

Request for Quote (RFQ)

Date Issued: July 29, 2024

Project #: Q24-085 PB

Project Name: 1070 Transit Dr Building Refresh – Phase 2

SITE VISIT: August 7, 2024 10:00 AM MST

Questions about the RFQ must be submitted via email to
TransitContracting@coloradosprings.gov

QUESTIONS DUE: August 13, 2024 5:00 PM MST

QUOTES DUE: August 29, 2024 no later than 5:00 PM MST.

Quotes are to be submitted electronically on the BidNet Website (www.bidnetdirect.com).

If there are exceptions taken to any of the terms, conditions, or specifications listed in the attachments to this RFQ, they must be clearly stated with the exceptions form included in Exhibit C Solicitation Qualification Documents.

Please provide a quote on company letterhead for the scope of work listed in Exhibit A. Offerors must also complete and upload the Solicitation Qualification Documents in Exhibit C.

The City of Colorado Springs intends to award a contract resulting from this solicitation to the most responsive, responsible bidder, whose offer conforming to the solicitation, will be most advantageous to, and in the best interest of, the City of Colorado Springs, cost/price and other factors considered (specifications, project schedule, end of life cycle, etc.). In addition to other factors, quotes will be evaluated on the basis of advantages and disadvantages to the City that might result from offers received. The City reserves the right to reject any or all quotes and to waive informalities and/or irregularities in the quoted offer. The City reserves the right to request additional product literature and/or supplemental information if needed to determine whether or not a product meets minimum specifications.

A sample contract is attached to this RFQ as Exhibit D for reference.

CONTACT: Patty Bailey
Contracting Specialist
1070 Transit Dr.
Colorado Springs, CO 80903
(719) 385-7431
TransitContracting@coloradosprings.gov

Please Return:
Exhibit B Quote Sheet
Exhibit C Solicitation Qualifications Documents

EXHIBIT A SCOPE OF WORK

PROJECT SUMMARY

The City of Colorado Springs dba Mountain Metro Transit (MMT) requests proposals from qualified contractors for the construction and restoration required to refresh approximately 2,178 square feet of office space located at 1070 Transit Dr.

SCOPE OF WORK

- a) Breezeway F100
 - (1) Remove rubber cove base
 - (2) Remove carpet
 - (3) Patch and paint – color match rest of building (Sherwin Williams 7012 Creamy)
 - (4) Install new 24x24 carpet tiles
 - (5) Install new rubber cove base
 - (6) Rm Size = approx. 54sqft

- b) Hallway F117
 - (1) Patch and paint – color match rest of building (Sherwin Williams 7012 Creamy)
 - (2) Rm Size = approx. 432sqft

- c) Rm F103
 - (1) Perform selective demolition to accommodate for a standard door sized entryway into the customer service area (F102)
 - (2) Prepare, frame, furnish, and install a standard size wooden solid core door; furnish and install non-locking passthrough hardware, including door stopper
 - (3) Remove rubber cove base
 - (4) Remove carpet
 - (5) Patch and paint – color match rest of building (Sherwin Williams 7012 Creamy)
 - (6) Install new 24x24 carpet tiles
 - (7) Install new rubber cove base
 - (8) Rm Size = approx. 108sqft

- d) Rm F105
 - (1) Remove any unused dispensers (TBD by MMT PM)
 - (2) Patch and paint – color match rest of building (Sherwin Williams 7012 Creamy)
 - (3) Rm Size = approx. 234sqft

- e) Rm F108
 - (1) Remove any unused dispensers (TBD by MMT PM)
 - (2) Patch and paint – color match rest of building (Sherwin Williams 7012 Creamy)
 - (3) Rm Size = approx. 234sqft

- f) Rm F111
 - (1) Remove TV and Accessory Mount on South Wall
 - (2) Remove rubber cove base
 - (3) Remove carpet

