



## REQUEST FOR PROPOSAL

# R15-145 LJ

November 17, 2015

## 2016 (2C) PRE-OVERLAY CONCRETE WORK

**THE CITY OF COLORADO SPRINGS**  
**PUBLIC WORKS - STREETS DIVISION**

### PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference is scheduled for this solicitation at 1:00 P.M. on TUESDAY,  
DECEMBER 1, 2015.

**PROPOSALS ARE DUE NO LATER THAN**  
**FRIDAY, DECEMBER 18, 2015 AT 3:00 P.M.**

**Contact**

Lee Jenniges  
Contracting Specialist  
Colorado Springs, CO 80903-2599  
(719) 385-5266  
FAX (719) 475-8477  
[ljenniges@springsgov.com](mailto:ljenniges@springsgov.com)

**PROJECT BRIEF DESCRIPTION**

**SCOPE OF SERVICES**

It is the intent of this RFP to award multiple concrete repair contracts for pre-overlay repairs at various locations throughout the City of Colorado Springs.

The City will select those firms deemed to be most highly qualified to perform the concrete repair work in accordance with the evaluation criteria. (See Evaluation Criteria Section IV).

**SCOPE**

The work to be done by the Contractor shall consist of removal and replacement of sidewalks, street cross pans, pedestrian ramps, curb and gutter, curb returns, bubblers, patterned concrete, drainage structures, and asphalt patch paving. This work shall include restoration of all areas disturbed by the construction activities to a condition better than the pre-construction condition, and the protection or replacement of all fencing, retaining walls, landscaping, removal of obstructions, minor utility relocation and/or adjustment, grading, soil scarification, moisture control, backfill & compaction and plantings. This work shall also include the disposal of all surplus or waste materials and provide all traffic control/ barricading required for this work. Cold weather protection shall be incidental to unit prices of work items to be performed and not paid for separately.

This sidewalk, curb, gutter, and crossspan work also involves layout and construction of concrete pedestrian ramps that meet governing specifications and American Disabilities Act (ADA) requirements. Temporary pedestrian and vehicle access shall be maintained to the greatest extent possible.

This work involves matching new work flush to existing improvements upstream and downstream of drainage flow. The intent is to maintain or improve drainage patterns and surface runoff while creating no obstructions to free flow. The Contractor is required to ensure this happens.

The nature of repairs will be predominantly spot removal and installation of various curb, gutters, crossspans, sidewalks, pedestrian ramps and curb returns.

Note: From time to time, associated work will be required due to the conditions or requirements of the assigned work. This work will be accomplished by adding new unit price items and will be added to the contract by change order.

If a private property owner requests private work they may want done on their property, that work will not be considered part of a City contract. These circumstances will be solely between the Contractor and the property owner.

## **SECTION INDEX**

SECTION I	PROPOSAL INFORMATION
SECTION II	PROPOSAL FORMAT/CONTENT
SECTION III	EVALUATION CRITERIA
SECTION IV	CONTRACT GENERAL TERMS
SECTION V	GENERAL PROVISIONS
SECTION VI	SPECIAL PROVISIONS
SECTION VII	SPECIFICATIONS
SECTION VIII	SPECIAL CONDITIONS
SECTION IX	APPENDICES/EXHIBITS

**SECTION I**

**1.0 PROPOSAL INFORMATION**

Section I provides general information to potential Offerors, such as proposal submission instructions and other similar administrative elements.

**GENERAL INFORMATION**

The City of Colorado Springs is using the [Rocky Mountain E-Purchasing System](#) for soliciting bids and proposals from vendors. This system will provide you with convenient online access to all bid and proposal information for City of Colorado Springs, as well as many other local agencies throughout Colorado. To receive email alerts of open requests for bid or requests for proposal in your field, please register with [Rocky Mountain E-Purchasing System](#), and complete your online registration. If you are currently registered as a vendor with them, you do not need to register again. The City is no longer using the City website for solicitation, and the Procurement Services Division of the City of Colorado Springs no longer maintains a bidders' list.

If there are accompanying plans with this project, the fee (if any) will also be listed. Local vendors need to come in to our office to pick up the plans. Other interested parties can order the plans online and arrange payment and/or shipping of the project documents via check, Visa/MasterCard and your Fed-Ex number. This particular solicitation is fully downloadable at no charge.

