum of 95% of the maximum dry density modified proctor (ASTM 1557) except where replacement by other materials and/or methods are required.
- B. Surface/Piped Water Control: Surface water control generally falls in to the following categories:
  - 1. Normal flows discharged from pipe outlet from Upstream Pond
  - 2. Storm/flood flows along the Black Squirrel Creek and
  - 3. Local surface flows

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

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

The Contractor shall, at all times, maintain a flow path for the continuous discharge coming from the pipe outlet from the Upstream Pond around the construction area. Temporary structures such as berms, sandbags, pipes, pre-cast concrete barriers, etc. may be permitted for the control of channel flow, as long as such measures are not a major obstruction to flood flows, do not worsen flooding, or alter historic flow routes.

- C. Groundwater Control: Groundwater may be encountered in excavation activities within the project and will need to be temporarily lowered to construct portions of the improvements. The Contractor shall install adequate measures to maintain the level of groundwater below the foundation subgrade elevation and maintain sufficient bearing capacity for the earthwork, and rockwork. Such measures may include, but are not limited to, installation of perimeter sub drains, pumping from drilled holes or by pumping from sumps excavated below the subgrade elevation. The foundation bearing surfaces are to be kept dewatered and stable until the earthwork, rockwork or other types of work are complete and backfilled. Disturbance of foundation subgrade by Contractor operations shall not be considered as originally unsuitable foundation subgrade and shall be repaired at Contractor's expense. Any temporary dewatering trenches or well points shall be restored following dewatering operations to reduce permeability in those areas as approved by the Owner

## **SECTION 925 – CLEARING AND GRUBBING**

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

### **925.01 Description**

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

### **925.02 Construction Requirements**

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

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

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

## **SECTION 950 - CONSTRUCTION SURVEYING**

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

### **950.01 General**

A. Surveying: It shall be the responsibility of the Contractor to provide

construction staking for as needed to control horizontal and vertical locations of the proposed work items including all offset lines necessary for construction. This work will be considered incidental to the construction of the items listed in the bid form and will not be paid for separately.

- B. All construction surveying provided by the Contractor shall be completed under the Supervision of a Colorado Registered Land Surveyor.
- C. The construction plans for the project provide the elevations and descriptions of permanent and temporary project monuments. The Contractor shall check all control points provided by the Engineer and verify and document their accuracy, prior to using them for construction surveying.
- D. Supervision: The Contractor shall have supervision, knowledge of the project requirements and proper installation, and construction procedures, available in the field at all times that work is progressing.



## SCHEDULE E- MEASUREMENT AND PAYMENT

### SCHEDULE E- MEASUREMENT AND PAYMENT

- a. The provisions for measurement and payment contained in this section replace and take precedence over the measurement and payment provisions contained in the standard specifications.
- b. Payment for work performed by the Contractor under these Contract Documents will be made at the approved unit price or lump sum price for each of the items as listed in the bid proposal and measured as hereinafter specified. Such payment shall compensate the Contractor for all costs in connection with furnishing all labor, equipment and material required and performing the operations necessary to complete the item in accordance with the contract documents.
- c. Any items of work which are called out in the plans and/or the specifications or are typical for the type of construction being accomplished and do not have a specific line item in the bid proposal but which are necessary to complete the work in accordance with the requirements of good and standard practice, such as sub-grade preparation and grading are to be considered as incidental to the construction of the project and the Contractor's cost for such work shall be included in the bid price for the related item of work.
- d. The Contractor shall accomplish all incidental work essential to the completion of the project, including cleanup and disposal of waste or surplus material without additional cost to the Owner. The cleanup and disposal of waste or surplus material shall be performed during construction or as soon after as is reasonably possible in order to better maintain the safety and aesthetics of the construction area.
- e. The estimated quantities shown in the bid form are estimates only, being given only as the basis for tabulation and evaluation of the bid, and the City does not warrant, expressly or by implication, that the actual amount of work will correspond therewith. The right to increase or decrease the amount of any class or portion of the work or to make changes in the work required as may be deemed necessary is reserved by the City as provided elsewhere in these specifications. Unless otherwise noted in the following bid items descriptions, the basis of payment will be the plan/bid form quantity. The contractor should perform an independent estimate of quantities and bring large discrepancies to the attention of the Engineer before completion of their bid. It should be noted that certain bid items may be included in the Bid Form to establish a unit price should the use of those items become necessary during construction. Allowance will not be made for loss of anticipated profits or additional compensation should the use of these items be deemed unnecessary.

**Bid Item No. 1: MOBILIZATION**

**(LS)**

a. Measurement

Mobilization consists of preparatory work and operations necessary for the movement of personnel, equipment, supplies, and incidentals to the Project site, temporary signage, all permits and preparation of various construction operation plans, project administration including the specifically documented project meetings for utility locates including coordination with utilities and potholing to confirm utility line locations as needed and other facilities necessary for the Work, for premiums on bond and insurance for the Work, and for other operations performed or costs incurred before the beginning of Work. Mobilization also includes demobilization as Work concludes, including revegetation with upland seeding, restoration of access, staging and other area of occurred disturbance.

Mobilization includes the construction and maintenance of an access road to the Contractor's staging area and any other work areas. The access will include temporary erosion control measures to minimize impact to the surrounding areas. Demobilization includes restoration of the access to pre-project conditions.

b. Payment

Payment will be according to the following schedule:

1. When 5% of the original contract amount is earned, 20% of the amount Proposal for mobilization will be paid
2. When 20% of the original contract amount is earned, 50% of the amount Proposal for mobilization will be paid
3. When 35% of the original contract amount is earned, 60% of the amount Proposal for mobilization will be paid
4. When 75% of the original contract amount is earned, 100% of the amount Proposal for mobilization will be paid

Payment for the Proposal Item shall include but is not limited to full compensation for all labor, equipment, tools and materials necessary to mobilize and obtain permitting, and all other costs incurred or labor and operations which must be performed prior to beginning the other items under the contract. Payment shall be made at the applicable contract unit price for the Proposal Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work, and no additional compensation will be provided.

**BID ITEM NO. 2: SURVEY AND RED-LINE DRAWINGS**

**(LS)**

a. Measurement

This Item will not be measured for payment; it will be a lump sum.

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b. Payment

Items of work involving confirmation of project control and construction staking are paid for at the Contract lump sum price for this pay Item. Such payment will constitute full compensation for all labor, equipment, tools, permits and all other items necessary and incidental to the completion of the Work. Replacement of any damaged or destroyed monument, property corners, or control points will not be paid for by the Contractor.