- (4) Patch and paint – color match rest of building (Sherwin Williams 7012 Creamy)
 - (5) Install new 24x24 carpet tiles
 - (6) Install new rubber cove base
 - (7) Rm Size = approx. 404sqft
- g) Rm F112
- (1) Patch and paint – color match rest of building (Sherwin Williams 7012 Creamy)
 - (2) Rm Size = approx. 100sqft
- h) Rm F113
- (1) Remove rubber cove base
 - (2) Remove carpet
 - (3) Patch and paint – color match rest of building (Sherwin Williams 7012 Creamy)
 - (4) Install new 24x24 carpet tiles
 - (5) Install new rubber cove base
 - (6) Rm Size = approx. 144sqft
- i) Rm F114
- (1) Remove rubber cove base
 - (2) Remove carpet
 - (3) Patch and paint – color match rest of building (Sherwin Williams 7012 Creamy)
 - (4) Install new 24x24 carpet tiles
 - (5) Install new rubber cove base
 - (6) Rm Size = approx. 180sqft
- j) Rm F115
- (1) Remove rubber cove base
 - (2) Remove carpet
 - (3) Patch and paint – color match rest of building (Sherwin Williams 7012 Creamy)
 - (4) Install new 24x24 carpet tiles
 - (5) Install new rubber cove base
 - (6) Rm Size = approx. 144sqft
- k) Rm F116
- (1) Patch and paint – color match rest of building (Sherwin Williams 7012 Creamy)
 - (2) Rm Size = approx. 144sqft

PROJECT SCHEDULE

The project is located at 1070 Transit Drive, Colorado Springs, CO, 80903, and the Contractor will have access to the site during the hours of 7am-4:30pm weekdays. The Contractor shall coordinate the project construction schedule with the MMT Project Manager (PM). The contractor must make prior arrangements with the MMT PM for additional hours of work or for work on Saturdays and Sundays.

Contractor's submittal shall include a proposed project schedule for timely completion of the project. If work falls behind the approved schedule, Contractor must take such action as necessary to appreciably improve its progress, without additional cost to MMT.

PERIOD OF PERFORMANCE

The period of performance for this project will be 30 days from issuance of the Notice to Proceed. If work falls behind the approved schedule, Contractor must take such action as necessary to appreciably improve its progress, without additional cost to MMT.

WARRANTY PROCEDURE

The contractor shall comply with all warranty provisions according to the General Conditions of the Contract. The warranty period shall include materials, labor and trip charges, directly related to the warranty claim. All materials warranty certificates must be presented to the PM at the time of completion, if applicable.

- 1) In addition to any warranties in this contract, the Contractor warrants, except as provided in paragraph (9) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in material or workmanship performed by the Contractor, or any subcontractor or supplier at any tier.
- 2) This warranty shall continue for a period of 2 years from the date of the final acceptance and issuance of the certificate of completion for the work – if applicable. If the City takes possession of any part of the work before final acceptance, this warranty shall continue for the period of 2 years from the date the City takes possession.
- 3) The Contractor shall remedy, at the Contractor's expense, any damage to City owned or controlled real or personal property, when that damage is the result of:
 - a) The Contractor's failure to conform to the contract requirements; or
 - b) Any defect of material or workmanship.
- 4) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Service Contractor's warranty with respect to work repaired or replaced will run for 2 years from the date of repair or replacement.
- 5) The PM shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.
- 6) If the Contractor fails to remedy any failure, defect or damage with a reasonable time after receipt of notice, the city may replace, repair or otherwise remedy the failure, defect or damage at the Contractor's expense.
- 7) With respect to all warranties, expressed or implied, from subcontractors, manufacturers or suppliers for work performed and materials furnished under this contract, the Contractor shall:
 - a) Obtain all warranties that would be given in normal commercial practice.
 - b) Require all warranties to be executed, in writing, for the benefit of the city.
 - c) Enforce all warranties for the benefit of the city.
- 8) If the Contractor's warranty under paragraph (2) of this clause has expired, the City may bring suit, at its expense, to enforce a subcontractor's, manufacturer's or supplier's warranty.
- 9) Unless the defect is caused by the negligence of the Contractor, subcontractor or supplier, at any tier, the Contractor is not liable for the repair of any defects of material furnished by the City, nor for the repair of any damage that may result from any defect in City furnished materials.
- 10) This warranty does not limit the City's rights under the Inspection and Acceptance clause of this contract, with respect to latent defects, gross mistakes, or fraud.