**1.1 RFP SCHEDULE OF EVENTS (TENTATIVE)**

**A. Advertise** **November 17, 2015**

**B. Issue RFP** **November 17, 2015**

**C. Pre-Proposal Conference**

A pre-proposal conference is scheduled for **TUESDAY, DECEMBER 1, 2015, 1:00 P.M.**, City of Colorado Springs Co., 30 S Nevada Ave., Contracting Office, **Conference Room 201**, Colorado Springs, CO 80903. This meeting is not mandatory. However all prime contractors are urged to attend. *Please note that all visitors to City facilities are required to provide a picture ID in order to gain access to the building.*

**D. Cut Off Date for Questions** **December 8, 2015 – 1:00 PM**

Questions about the RFP shall be in writing and directed to [Lee Jenniges](#), at E-mail [ljenniges@springsgov.com](mailto:ljenniges@springsgov.com). A written response to any inquiry may be provided in the form of an Amendment to the solicitation. See 1.8 Amendments.

**Proposal Due Date** **DECEMBER 18, 2015 - See 1.2 below.**

**Selection** **December 29, 2015**

**Award** **December 29, 2015**

**NTP** **January 2, 2016**

**1.2 SUBMISSION OF PROPOSAL**

a. **Sealed Proposals** are to be submitted to:

Name  
Title  
30 S. Nevada Avenue, Suite 201  
Colorado Springs, CO 80903

b. **Date/Time:** Proposals shall be received on or before **3:00 pm MDT, FRIDAY, DECEMBER 18, 2015.**

c. **Identification of Proposal:**

Proposals shall be submitted in a sealed envelope(s) or container(s) with the solicitation number, date for submission of offer and the Offeror's name clearly marked on the outside of the envelope(s) or container(s).

**RFP No. and Title: 2016 2C PRE-OVERLAY CONCRETE WORK**

**Due Date: Friday, DECEMBER 18, 2015**

**Company:** \_\_\_\_\_

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

**1.3 NUMBER OF COPIES**

Offerors shall submit one copy on CDROM and **six (6)** hard copies of the proposal documents. This will greatly facilitate the evaluation process. The proposal shall remain the property of the City of Colorado Springs.

**1.4 SPECIAL TERMS**

Please note the following definitions of terms as used herein:

- The term "Request for Proposal (RFP)" means a solicitation of a formal, negotiable proposal/offer. The offer is accepted which is deemed by The City of Colorado Springs to be most advantageous in terms of the criteria designated.
- The term "Offeror" means the person, firm, or corporation which submits a formal proposal and which may or may not be successful in being awarded the contract.
- The term "Contractor" or "Consultant" means the Offeror who is awarded the contract to provide the products or services specified.
- The term "Statutory" means requirements of Colorado law.

**1.5 RFP OBJECTIVE**

The objective of this RFP is to provide sufficient information to enable qualified Offerors to submit written proposals to the City of Colorado Springs. The RFP is not a contractual offer or commitment to purchase products or services. The Offeror may present options and variables to the scope while still meeting the minimum requirements of this solicitation. Innovative proposals/solutions are encouraged and considered in the selection and/or award.

All information must be legible. Any and all corrections and or erasures must be initialed. Each proposal shall be accompanied by a transmittal letter signed in ink by an authorized representative of the Offeror. The contents of the proposal submitted by the successful Offeror may become part of any contract awarded as a result of this solicitation.

**1.6 CONFIDENTIAL OR PROPRIETARY INFORMATION**

If an Offeror believes that parts of an offer are confidential, then the Offeror must so specify. The Offeror must stamp in bold letters the term CONFIDENTIAL on that part of the offer which the Offeror believes to be confidential. The Offeror must submit in writing specific detailed reasons, including any relevant legal authority, stating why the Offeror believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. The City of Colorado Springs will be the sole judge as to whether a claim is general and/or vague in nature. All offers and parts of offers, which are not marked as confidential, will be automatically considered public information after the contract is awarded. The successful offer may be considered public information even though parts are marked confidential.