As-built Survey: It shall be the responsibility of the Contractor to provide an as-built survey, hard copy signed and stamped by a Colorado Registered Land Surveyor and a digital AutoCAD drawing of the same information prior to Final Payment.

The as-built survey shall include but is not limited to: finished grade 1-foot contours within the project limits, limits and elevations of exposed structures, limits and inverts of pipe outfalls, and limits and inverts of drain system.

Elevations within limits of any grouted boulders shall be taken at the top of the boulders and called out by the surveyor as such.

The surveyor shall merge the 1-foot as-built contours with pre-project existing contours. The pre-project existing contours for the project shall be provided in AutoCAD format by the Engineer.

The elevations and descriptions of the original and temporary project benchmarks shall be provided on the as-built survey.

Construction Surveying shall be in accordance with the Standard Specifications Section 950 as modified by the Technical Specifications.

**BID ITEM NO. 3: SILT FENCE FOR PERIMETER CONTROL**

**(LF)**

a. Measurement

This item will be determined by measurement of the number of lineal feet of silt fence installed. 650 lineal feet of this silt fencing will be backed by woven wire mesh when placed within USAFA property (downstream of barbed wire fence and pond embankment).

b. Payment

Payment shall be made at the applicable contract unit price for each bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work. Payment shall include but is not limited to:

1. Locating and protecting all existing utilities in and along fence alignment.

2. Excavating, dewatering, backfilling, including furnishing transporting and placing material and compacting.
3. Supporting trenches, shoring or laying slope back if shoring is not used.
4. Disposing of debris excess material and vegetation.
5. Providing all other related and necessary labor, equipment and materials to complete the work, and no additional compensation will be provided.

**BID ITEM NO. 4: BARBED WIRE FENCE AND POSTS (MATCH EXISTING) (LF)**

a. Measurement

This item will be determined by measurement of the number of lineal feet of barbed wire fence and posts installed.

b. Payment

Payment shall be made at the applicable contract unit price for each bid item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work. Payments shall include but is not limited to:

1. Locating and protecting all existing utilities in and along fence alignment.
2. Excavating, dewatering, backfilling, including furnishing transporting and placing material and compacting.
3. Supporting trenches, shoring or laying slope back if shoring is not used.
4. Disposing of debris excess material and vegetation.
5. Providing all other related and necessary labor, equipment and materials to complete the work, and no additional compensation will be provided

**BID ITEM No. 5: CLEARING and GRUBBING (LS)**

a. Measurement

The quantity of Clearing and Grubbing to be paid for as a lump sum after the work is accepted by the Engineer as complying with the plans and specifications. Clearing and grubbing shall be in accordance with City of Colorado Springs Public Works Standard Specifications.

b. Payment

Payment shall include full compensation for all labor, equipment, tools, materials, scalping of shrubs, trees and other vegetation, topsoil striping and stockpiling, removal and off-site disposal of cobble/rock, vegetation and trees with trunks less than 6" diameter at breast height, shrubs, 250 feet of barbed wire fence and posts, 15 feet of 18-inch steel pipe and other debris encountered or as indicated on the plans. All holes left behind shall be filled with suitable material to existing grade as directed by the Engineer.

**BID ITEM NO. 6: MUCK EXCAVATION HAUL OFFSITE**

**(CY)**

a. Measurement

The quantity of Muck Excavation to be paid for will be determined by measurement of the number of cubic yards excavated and hauled from the site as verified and accepted by the Engineer, as complying with the plans and specifications. Haul tickets will need to be provided to assess payment amounts. For computational purposes for this bid item, the depth of muck is assumed to be 18 inches in thickness.

The quantity is based on the neat lines shown on the drawings and does not account for shrinkage or swell and does not include structural excavation or pre-excavation required to install other BID items.

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. Payment for this bid item shall include but is not limited to:

1. Any excavation to collect the rock and grout.
2. Dewatering, transporting, temporary stockpiling and hauling excavated material to fill areas adjacent to project (as directed by Engineer), or properly disposing off site.
3. Placing material at the site as directed by Engineer.
4. Removing and hauling deleterious material off site.
5. Providing all other related and necessary labor, equipment, and materials to complete the work, and no additional compensation will be provided.

**BID ITEM NO. 7: UNCLASSIFIED EXCAVATION**

**(CY)**

a. Measurement

The measurement for payment for this item will be the actual number of cubic yards excavated on site and used for fill, measured and computed by the average end area method or grid method (difference between existing and finished grade excluding removed muck quantity) This bid item includes, but is not limited to: Excavating, transporting, temporary stockpiling and hauling excavated material to fill areas within project; placing, reworking, and compacting fill material; cross hauling material; moistening, drying, and reconditioning material, as necessary, to meet moisture-density requirements, removing and hauling deleterious materials; providing all other related and necessary labor, equipment, and materials to complete the work.

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. Payment for this bid item shall include but is not limited to:

1. Any excavation to install the rock and grout
2. Dewatering, transporting, temporary stockpiling, and hauling excavated material to fill areas within project, or properly disposing off site
3. Placing material at the site
4. Removing and hauling deleterious material
5. Providing all other related and necessary labor, equipment, and materials to complete the work, and no additional compensation will be provided.

**BID ITEM NO. 8: IMPORT FILL MATERIAL (CY)**

a. Measurement

The quantity of Import Fill Material to be paid for will be determined by measurement of the number of cubic yards excavated and hauled to the site from suitable locations identified by the Contractor, as verified and accepted by the Engineer, as complying with the plans and specifications. The quantity shall be measured and computed by the average end area method, or grid method (difference between existing and finished grade) in accordance with the drawings and specifications or as otherwise directed by the Engineer. The quantity is based on the neat lines shown on the drawings and does not account for shrinkage or swell and does not include structural excavation or pre-excitation required to install other bid items.

b. Payment

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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. Payment for this bid item shall include but is not limited to:

1. Any excavation necessary to form the channel and fill areas
2. Dewatering, transporting, temporary stockpiling, and hauling excavated material to fill areas within project, or properly disposing off site
3. Placing, reworking, and compacting fill material
4. Moistening, drying and reconditioning material as necessary to meet moisture-density requirements.
5. Removing and hauling deleterious material
6. Providing all other related and necessary labor, equipment and materials to complete the work, and no additional compensation will be provided.

**BID ITEM NO. 9: IMPORTED TOPSOIL (4-INCHES)**

**(CY)**

a. Measurement

The quantity of Topsoil will be determined by measurement of the number of cubic yards of topsoil imported from offsite, properly stockpiled, as verified and accepted by the Engineer, as complying with the plans and specifications. The quantity is based on the neat lines shown on the drawings and does not account for shrinkage or swell.