MISCELLANEOUS CONTRACTOR REQUIREMENTS

1. Contractor shall be responsible for verifying all field dimensions, site conditions, floor slab thicknesses, and electric/plumbing locations that may affect the performance and cost of work **before** submitting a proposal for the project.
2. The Contractor shall be responsible for the movement of furniture in and out of work areas included in the scope of work.
3. Any drawings or figures provided are for general reference purposes only, because the actual "as-built" conditions may differ. If there is a conflict between plans, specification and these special provisions, the order of precedence as set forth in the contract will apply.
4. The Contractor shall be responsible for securing the construction area during work and at the end of each working day.
5. The Contractor shall take all precautions necessary to prevent damage to existing building, electrical, plumbing, HVAC, structures, and foundations. This includes providing any necessary shoring or bracing of footings, foundation walls, etc.
6. During the progression of the work, the work sites must be kept in a neat condition and free from accumulations of waste material or rubbish.
7. Dispose of all items removed which are not planned for reuse or salvage. Remove and dispose of all debris, waste, surplus materials, rubbish, and excess soil. Any required waste profiling and analytical testing shall be performed at no additional expense to MMT. Ensure that the site is clean prior to the final inspection.
8. Upon completion of all installation activities, Contractor shall verify that the entire project has been completed according to the statement of work, details, and specifications. The Contractor shall be responsible for correcting any faults. Any testing required shall be in accordance with the manufacturer's instructions and industry standards and shall be documented.

SCOPE AND STANDARDS

The Contractor shall complete these repairs in strict accordance with all applicable federal, state, and local regulatory requirements, as well as the best practices of the profession. The more stringent specifications/requirements shall apply.

1070 Refresh Phase 1 Finish Selections

Customer Service Carpet:

Style 5T210

Color 08597

Customer Service Cove Base:

63 – Burnt Umber – B

Customer Service – Service Counter Laminate:

Solar Oak 7816-60

Lobby and Kitchenette Paint:

Wall Color: SW 7012 - Creamy White

Door and Window Frame Color: SW 7069 – Iron Ore

EXHIBIT B QUOTE SHEET

Offeror must upload quote sheet to the BidNet Direct Purchasing System at:
www.bidnetdirect.com

1070 Transit Dr Refresh Phase 2

ITEM	QTY	UNIT	Unit Cost	NOTES
Old Rubber Cove Base and Tile Carpet Removal and Disposal	1034	Sq Ft		
New Rubber Cove Base and Tile Carpet Furnish and Installation	1034	Sq Ft		
Patch and Paint	2178	Sq Ft		
Doorway Demo/Construction	1			
Dumpster Rental	1			
Total				
Overhead and Profit	1			
Contingency	1			
TOTAL				

EXHIBIT C SOLICITATION QUALIFICATION DOCUMENTS

Offeror must complete the PDF document included with the RFQ and submit to the BidNet Direct Purchasing System at: www.bidnetdirect.com

EXHIBIT D SAMPLE CONTRACT

CONSTRUCTION CONTRACT

Contract Number:	xxxxx	Project Name/Title	1070 Transit Building Refresh Phase 2
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# Patty Bailey (719) 385-7431	City Dept Rep	Name & Phone# & Department Name Peter Valela (719) 385-7430 Public Works
NOT TO EXCEED Contract Amount:	Fixed Unit Price	City Account #	Acct Code (5) Fund (3) Dept (4) Project (7)
Contract Type:		Period of Performance:	After NTP is issued

1. INTRODUCTION

THIS TYPE CONTRACT ("Contract") is made and entered into this ___ day of _____, 2024 by and between the City of Colorado Springs, a Colorado municipal corporation and home rule city, in the County of El Paso, State of Colorado, (the "City"), and _____ (the "Contractor").