**1.7 AMENDMENTS**

Amendments to this RFP may be issued at any time prior to the time set for receipt of proposals. Offerors are required to acknowledge receipt of any Amendments (addenda) issued to this RFP by returning a signed copy of each amendment issued. Signed copies must be received on or before the time set for receipt of offers.

The City of Colorado Springs will post all addenda on the [Rocky Mountain E-Purchasing System](#). It is the Offeror's responsibility to check the website for posted addenda or contact the Contracting Specialist listed to confirm the number of Amendments which have been issued.

**1.8 WITHDRAWAL OR MODIFICATION OF OFFERS**

Any Offeror may modify or withdraw an offer in writing at any time prior to the deadline for submission of an offer.

**1.9 ACCEPTANCE**

- a. Any offer received shall be considered an offer, which may be accepted by the City of Colorado Springs based on initial submission without discussions or negotiations.
- b. By submitting an offer in response to this solicitation, the Offeror agrees that any offer it submits may be accepted by the City of Colorado Springs at any time within 60 calendar days from the date of submission deadline. The acceptance period of 60 calendar days from the date of submission will automatically be extended for an additional 60 calendar days unless the proposal expressly states that the acceptance period is limited to the initial 60 calendar day period.
- c. The City of Colorado Springs reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received, and/or to accept any portion of the offer if deemed in the best interest of the City of Colorado Springs. Failure of the Offeror to provide in its offer any information requested in the RFP may result in rejection for non-responsiveness.

**1.10 PROPOSAL PREPARATION COST**

The cost of proposal preparation is not a reimbursable cost. Proposal preparation shall be at the Offeror's sole expense and are the Offeror's total responsibility.

**1.11 AWARD**

The City of Colorado Springs intends to make an award using the evaluation criteria listed in the RFP to determine the best value considering all factors and criteria in the proposal submitted (see Section III for evaluation elements). Best value means the expected outcome of an acquisition that, in the City's estimation, provides the greatest overall benefit in response to the requirement.

**1.12 CONTRACT ADMINISTRATION**

The City of Colorado Springs, Streets Division shall be responsible for the administration of the contract and for compliance with the interpretation of scope, scheduled services and cost compliance.

**1.13 PERFORMANCE PERIOD**

It is further agreed that the Contractor will start work promptly and continue to work diligently until completed. The contractor shall complete all work on an as ordered basis throughout the contract period **Notice to Proceed through December 31, 2016**, in accordance with the specifications and drawings. The Contractor shall provide a two-year guarantee on all works performed under this contract after the job has been completed and accepted. Contract may be extended for up to four (4) additional one-year option periods.

**1.14 DEBRIEFING**

Offerors not selected or placed on a short list may request a debriefing on the selection process as well as discussion of the strengths and weaknesses of their firm's proposal upon receipt of notification that their firm was not selected or short listed. Firms that were on the short list but not selected may request a debriefing after they have been notified that another firm was selected.

A debriefing may be scheduled by contacting the Contracting Specialist listed above. The Contracting Specialist must receive a written request for debriefing no later than ten (10) calendar days after issuance of a notification that an Offeror was not selected.

**1.15 DULY AUTHORIZED SIGNATURE**

The proposal must contain the signature of a duly authorized officer or agent of the Offeror's company empowered with the right to bind the Offeror.

**1.16 SUBSTANTIVE PROPOSALS**

By responding to this RFP, the Offeror certifies (a) that Offeror's proposal is genuine and is not made in the interest of, or on behalf of, an undisclosed person, firm, or corporation; (b) that Offeror has not directly or indirectly induced or solicited any other contractors to put in a false or sham bid; (c) that Offeror has not solicited or induced any other person, firm, or corporation to refrain or abstain from proposing a bid; (d) that Offeror has not sought by collusion to obtain for themselves any advantage over any other contractors or over the City of Colorado Springs; and (e) that Offeror has not violated or caused any person to violate, and shall not violate or cause any person to violate, the Colorado Code of Ethics (C.R.S. 24-18-101 et. seq.).

**1.17 OFFEROR'S QUALIFICATIONS**

Each Offeror may additionally be required to show that they have satisfactorily provided products and performed similar work with companies, organizations or municipalities in the past and that no claims of any kind are pending against such work. No proposal will be accepted from an Offeror who is engaged on any work, which would impair their ability to perform or finance this work. All such work shall be disclosed in the Proposal.