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. No additional payment will be made for areas disturbed outside of construction limits or areas within construction limits that are not identified on the drawings and specifications. Payment for this bid item shall include but is not limited to:

1. Import material as needed. Stockpiling will not be allowed on site or in stockpile areas unless authorized by the engineer
2. If necessary, protecting stockpiles from erosion
3. Preparing subgrade including dewatering
4. Replacing and moistening of topsoil in the designated areas to required depths.

5. Offsite haul of all excess topsoil not used for site stabilization.
6. Placement of topsoil and permanent seed/mulch in areas outside of channel work that have been disturbed.
7. Providing all other related and necessary labor, equipment and materials required to complete the work, and no additional compensation will be provided.

**BID ITEM NO. 10: WETLAND SEED (AC)**

**Bid Item No. 11: UPLAND SEED and HYDROMULCH (AC)**

a. Measurement

Measurement will be made of the actual number of acres of wetland seeding and upland seed and hydromulch installed and accepted at the locations within the limit of work as shown on the drawings or as directed the Engineer, and in accordance with the specifications.

b. Payment

Payment will be made at the unit price bid and shall include: Salvaging existing material and replanting wetland plant materials to the maximum extent practicable. If existing planting material cannot be removed and salvaged for replanting, Contractor shall furnish and install all materials; seeding, blanketing, reseeding, weeding, and maintenance until final acceptance, and all other items necessary to develop a healthy stand of grass as shown on the drawings and in accordance with the specifications. Once seeding has been completed the Contractor can submit progress payment application for up to 75% of bid item. The remaining 25% shall be withheld until the plant establishment period of 6 months has been met. Contract shall remain open after all construction has been completed since the Contractor may have to re-mobilize to complete the permanent site stabilization measures in the Spring of 2022 season.

Seeding shall be in accordance with the Standard Specifications Section 900 as modified by the Technical Specifications. Upland Seeding requires hydromulching.



**BID ITEM NO. 12: WILLOW STAKING (EA)**

a. Measurement

This item includes planting of Live Willows as designated on the plans and details. The quantity of Willows to be paid for will be measured in the field as the number of Willows accepted in the field by the Engineer as complying with the plans and specifications.

Contractor must obtain willows and cottonwood poles from a vendor who has collected plant materials when they were in dormancy and have been stored in a cool and moist environment (must be dormant when planted).

b. Payment

Payment shall be made at the applicable contract unit price for the bid Item and shall be considered full compensation for all labor, equipment, tools, and materials, and protection of the planted live stakes necessary to complete the work.

**BID ITEM NO. 13: COTTONWOOD POLES(EA)**

a. Measurement

This item includes planting of Live Cottonwood Poles as designated on the plans and details. The quantity of Cottonwood Poles to be paid for will be measured in the field as the number of Planted Poles accepted in the field by the Engineer as complying with the plans and specifications.

Contractor must obtain cottonwood poles from a vendor who has collected plant materials when they were in dormancy and have been stored in a cool and moist environment (must be dormant when planted).

b. Payment

Payment shall be made at the applicable contract unit price for the bid Item and shall be considered full compensation for all labor, equipment, tools, materials, and protection of the planted live poles.

**BID ITEM NO. 14: EROSION AND SEDIMENT CONTROL**

**(LS)**

a. Measurement

This item will not be measure for payment; it will be a lump sum. Installation of initial erosion control devices such as perimeter silt fence, rock check dam, vehicle tracking control shall be as per plans. All silt fencing shall be backed by woven wore mesh within the channel

reconstruction area on USAF property. Locations of concrete wash and out port-o-let will be selected where applicable as long as they are located within the project limits.

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.

Erosion control items included in this bid Item include but are not limited to:

1. Sediment Control Logs (SCL). The Contractor shall use the quantity of sediment control logs as shown on the drawings as part of the total cost of erosion control.
2. Stabilized Staging Area (SSA). A suggested stabilized staging area is shown on the drawings; however, the size and location of the staging area shall be determined by the Contractor after discussion with and approval from the City.
3. Vehicle Tracking Control (VTC). The VTC is not shown on the drawings and the final location will depend on the accepted access road to be installed by the contractor.
4. Concrete Washout Area (CWA). A suggested concrete washout area is shown on the drawings. The final site location will depend on actual construction conditions.
5. Rock Check Dam: (RCD). This item should be placed at the farthest downstream end of the project

Payment shall also include removal of the erosion control components upon approval by the City and restoration of the site. Payment for silt fence is covered under bid item #3 and shall not be priced into this bid item.

Erosion and Sediment Control shall be in accordance with Section 910 of the Technical Specifications.

**BID ITEM NO. 15: WATER CONTROL AND DEWATERING**

**(LS)**

a. Measurement

This item will not be measure for payment; it will be a lump sum. The contractor shall price this bid item using piping systems to bypass of water discharged from the existing pond outlet structure downstream to just beyond the work area. The pipe shall be the same size as the outlet pipe exiting the existing pond (18-inch, please verify). Open channel by pass or partial pipe/open channel shall not be priced but could be considered prior to system construction

b. Payment

Payment for this item will be based on the lump sum bid price and will be in accordance with the following schedule:

50% of the lump sum price shall be paid after system is installed and is working correctly.

The final 50% of the lump sum price shall be paid after satisfactory completion of the total project work.

This bid item includes all the costs for labor, equipment, tools, and materials associated with the work necessary to control surface water and groundwater that will affect site construction.

Water Control and Dewatering shall be in accordance Section 920 as modified by the Technical Specifications.

## **BID ITEMS 16: EROSION CONTROL BLANKET**

**(SY)**

### **a. Measurement**

The quantity of erosion control blanket to be paid for will be determined by measurement of the square yards of erosion control blanket furnished, installed, and accepted by the Engineer as complying with the plans and 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 necessary to complete the work. Payment for this bid item shall include but is not limited to:

1. Furnishing and installing all materials, including the erosion control blanket, anchors, and wood stakes.
2. Preparing subgrade.
3. Placing the blanket per manufacturer's specifications.
4. Excavating, trenching, backfilling, and compacting for anchoring.
5. Providing all other related and necessary labor, equipment, and materials to complete the work.

Erosion Control Blanket shall be in accordance with Section 900 of the Technical Specifications.