THE CITY AND THE CONTRACTOR HEREBY AGREE AS FOLLOWS:

The City has heretofore prepared the necessary Contract Documents for the following Activity: 1070 Transit Dr. Building Refresh Phase 2.

The Contractor did on the ___ day of _____, 2024 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. Appendix D – Exhibits from the RFQ
Exhibit 1 – Performance Bond

- Exhibit 2 – Labor and Material Payment Bond
- Exhibit 3 – Maintenance Bond
- Exhibit 4 – Notification of Utilities
- Exhibit 5 – Project Schedule
- 6. Schedule A – Proposal Price Sheet
- 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

2. COMPENSATION/CONSIDERATION

THIS FIXED UNIT 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 1070 Transit Dr. Building Refresh 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.

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

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

and

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

3. TERM OF CONTRACT

Contractor will start work promptly after the Notice to Proceed and continue to work diligently until completed. The Contractor shall complete all work on an as ordered basis throughout the Contract period which is **XX 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.

The following provisions shall apply to this Contract and shall take precedence and control in the event of conflict with any other provisions of the Contract:

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 Mountain Metropolitan Transit 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 Mountain Metropolitan Transit Procurement Services Division.

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.

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. COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT OF 1986

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

25. LABOR

The Contractor shall employ only competent and skilled workmen and foremen in the conduct of work on this Contract. The Contractor shall at all times enforce strict discipline and good order among Contractor's employees. The Project Manager shall have the authority to order the removal from the work of any person, including Contractor's or any subcontractor's employees, who refuses or neglects to observe any of the provisions of these Plans or Specifications, or who is incompetent, abusive,

threatening, or disorderly in conduct and any such person shall not again be employed on the Project.

In 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.

26. GRATUITIES

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

27. NON-DISCRIMINATION

- A. In accord with section 24-34-402, C.R.S., Title VII of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 as amended, all applicable federal and state laws, the Contractor will not discriminate against any employee or applicant for employment because of disability, race, creed, color, sex, sexual orientation, gender identity, gender expression, religion, age, national origin, or ancestry.
- B. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- C. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to disability, race, creed, color, sex, sexual orientation, gender identity, gender expression, religion, age, national origin, or ancestry.

28. ORDER OF PRECEDENCE

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

- A. This Contract document with its terms and conditions
- B. 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

29. HEADINGS

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

30. DISPUTES

- A. All administrative and contractual disputes arising from or related to this Contract 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.

31. DELIVERY

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

32. PAYMENTS

All invoices shall be sent to accountspayable@coloradosprings.gov.

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.

33. INSPECTION OF SERVICES

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

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

34. SECURITY

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

35. TIME IS OF THE ESSENCE

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

36. EMPLOYMENT OF LABOR

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

37. SALES TAX

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

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

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

Note: For all equipment, materials and supplies incorporated into the work purchased from vendors or suppliers not licensed to collect City Sales Tax (i.e. out of state suppliers, etc.), City Use Tax is due and payable to the City. The Contractor shall execute and deliver, and shall cause the Contractor's subcontractors to execute and deliver to the City Sales Tax Office, ST 17 forms listing all said equipment, materials and supplies and the corresponding use tax due, along with payment for said taxes. Any outstanding taxes due may be withheld from the final payment due the Contractor and may result in suspension of Contractor from bidding on City projects.

Forms and instructions can be downloaded at <https://coloradosprings.gov/sales-tax/page/construction-contractors?mlid=47576>. 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.

38. SEVERABILITY

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

39. LIABILITY OF CITY EMPLOYEES

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

40. USE OF CITY NAME OR LOGO

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

41. TRAVEL

If travel expenses are included as a line item in this Contract, all travel expenses incurred and billable by the Contractor are subject to City approval. Air travel shall be limited to the round trip "economy coach" fare. Travel from the Colorado Springs Airport is encouraged. Unless there are extenuating circumstances, the 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.