No proposal will be accepted from, nor will a contract be awarded to, any Offeror who is in arrears to the City of Colorado Springs, Colorado, upon any debt or contract, or who is in default, as surety or otherwise, upon any obligation to the City or is deemed to be irresponsible or unreliable by the City of Colorado Springs.

**1.18 NON-COLORADO CORPORATIONS**

Unless waived by the City of Colorado Springs, before or at the time that the contract is awarded to a corporation outside the State of Colorado, such corporation shall obtain authorization to do business in the State of Colorado, designate a place of business herein, and appoint an agent for service of process.

Such corporation must furnish the City of Colorado Springs with a certificate from the Secretary of the State of Colorado to the effect that a certificate of authority to do business in the State of Colorado has been issued by that office and is still valid. There shall also be procured from the Colorado Secretary of State a certified copy of the designation of place of business and appointment of agent for service of process, or a letter from the Colorado Secretary of State that such designation of place of business and agent for service of process has been made.

**1.19 PROCUREMENT RULES AND REGULATIONS**

All formal projects advertised by the City of Colorado Springs are solicited in accordance with the City's Procurement Rules and Regulations. The City's Procurement Rules and Regulations can be reviewed and/or downloaded from the City Procurement Services Division website [www.coloradosprings.gov/contracting](http://www.coloradosprings.gov/contracting). Any discrepancies regarding conflicting statements, decisions, irregularities, clauses, or specifications will be rectified utilizing the City's Procurement Rules and Regulations. It is the respondent's responsibility to advise the Contracting Specialist listed in these solicitation documents of any perceived discrepancies prior to the date and time the offer is due. Additionally, the City's Standard Specifications and General Provisions apply to all construction related projects.

**1.20 TERMINOLOGY**

Throughout this solicitation the terms bidder, offeror, contractor, or proposer shall mean the firm responding to this solicitation. The term Invitation for Bid (IFB) may be used within this solicitation, the Special Provisions, the General Provisions, the Specifications or the Plans. These references have not been individually corrected to indicate Request for Proposals due to formatting issues and time constraints only. However, all contractors responding to or reviewing this solicitation are hereby advised that this solicitation is a Request for Proposals (RFP) and shall be received, considered, evaluated and

awarded based on the City's Procurement Rules and Regulations related to Requests for Proposals (RFP) and as indicated in Section IV of this solicitation..

By submitting a Proposal in response to this solicitation, contractors understand that this solicitation will be awarded based on "Best Value" to the City of Colorado Springs as specified in Section IV, Evaluation Criteria and Contract Award.

#### 1.21 SALES TAX

The contractor shall apply with 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 (3.12%) which shall be applicable and included in your bid or proposal in all cases. 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 in 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 of 8.25% (City-3.12%, County-1.23%, PPRTA-1%, and State-2.9%).

The Contractor and all subcontractors shall include in their bid City of Colorado Springs Sales and Use Tax (2.5%) 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 (3.12%) 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 unless already included in the bid price. Any outstanding taxes due may be withheld from the final payment due the contractor and may result in suspension from bidding on City projects.

Forms and instructions can be downloaded at [www.springsgov.com/salestax](http://www.springsgov.com/salestax). 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.: 84-6000574

Federal Excise: A-138557

State Sales Tax: 98-03479

#### 1.22 ILLEGAL ALIENS - PUBLIC CONTRACTS FOR SERVICES

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. In 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 basic pilot program procedures to undertake pre-employment screening of job applicants while this Contract and any services under this Contract is being performed. If the contractor obtains actual knowledge that a subcontractor performing work under the public 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 that the department, pursuant to the authority established in Section 8-17.5-102 C.R.S., or a City or federal investigation. If the contractor violates or fails to comply with any provision of C.R.S. 8-17-101 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.

**1.23 BOND REQUIREMENTS**

A bid bond in the amount of five (5) percent of the bid amount is required to be submitted with your bid when (1) the total amount of your accumulative bid is more than \$100,000 or (2) is required elsewhere in this solicitation. This Bond must meet the following conditions and shall be submitted using the form in the Exhibits Section of this solicitation.