Koirwrap 1200 or approved equal will be used for blanketing the sides of the trapezoidal channel and other locations where finished grades in the project area exceed 3:1 (H:V) slopes. Erosion control blanket with polypropylene netting is not permitted and netting material must be biodegradable

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**BID ITEM NO. 17: PERMANENT SEED AND MULCH**

**(AC)**

a. Measureme

ntSEEDING:

The quantity of Permanent Seed and Mulch to be paid for will be measured in the field as the approximate average width of the seeding multiplied by the length of the seeding. Seeding must be accepted in the field by the Engineer as complying with the plans and specifications. To verify installation of appropriate seed quantities, Contractor will provide delivery slips for seed as provided by the seed supplier. Permanent Seeding shall be in accordance with the Standard Specifications as modified by the Technical Specifications (Section 900).

MULCH:

This item includes mulching areas as designated on the plans that slope at milder than 3:1. The quantity of Mulching to be paid for will be measured in the field as the approximate average width of the seeding multiplied by the length of the Mulching. Mulching must be accepted in the field by the Engineer as complying with the plans and specifications. Mulching shall be in accordance with the Standard Specifications as modified by the Technical Specifications (Section 900).

b. Paymen

t

SEEDING:

Payment shall be full compensation for all materials and labor necessary to complete the seeding including soil preparation, fertilizing, soil, seed, drilling, spreading, conditioning, signs, tilling and raking. The installation of weed-free straw or wood-strand erosion control mulch is incidental to the work and required over all seeded areas that do not include erosion control blanket, and no additional compensation will be allowed therefore. Once seeding has been completed the Contractor can submit progress payment application for up to 75% of bid item. The remaining 25% shall be withheld until the plant establishment period of 6 months has been met. Contract shall remain open after all construction has been completed since the Contractor may have to re-mobilize to complete the permanent site stabilization measures in the Spring of 2022 season.

MULCHING:

Payment shall be full compensation for all soil preparation, labor, equipment, tools, and materials, and protection of seeding areas.

Seed and Mulch shall be in accordance with Section 900 of the Technical Specifications.

This bid item provides surface stabilization measures for disturbed areas outside of wetland and upland seeded areas.

**BID ITEM NO. 18: ROCK VANES (SY)**

a. Measurement

The quantity of Rock Vanes to be paid for will be determined by measurement of the number of square yards of stacked 36-inch boulders placed measured visually along the exposed area, blanket, special backfills in accordance with the drawings and specifications as verified and accepted by the Owner's Representative. This item includes all materials, equipment, and labor associated with constructing the Rock Vanes as shown in the plans and details.

b. Payment

Payment shall be made at the bid price per square yard to import and construct 36-inch stacked boulders and shall include full compensation for all import of boulders, dewatering, fabric, special backfills, chinking, labor, equipment, tools, and materials necessary to construct the structures.

Rock Vanes shall be in accordance with Section 626 of the Technical Specifications.

**BID ITEM NO. 19: TYPE II MANHOLE WITH ECCENTRIC CONE TOP (EA)**

a. Measurement

The quantity of standard Type II manholes to be paid for will be determined by measurement of the number of manholes constructed and accepted by the Engineer as complying with the plans and specifications. Standard manholes shall be installed in accordance with City of Colorado Springs Standard Specifications.

b. Payment

Payment shall include full compensation for all labor, equipment, tools, materials, excavation, structure backfill, dewatering, prepping, forming, grouting of the bench, rings, covers, collars, channelization and all other items all other items necessary to complete the work.

## **BID ITEM NO. 20: SOIL RIP RAP (TYPE H)(SY)**

### a. Measurement

The quantity of Soil Rip Rap (Type H) to be paid for will be determined by measurement of the number of square yards placed and accepted by the Owner's Representative as complying with the plans and specifications. The measurement does not include the thickness of the bedding. Soil Riprap shall be in accordance with Section 624 of the *City of Colorado Springs Engineering Division Standard Specifications* and the supplemental technical specification provided for in these specifications. Make sure the total square yards includes the area around/adjacent to the weir walls

### 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. Payment shall include all materials, labor, and equipment required to place and install the riprap on the emergency spillway as shown on the drawings and shall include, but is not limited to:

1. Furnishing, transporting, and placing all riprap and bedding.
2. Furnishing, transporting, and placing all 36-inch boulders (boulder sill) and bedding. 36-inch boulders shall be grouted after placement
3. Dewatering, excavating, backfilling, and compacting/plating.
4. Removing and disposing excavated material and debris.
5. Providing approved material required to mix with riprap or wash with water into riprap.

Site reconnaissance indicates that 20% of rip rap presently located at the toe of the existing embankment and shall be salvaged for use for this bid item. Contractor shall price bid item for import of 80% of the required rock amount

## **BID ITEM 21: 18-INCH REINFORCED CONCRETE PIPE (RCP) CLASS III (LF)**

### a. Measurement

The quantity 18-Inch RCP storm sewer to be paid for will be determined by measurement of the number of lineal feet of pipe constructed measured along the centerline of the pipe, from the inside face of connecting structures, and accepted by the Owner's Representative as complying with the plans and specifications. Construction of RCP storm sewer shall be in accordance with City of Colorado Springs Standard Specifications most current version of Section 630 - Storm Drains and Culverts.

### b. Payment

Payment shall be made at the applicable contract unit price for each bid item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work. Payment for Reinforced Concrete Pipe (RCP) installation in any of the sizes

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mentioned above shall include but is not limited to:

1. Locating and protecting all existing utilities in and along the pipe length.
2. Furnishing, transporting and installing all pipes, special fittings, jointing materials and materials not otherwise provided for elsewhere in the drawings and specifications.
3. Conducting exploratory excavation and potholing.
4. Excavating, dewatering, backfilling, including furnishing transporting and placing material and compacting.
5. Construction the specific bedding, including the furnishing, placing and compacting of sand, gravel and rock.
6. Tapping and or connecting to other pipes and structures.
7. Supporting trenches, shoring or laying slope back if shoring is not used.
8. Disposing of debris, pipe and excess excavated material and damaged materials.
9. Providing all other related and necessary labor, equipment and materials to complete the work, and no additional compensation will be provided.

**BID ITEM NO. 22: 18-IN RCP FLARED END SECTION**

**(EA)**

a. Measurement

Measurement shall be per each flared end section and toe wall unit, complete in place, and shall include all tools, materials, labor, and equipment to complete the work including excavation and backfill, anchors, gaskets, couplings, joint fasteners, and concrete. Contractor shall field verify pipe diameters and invert elevations prior to ordering Flared End Sections.

b. Payment

Payment shall be made at the applicable contract unit price for the bid item and shall be considered full compensation for all labor, equipment, tools, and materials, required to complete the flared end sections and associated toe walls as indicated in the plans.