42. APPENDICES

The following Appendices are made a part of this Agreement:

1. Appendix A – Additional Terms and Conditions
2. Appendix B – Contractor's Proposal,
3. Appendix C – Statement of Work.
4. Appendix D – Exhibits from the RFQ
 - Exhibit 1 – Performance Bond
 - Exhibit 2 – Labor and Material Payment Bond
 - Exhibit 3 – Maintenance Bond
 - Exhibit 4 – Notification of Utilities
 - Exhibit 5 – Project Schedule

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

CONTRACT SIGNATURE PAGE

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

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

THE CITY OF COLORADO SPRINGS, COLORADO:	
Signature	Date
Title	

SECOND PARTY:	
SAMPLE CONTRACT ONLY	
Corporate Name	
Signature	Date
Title	

**EXHIBIT E – BONDS
FOLLOWS THIS PAGE**



CITY OF COLORADO SPRINGS PERFORMANCE BOND

1. KNOW BY ALL MEN BY THESE PRESENTS, THAT

(Name)

(Address)
As Principal, hereinafter called "Principal," and

(SURETY Name)

(SURETY Address)
A corporation organized and existing under the laws of the State of _____

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 "Obligee," in the sum of WRITTEN DOLLAR AMOUNT (\$x,xxx,xxx.xx Dollars) lawful money of the United States of America

- 2. WHEREAS, the Principal and the Obligee have entered into a contract dated the XX day of XX, 2022 for the following project: Project Name Contract # C0XXXX, which contract is by reference made a part hereof, and referred to as "Contract."
- 3. NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the Principal shall promptly and faithfully perform all terms, conditions and other obligations of the Contract, and any modifications or extensions thereof granted by the Obligee, then this obligation shall be null and void: otherwise this obligation shall remain in full force and effect.
- 4. The Surety for value received agrees that no extension of time, change in, addition to, or other alteration or modification of the terms, conditions or obligations of the Contract or work to be performed thereunder, or any forbearance on the part of either the Obligee or the Principal to the other shall in any way release or affect the liability or obligation of this Bond, and the Surety hereby waives notice of any such extension of time, change, addition, modification, alteration or forbearance.



Page Two (2) of Performance Bond

Signed and Sealed on the dates set forth below:

FOR: _____
(Witness) _____ (PRINCIPAL's Name)

BY: _____

ITS: _____

(Seal) _____ This ____ Day of _____, 2022

FOR: _____

(Witness) _____ FOR: (SURETY'S Name)

BY: _____

ITS: _____

(Seal) _____ This ____ Day of _____, 2022

Bond #: _____ This Bond (is) (is not) an SBA Guaranteed Bond.



CITY OF COLORADO SPRINGS LABOR & MATERIAL PAYMENT BOND

1. KNOW BY ALL MEN BY THESE PRESENTS, THAT

(Name)

(Address)

As Principal, hereinafter called "Principal," and

(SURETY Name)

(SURETY Address)

A corporation organized and existing under the laws of the State of _____

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 "Obligee," in the sum of WRITTEN DOLLAR AMOUNT (\$x,xxx,xxx.xx Dollars) lawful money of the United States of America

2. WHEREAS, the Principal and the Obligee have entered into a contract dated the XX day of XX, 2022 for the following project: Project Name Contract # C0XXXX, which contract is by reference made a part hereof, and referred to as "Contract."

3. NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the Principal shall promptly make payments of all amounts lawfully due to all persons supplying or furnishing the Principal or the Principals subcontractors with labor, materials, rental machinery, tools or equipment used or performed in the prosecution of the work provided for in the Contract; and if the Principal shall indemnify and save harmless the Obligee to the extent of any payments in connection with the carrying out of the Contract which the Obligee may be required to pay under the law, all in accord with Colorado State Law, Section 38-26-105 C.R.S., then this obligation shall be null and void; otherwise this obligation shall remain in full force and effect.