**BID ITEM NO. 23: F/A MINOR CONTRACT REVISIONS**

**(\$30,000)**

a. Measurement

The quantity in F/A to be paid for will be determined by number of approved changes found in B21-053 Black Squirrel Creek USAFA Drainage Improvements

the field by the Contractor or the Engineer. This bid item shall be used by the City to expedite any payment for any unforeseen changes needed during construction that have not been quantified as bid items. This bid item shall also be used to cover quantity extensions. The use of this bid item is at the City's discretion and any amount of such item not used during construction will be removed from the contract amount at the end of the project. Contractor will need written approval from the Engineer prior to moving forward with any changes along with the approved amount. The Contractor is not guaranteed any amount of the bid item not authorized by the Engineer.

b. Payment

Payment shall be made at increments at the Engineer's discretion and shall include full compensation for all labor, equipment, tools and materials necessary to complete the authorized work.

**BID ITEM NO 24: TEMPORARY SEED AND MULCH**

**(AC)**

a. Measurement

The quantity of Temporary Seed and Mulch (TSM) to be paid for will be measured in the field as the approximate average width of the seeding multiplied by the length of the TSM. TSM must be accepted in the field by the Engineer as complying with the plans and specifications. This item will be measured for payment on a per acre (AC) basis.

b. Payment

Payment shall be full compensation for materials, labor, equipment, tools, soil preparation, seed, drilling, hydro-mulching, spreading, conditioning, tilling, raking and watering needed for germination. The installation of weed-free straw or wood-strand erosion control mulch is incidental to the work and required over all seeded areas that are not covered with erosion control blanket. Temporary seedings shall take place during all phases of the work in accordance with the Stormwater Management Plan (SWMP) prepared for the project.

**ALTERNATE 1**

**BID ITEM NO. 25: PZ 22 SHEET PILING WITH GROUT CAP**

**(SF)**

a. Measurement

The quantity of sheet piling to be paid for will be determined by measurement of the square feet of PZ22 sheet piling wall constructed and accepted by the Engineer as complying with the plans and specifications.



b. Payment

Payment for sheet piling shall include full compensation for all labor, equipment, tools, materials, excavation, backfill, dewatering, subgrade preparation, vibrating, field cutting, splicing, concrete cap, finish grading and all other items of work involved in this pay item as indicated on the plans.

Sheet Pile shall be in accordance with Section 510 of the Technical Specifications.

**END OF  
SECTION**

## **SCHEDULE F**

### **List of Exhibits**

Exhibit 1	Sample Contract
Exhibit 2	Minimum Insurance Requirements
Exhibit 3	Qualification Statement
Exhibit 4	Representations and Certifications
Exhibit 5	Bid Bond
Exhibit 6	Notification of Utilities
Exhibit 7	Construction Plans
Exhibit 8	Soils Report

**EXHIBIT 1 SAMPLE CONTRACT**

CONSTRUCTION CONTRACT

Contract Number:		Project Name/Title	
Vendor/Contractor			
Contact Name:		Telephone:	
Email Address:			
Address:			
Federal Tax ID #		Please check one:	<input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Partnership
City Contracting Specialist	Name & Phone#	City Dept Rep	Name & Phone# & Department Name
NOT TO EXCEED Contract Amount:		City Account #	Acct Code (5) Fund (3) Dept (4) Project (7)
Contract Type:		Period of Performance:	

**1. INTRODUCTION**

THIS TYPE CONTRACT ("Contract") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2018 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: XXXXXXXXX.

The Contractor did on the \_\_\_ day of \_\_\_\_\_, 2018 submit to the City the Contractor's written offer and proposal to do the work therein described under the terms and conditions therein set forth and furnish all materials, supplies, labor, services, transportation, tools, equipment, and parts for said work in strict conformity with the accompanying Contract Documents, which are attached hereto and incorporated herein by this reference, including the following:

1. This Contract
2. Appendix A – Additional Terms and Conditions
3. Appendix B – Contractor’s Proposal,
4. Appendix C – Statement of Work.
5. Schedule A – Bid Form
6. Schedule B – General Construction Terms and Conditions
7. Schedule C – Special Construction Terms and Conditions

B21-053 Black Squirrel Creek USAFA Drainage Improvements

8. Schedule D – General Specifications
9. Schedule E – Special Specifications
10. Exhibit 1 – Performance Bond
11. Exhibit 2 – Labor and Material Payment Bond
12. Exhibit 3 – Maintenance Bond
13. Exhibit 4 – Notification of Utilities
14. Exhibit 5 – Project Schedule

## **2. COMPENSATION/CONSIDERATION**

If FFP:

THIS FIRM FIXED PRICE CONTRACT is established at firm fixed amount of \$xxxxxxx.

Subject to the terms and conditions of the Contract Documents, Contractor shall provide all materials, supplies, labor, services, transportation, tools, equipment, and parts to perform \_\_\_\_\_ services for the City of Colorado Springs in a good and workmanlike manner to the satisfaction of the City for the total contract amount designated above and in the Notice of Award, to be paid by the City to the Contractor.

If T&M

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

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

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

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

(i) notifies the Contractor in writing that the estimated cost has been increased and

(ii) provides a revised estimated total not to exceed price of performing this Contract.

#### IF FIXED UNIT PRICE

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 **49 Calendar Days** after the Notice-to-Proceed ("Period of Performance") as per the specifications and drawings. The Contractor shall provide a two-year guarantee on all work performed under this Contract after the job has been completed and accepted.

### 4. INSURANCE

The Contractor shall provide and maintain acceptable Insurance Policy(s) consistent with the Minimum Insurance Requirements attached as Schedule F, which includes Property, Liability, and as otherwise listed in Schedule F. 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 Project Manager: Changes up to \$14,999.99



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

## **12. ASSIGNMENT**

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

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

## **13. CHOICE OF LAW**

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

## **14. WORKERS' COMPENSATION INSURANCE**

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

## **15. INDEMNIFICATION**

Contractor agrees that the Contractor shall indemnify, defend and hold harmless the City, its officers, employees and agents, from and against any and all loss, damage, injuries, claims, cause or causes of action, or any liability whatsoever resulting from, or arising out of, or in connection with the Contractor's obligations or actions under this

Contract caused by any willful or negligent error, omission or act or a failure to observe any applicable standard of care by the Contractor or any person employed by it or anyone for whose acts the Contractor is legally liable. In consideration of the award of this Contract, to the extent damages are covered by insurance, the Contractor agrees to waive all rights of subrogation against the City, its subsidiary, parent, associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers for losses arising from the work performed by the Contractor for the City.

The indemnification obligation shall survive the expiration or termination of this Contract.

## **16. INDEPENDENT CONTRACTOR**

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

## **17. APPLICABLE LAW AND LICENSES**

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

## **18. PRIOR AGREEMENTS**

This is a completely integrated Contract and contains the entire agreement between the parties. Any prior written or oral agreements or representations regarding this

Contract shall be of no effect and shall not be binding on the City. This Contract may only be amended in writing, and executed by duly authorized representatives of the parties hereto.

## **19. INTELLECTUAL PROPERTY**

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

## **20. WAIVERS**

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

## **21. THIRD PARTIES**

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

## **22. TERMINATION**

### **A. Termination for Convenience.**

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

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

- i. Contractor's failure to perform the work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule as adjusted from time to time.
- ii. Contractor's disregard of the laws or regulations of any public body having jurisdiction.
- iii. Contractor's disregard of the authority of Project Manager.
- iv. Contractor's violation in any material provision of the Contract Documents.
- v. Contractor's failure to make prompt payments to its subcontractors, and suppliers of any tier, or laborers or any person working on the work by, through, or under the Contractor or any of them, any all of their employees, officers, servants, members, and agents.
- vi. Contractor files a petition commencing a voluntary case under the U.S. Bankruptcy Code, or for liquidation, reorganization, or an arrangement pursuant to any other U.S. or state bankruptcy Laws, or shall be adjudicated a debtor or be declared bankrupt or insolvent under the U.S. Bankruptcy Code, or any other federal or state laws relating to bankruptcy, insolvency, winding-up, or adjustment of debts, or makes a general assignment for the benefit of creditors, or admits in writing its inability to pay its debts generally as they become due, or if a petition commencing an involuntary case under the U.S. Bankruptcy Code or an answer proposing the adjudication of Contractor as a debtor or bankrupt or proposing its liquidation or reorganization pursuant to the Bankruptcy Code or any other U.S. federal or state bankruptcy laws is filed in any court and Contractor consents to or acquiesces in the filing of that pleading or the petition or answer is not discharged or denied within sixty (60) Calendar Days after it is filed.
- vii. A custodian, receiver, trustee or liquidator of Contractor, all or substantially all of the assets or business of Contractor, or of Contractor's interest in the Work or the Contract, is appointed in any proceeding brought against Contractor and not discharged within sixty (60) Calendar Days after that appointment, or if Contractor shall consent to or acquiesces in that appointment.
- viii. Contractor fails to commence correction of defective work or fails to correct defective work within a reasonable period of time after written notice. If one or more of the events identified in Paragraphs i-viii above occur, City may give Contractor written notice of the event and direct the event be cured. Any such Notice to Cure will provide Contractor a minimum of ten (10) calendar days to prepare and submit to the Project Manager a plan to correct the Event of Default. If such plan to correct the Event of Default is not submitted to the Project Manager within ten (10) days after the date of the written notice or such plan is unacceptable to the City, the City may, give Contractor (and the Surety, if any) written notice that Contractor's

services are being terminated for cause. Upon delivery of the termination notice, City may terminate the services of Contractor in whole or in part, exclude Contractor from the site, and take possession of the work and of all Contractor's tools, appliances, construction equipment, and machinery at the project site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion), incorporate in the work all materials and equipment stored at the site or for which City has paid Contractor but which are stored elsewhere, and finish the work as City may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until Certificate of Completion of the work. In the event City terminates this Contract for Cause and the cost of completing the work exceeds the unpaid balance of the Contract price, Contractor shall pay City for any costs of completion which exceed the Contract price when combined with all amounts previously paid to Contractor. When exercising any rights or remedies under this paragraph City shall not be required to obtain the lowest price for the work performed. Should the cost of such completion, including all proper charges, be less than the original Contract price, the amount so saved shall accrue to the City. Neither the City nor any officer, agent or employee of the City shall be in any way liable or accountable to the Contractor or the Surety for the method by which the completion of the said work, or any portion thereof, may be accomplished or for the price paid.

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

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

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

## **23. BOOKS OF ACCOUNT AND AUDITING**

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

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

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

## **24. ILLEGAL ALIENS**

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

## **25. COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT OF 1986**

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

## **26. LABOR**

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

In 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., the Contractor will not discriminate against any employee or applicant for employment because of disability, race, creed, color, sexual orientation, religion, age, national origin, or ancestry. But, with regard to a disability, it is not a discriminatory or an unfair employment practice for an employer to take into consideration disability if there is no reasonable accommodation that the employer can make with regard to the disability, the disability actually disqualifies the person from the job, and the disability has a significant impact on the job. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their disability, race, creed, color, sexual orientation, religion, age, national origin, or ancestry. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship.
- B. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- C. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to disability, race, creed, color, sexual orientation, religion, age, national origin, or ancestry.
- D. Contractor will cooperate with the City in using Contractor's best efforts to ensure that Disadvantaged Business Enterprises are afforded the maximum opportunity to compete for subcontracts or work under this Contract.

## **29. ORDER OF PRECEDENCE**

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

- A. This Contract document with its terms and conditions
- B. Specific Construction Terms and Conditions
- C. General Construction Terms and Conditions
- D. The Statement of Work
- E. 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:
- i. If either Party disputes or disagrees with a Contract term or the other Party's interpretation of a Contract term or has any other administrative or contractual dispute not addressed in the Unanticipated Circumstances provisions, such Party shall promptly give the other Party written notice of said dispute.
  - ii. The Parties shall hold a meeting as soon as reasonably possible, but in no event later than thirty (30) calendar days from the initial written notice of the dispute, attended by persons with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute; provided, however, that no such meeting shall be deemed to vitiate or reduce the obligations and liabilities of the Parties or be deemed a waiver by a Party of any remedies to which such Party would otherwise be entitled unless otherwise agreed to by the Parties in writing.
  - iii. If, within thirty (30) calendar days after such meeting, the Parties have not succeeded in negotiating a resolution of the dispute, they agree to submit the dispute to non-binding mediation and to bear equally the costs of the mediation.
  - iv. The Parties will jointly appoint a mutually acceptable mediator. If they fail to do so within twenty (20) calendar days from the conclusion of the negotiation period, they shall each select a mediator. The two mediators will then appoint a third mediator who shall conduct mediation for the Parties as the sole mediator.
  - v. The Parties agree to participate in good faith in the mediation and negotiations for a period of thirty (30) calendar days. The substantive and procedural law of the State of Colorado shall apply to the proceedings. If the Parties are not successful in resolving the dispute through mediation, then the Parties shall be free to pursue any other remedy afforded by the laws of the State of Colorado.
  - vi. Until final resolution of any dispute hereunder, the Contractor shall diligently proceed with the performance of this Contract as directed by the City. For purposes of this Contract, termination for convenience shall not be deemed a dispute. The City of Colorado Springs and the Contractor agree to notify each other in a timely manner of any claim, dispute, or cause of action arising from or related to this Contract, and to negotiate in good faith to resolve any such claim, dispute, or cause of action. To the extent that such negotiations fail, the City of Colorado Springs and the Contractor agree that any lawsuit or cause of action that arises from or is related to this Contract shall be filed with and litigated only by the Colorado District Court for El Paso County, CO.