AND FURTHER, should the Principal or the Principal's subcontractors fail to duly pay for any labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by the Principal or the Principal's subcontractors in the performance of the work contracted to be done, or fails to pay any person who supplies rental machinery, tools or equipment, all amounts due as the result of the use of such machinery, tools, or equipment, in the prosecution of the work under the Contract, the Surety shall pay the same in an amount not exceeding the sum specified in this Bond together with interest at the rate of eight percent per annum, in accordance with Colorado State Law, Section 38-26-106 C.R.S.



In accordance with Colorado State Law, Section 38-26-105 C.R.S., actions against the Principal and Surety under this Bond shall be brought within six months after the final completion of the Contract as defined by the ordinances, rules and regulations of the City of Colorado Springs, Colorado, a home rule City, and not afterwards.

4. The Surety for value received agrees that no extension of time, change in, addition to, or other alteration or modification of the terms, conditions or obligations of the Contract or work to be performed thereunder, or any forbearance on the part of either the Obligee or the Principal to the other shall in any way release or affect the liability or obligation of this Bond, and the Surety hereby waives notice of any such extension of time, change, addition, modification, alteration or forbearance.



Page Two (2) of Labor and Material Payment Bond

Signed and Sealed on the dates set forth below:

FOR: _____
(Witness) _____ (PRINCIPAL's Name)

BY: _____

ITS: _____

(Seal) _____ This ____ Day of _____, 2022

FOR: _____

(Witness) _____ FOR: (SURETY'S Name)

BY: _____

ITS: _____

(Seal) _____ This ____ Day of _____, 2022

Bond #: _____ This Bond (is) (is not) an SBA Guaranteed Bond.



CITY OF COLORADO SPRINGS MAINTENANCE BOND

1. KNOW BY ALL MEN BY THESE PRESENTS, THAT

(Name)

(Address)
As Principal, hereinafter called "Principal," and

(SURETY Name)

(SURETY Address)
A corporation organized and existing under the laws of the State of _____

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 "Obligee," in the sum of WRITTEN DOLLAR AMOUNT (\$x,xxx,xxx.xx Dollars) lawful money of the United States of America

- 2. WHEREAS, the Principal and the Obligee have entered into a contract dated the XX day of XX, 2022 for the following project: Project Name Contract # C0XXXX, which contract is by reference made a part hereof, and referred to as "Contract."
- 3. NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the Principal shall promptly, properly and without cost to Obligee perform all maintenance and other guarantee obligations under the terms of the Contract, including any modifications or extensions thereof granted by the Obligee, for a period of TWO (2) year(s) from the date of final payment upon the Contract by the Obligee, and in the case of each correction or repair, during a period of ONE (1) year after the date of said correction or repair or for the remaining period of years set forth herein, whichever is longer, then this obligation shall be null and void; otherwise this obligation shall remain in full force and effect.
- 4. The Surety for value received agrees that no extension of time, change in, addition to, or other alteration or modification of the terms, conditions or obligations of the Contract or work to be performed thereunder, or any forbearance on the part of either the Obligee or the Principal to the other shall in any way release or affect the liability or obligation of this Bond, and the Surety hereby waives notice of any such extension of time, change, addition, modification, alteration or forbearance.



Page Two (2) of Maintenance Bond

Signed and Sealed on the dates set forth below:

FOR: _____
(Witness) _____ (PRINCIPAL's Name)

BY: _____

ITS: _____

(Seal) _____ This ____ Day of _____, 2022

FOR: _____

(Witness) _____ FOR: (SURETY'S Name)

BY: _____

ITS: _____

(Seal) _____ This ____ Day of _____, 2022

Bond #: _____ This Bond (is) (is not) an SBA Guaranteed Bond.



**ORIGINAL COPY
POWER OF ATTORNEY ON ALL BONDS**

SCHEDULE A – 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, except 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 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

SCHEDULE B – CONSTRUCTION TERMS AND CONDITIONS

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

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

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