### **32. DELIVERY**

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

### **33. PAYMENTS**

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

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

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

Each invoice must contain at least the following information:

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

#### **IF T&M**

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

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

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

### **34. INSPECTION OF SERVICES**

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

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

### **35. SECURITY**

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

### **36. TIME IS OF THE ESSENCE**

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

### **37. EMPLOYMENT OF LABOR**

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

### **38. SALES TAX**

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

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

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

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

Forms and instructions can be downloaded at <https://coloradosprings.gov/cat/government/tax-information/sales-tax>. Questions can be directed to the City Sales Tax Division at (719) 385-5903.

Our Registration Numbers are as follows:  
City of Colorado Springs  
Federal I.D.: 84-6000573  
Federal Excise: A-138557  
State Sales Tax: 98-03479

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

### **39. SEVERABILITY**

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

### **40. LIABILITY OF CITY EMPLOYEES**

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

### **41. USE OF CITY NAME OR LOGO**

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

### **42. TRAVEL**

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

### **43. APPENDICES**

The following Appendices are made a part of this Agreement:

B21-053 Black Squirrel Creek USAFA Drainage Improvements

1. Appendix A – Additional Terms and Conditions
2. Appendix B – Contractor's Proposal,
3. Appendix C – Statement of Work.
4. Appendix D – Project Schedule
5. Appendix E – Exhibits from the RFP
  - Performance Bond (Exhibit 8 of the RFP)
  - Labor and Material Payment Bond (Exhibit 9 of the RFP)
  - Maintenance Bond (Exhibit 10 of the RFP)
  - Notification of Utilities (Exhibit 11 of the RFP)
6. Schedule A – Bid Form
7. Schedule B – General Construction Terms and Conditions
8. Schedule C – Special Construction Terms and Conditions
9. Schedule D – General Specifications
10. Schedule E – Special Specifications
11. Schedule F – Insurance Requirements

**CONTRACT SIGNATURE PAGE**

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

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

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

<b>THE CITY OF COLORADO SPRINGS, COLORADO:</b>

<b>SECOND PARTY:</b>	
Corporate Name	
Signature	Date
Title	



## EXHIBIT 2 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.

<input checked="" type="checkbox"/>	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.
<input checked="" type="checkbox"/>	Workers' Compensation and Employers Liability as required by statute. Employers Liability coverage is to be carried for a minimum limit of \$100,000.
<input checked="" type="checkbox"/>	Automobile Liability covering any auto (including owned, hired, and non-owned autos) with a minimum of \$1,000,000 each accident combined single limit.

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

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

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

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

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

\_\_\_\_\_  
(Date)

**EXHIBIT 3 – QUALIFICATION STATEMENT  
CITY OF COLORADO SPRINGS  
QUALIFICATION STATEMENT**

This statement will provide information which will enable the City to evaluate the qualifications of your firm and staff with regard to the requirements of this Invitation for Bid. Please complete this form in its entirety and submit it (in the number of copies requested) along with the other required proposal documents. If a request in the Qualification Statement is contained in the Bid, indicate the section in the Bid where that information can be found.

**(PRINT)**

FIRM NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY STATE ZIP: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
AUTHORIZED SIGNATURE: \_\_\_\_\_  
PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_  
E-MAIL ADDRESS: \_\_\_\_\_

**1. TYPE OF BUSINESS**

CORPORATION  INDIVIDUAL   
PARTNERSHIP  JOINT VENTURE   
OTHER: \_\_\_\_\_

**2. TYPE OF LICENSE & LOCATION**

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

**3. TYPE OF SERVICE TO BE PROVIDED FOR RFP:** \_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

RFP YR-NMBR  
QUALIFICATION STATEMENT – PAGE 2

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

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

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

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

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

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

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

13. LIST **CURRENT** SIMILAR PROJECTS (LOCAL OR STATE-WIDE) UNDER CONTRACT- INCLUDE LOCATION OF PROJECT, SIZE OF PROJECT (CONTRACT AMOUNT) CONTACT NAME, ADDRESS, TELEPHONE NUMBERS.  
NOTE: DETAILED INFORMATION ON THESE PROJECTS MAY ALSO BE REQUESTED IN THE RFP PACKAGE.

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

---

Contact telephone and FAX Numbers:

---

2. Location of Project:

Size of Project:

Contract Amount:

Contact Name and Title:

Contact Address:

Contact telephone and FAX Numbers:

---

3. Location of Project:

Size of Project:

Contract Amount:

Contact Name and Title:

Contact Address:

Contact telephone and FAX Numbers:

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

1. Name:

Address:

Telephone Number:

Type of Work:

2. Name:

Address:

Telephone Number:

Type of Work:

3. Name:

Address:

Telephone Number:

Type of Work:

---

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

## EXHIBIT 4 -- REPRESENTATIONS AND CERTIFICATIONS

### 1. INSURANCE REQUIREMENTS

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

---

Initials for 1

### 2. ETHICS VIOLATIONS

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

---

Initials for 2

### 3. ILLEGAL ALIENS

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

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

---

Initials for 3

#### **4. COOPERATION WITH OTHER CONTRACTORS**

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

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City personnel, if applicable.

\_\_\_\_\_  
Initials for 4

## **5. INTERNET USE**

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

\_\_\_\_\_  
Initials for 5

## **6. LITIGATION**

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

\_\_\_\_\_  
Initials for 6

## **7. CONTRACTOR'S REGISTRATION INFORMATION**

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

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

\_\_\_\_\_ Nonprofit

\_\_\_\_\_ Small Business

\_\_\_\_\_ Minority Owned Business/Small Disadvantaged Business

\_\_\_\_\_ Woman Owned Business

\_\_\_\_\_ Veteran Owned Business

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\_\_\_\_\_ Service-Disabled Veteran Owned Business

\_\_\_\_\_ HUBZone Business

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

\_\_\_\_\_  
Initials for 7

### 8. CONTRACTOR PERSONNEL

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

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

\_\_\_\_\_  
Initials for 8

### 9. OFFEROR’S CERTIFICATION

The undersigned hereby affirms that:

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



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

d) The Offeror certifies that it has checked all of its figures, and understands that the City will not be responsible for any errors or omissions on the part of the Offeror in preparing its Bid.

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

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

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Initials for 9

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

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

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

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

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

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

### **12. CITY CONTRACTOR SAFETY PROGRAM**

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

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

\_\_\_\_\_  
Initials for 12

### **13. ACCEPTANCE OF CITY ENVIRONMENTALLY PREFERRED PURCHASING (EPP) POLICY**

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

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

\_\_\_\_\_  
Initials for 13

### **14. FRAUD, WASTE, AND ABUSE**

Everyone has a duty to report any suspected unlawful act impacting the City of Colorado Springs operations and its enterprises. Anyone who becomes aware of the existence or apparent existence of fraud, waste, and abuse in City of Colorado Springs is encouraged  
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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](mailto:FraudHotline@coloradosprings.gov). Any of these mechanisms allow for anonymous reporting. For more information, please go to the website <https://coloradosprings.gov/cityfraud>.

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Initials for 14

Name of Company:

Federal Tax ID Number:

DUNS Number:

Principle Place of Business:

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Signature of Authorized Representative

Printed Name:

Title:

Date:

**EXHIBIT 5 CITY OF COLORADO SPRINGS BID BOND**

1. KNOW ALL MEN BY THESE PRESENTS, THAT:

\_\_\_\_\_  
(Name) \_\_\_\_\_ As Principal, hereinafter called Principal, and  
\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(SURETY Name) \_\_\_\_\_ a corporation organized and existing under the  
laws of the State of:  
\_\_\_\_\_  
(SURETY Address)

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

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

2. WHEREAS, the Principal has submitted to the Obligee,  
a contract bid dated the \_\_\_\_\_ day of \_\_\_\_\_ For the following contract:  
\_\_\_\_\_

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

Signed and sealed on the dates set forth below:

\_\_\_\_\_  
(Witness) FOR: \_\_\_\_\_  
(Principals Name)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Seal) ITS: \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
(Witness) FOR: \_\_\_\_\_  
(Surety's Name)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Seal) ITS: \_\_\_\_\_

This \_\_\_\_\_ Day of \_\_\_\_\_

Bond # \_\_\_\_\_ This Bond  (is)  (is not) a SBA Guaranteed Bond.

## **EXHIBIT 6 – NOTIFICATION OF UTILITIES**

### General Information

It is the responsibility of the Contractor to notify all applicable utilities (including, but not limited to Colorado Springs Utilities) for utility locations at least two business days or twenty-four hours prior to commencing any work. Should any street be closed off for any amount of time, the Contractor must notify the Traffic Department. See the City of Colorado Springs Standard Specifications General Provisions for more information regarding utilities.

The City of Colorado Springs Standard Specifications and General Provisions indicated on the RFP for this project are included by reference. The above document may be reviewed or purchased at the City Administration Building, Engineering Division, at 30 South Nevada, Suite 403, Colorado Springs, Colorado, between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, accept holidays.

### Telephone References

- |   |                |
|---|----------------|
| 1. Utility Notification Center of Colorado      | 1-800-922-1987 |
| 2. Colorado Springs Utilities Electric          | (719) 448-4811 |
| 3. Colorado Springs Utilities Water, Wastewater | (719) 448-4200 |
| 4. Traffic Department                           | (719) 385-5908 |
| 5. Colorado Springs Utilities Gas Emergencies   | (719) 520-0100 |
| 6. Cable Television                             | (719) 633-6616 |
| 7. Telephone                                    | 1-800-954-0211 |

### Standard Utility Color Code

- |                |        |
|----------------|--------|
| 1. Natural Gas | Yellow |
| 2. Electric    | Red    |
| 3. Water       | Blue   |
| 4. Wastewater  | Green  |

### Contractor Responsibilities

1. Contact Colorado Springs Utilities, and/or other applicable utilities company or provider, at least twenty four hours prior to starting the project so that our service inspector can make contact on the job site.
2. All replacement taps will have to be coordinated and notification must be given to Colorado Springs Utilities twenty four hours prior to scheduling.
3. Any water interruption to properties involved must be notified at least twenty-four hours prior to shut down and coordinated with a service inspector.
4. If in the event a property or business is involved that cannot be without water the Contractor will be responsible for keeping them in water while the shut down is in effect.
5. If for any reason when water is restored after the shut down that a property has no

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water and Colorado Springs Utilities is contacted to determine the problem, the Contractor will be responsible for digging, regardless of the time of day to restore service. Contractor must provide Colorado Springs Utilities with a name and telephone number of an after hours contact in case of emergency.

6. All services which would be replaced will have to meet our water specifications and be approved by the Water service inspector.
7. All materials pertaining to lowering or replacing water service lines, regardless of size, will be the responsibility of the Contractor unless otherwise specified in Engineering Specifications and Plans.
8. If for any reason it would not be feasible to shut down and notify affected properties, it would be the responsibility of the Contractor to provide temporary water for the houses or businesses involved.

#### Pre-excavation Checklist

1. Indicate all gas and other utility lines a set of construction plans.
2. Notify City of Colorado Springs Underground Utility Line Locators at least two business days in advance at the division numbers listed above.
3. Utilities locations should be marked on the ground by City Locators.
4. All employees should be briefed on the marking and the standard utility color codes.
5. Employees should be trained on excavation and safety procedures for natural gas lines.
6. When excavation approaches gas lines, employees should expose lines by careful hand digging and probing.
7. Contact the City Forester for any tree protection requirements that may be included on contract specifications

**EXHIBIT 7 – CONSTRUCTION PLANS (SEE ATTACHMENT)**

Sheet Number	Sheet Name
1	Cover Sheet
2	General Notes
3-4	Typical Sections/Details
5	Access Plan
6	Horizontal Control/Demolition Plan
7	Plans and Profile
8	Erosion Control Plan
9	Revegetation Map
10	Erosion Control Details

**EXHIBIT 8- SOILS REPORT**