Bid (offer) Bond (See Appendix 6)

- a) The Bidder is required to furnish with their bid a bid bond in the form of a certified check, cashier's check or surety bid bond acceptable to the Contracting Specialist in the sum equal to at least 5% of the total amount of the bid payable without condition to the City of Colorado Springs if; (1) the total amount of your accumulative bid is more than \$100,000 or (2) is required elsewhere in this solicitation.
- b) The Bid Bond shall guarantee that the bid will not be withdrawn or modified for a period of sixty calendar days after the time set for the receipt of bid offers, and if accepted within those sixty 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 offer, enter into a Contract and furnish the required bonds and all insurance certificates called for under this invitation for bid.
- c) 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 in lieu of the Bid Bond, it will be returned as soon as possible after the lowest responsive and responsible bidder is determined and a contract is executed.
- d) In the event the bidder whose bid offer is accepted fails to enter into the contract and/or furnish the proper bonds, its certified check, cashier's check or surety bid bond will be forfeited in full to the City.

Performance, Labor and Materials Payment, and Maintenance Bonds (See Exhibits 3, 4 and 5)

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

Bonds shall:

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

**1.24 THINK LOCAL**

The City of Colorado Springs highly encourages local businesses to submit proposals in response to this solicitation. Businesses with a local presence, will receive a point advantage in the evaluation process. Offerors that have a local office within Colorado Springs will receive 5 bonus points to be added to the

Offeror's over all evaluation score. Offerors that have a local office within El Paso County, but not in the City of Colorado Springs, will receive 3 points. Offerors having a Colorado in-state presence, but not a presence in the City of Colorado Springs or El Paso County, will receive 1 point. Out of state Offerors will not receive any points in this category.

**1.25 TYPE OF CONTRACT**

It is the intent of this solicitation to award a firm fixed unit price Annual Requirements Contract. The City of Colorado Springs does not guarantee any specific quantities or amount of services will be required under this contract. It is the City's intent to award up to four (4) contracts. Contracts will initially be awarded in the amount of \$2 million dollars, with an option to increase each of the awarded contracts up to \$4 million dollars or more based on proven production ability and available funds, at the City's sole discretion

## SECTION II

### PROPOSAL FORMAT

Your written proposal should focus on the specific area of competence identified in the scope of this RFP for which your company is submitting a proposal. Proposals shall be in the format outlined below and be limited to no more than thirty (30) pages. We recommend that you include concise, but complete, information about your firm emphasizing why you believe your firm to be uniquely qualified for this area of competence. "Short listed" firms, if applicable, may be required to make a formal in-person presentation to the selection committee. **A page shall be defined as 8-1/2" x 11", single-sided with a minimum font of 10.**

Appendices included in this RFP that require signature and return with your proposals shall be included as an exhibit to your proposals and will not be included in the 30 page limit.

- Appendix 1 Proposal Certification
- Appendix 2 Exceptions Document
- Appendix 3 References
- Appendix 4 Minimum Insurance Requirements
- Appendix 5 Unit Cost Proposal

### 2.1 PROPOSAL CONTENT

The following is a summary of the items to be included in your proposal and shall be addressed in the appropriate section, i.e. 3.2 Organizational Background, 3.3 Qualifications, etc.

### 2.2 ORGANIZATIONAL BACKGROUND AND OVERVIEW

Provide a brief history and overview of your company and its organizational structure. List any other names this company has used in the last five (5) years. Are any lawsuits; federal, state or local tax liens; or any potential claims or liabilities pending against you, the firm, or the officers of the firm at this time?

### 2.3 STATEMENT OF QUALIFICATIONS AND EXPERIENCE

Submit a general description of your background and experience, on a company-wide basis, with accounts similar to this RFP.

- a. List the current projects and future projects under contract by your firm that are also being handled by the personnel that will be assigned to this project, including name, type, location, estimated construction cost, and percent of completion.
- b. Discuss your firm's knowledge and experience in construction of governmental projects, specifically including any City of Colorado Springs projects.
- c. Include any other information that you feel is appropriate to assist the Evaluation Committee in the selection process for construction projects.

### 2.4 CREW AND EQUIPMENT INFORMATION/QUESTIONS

Provide a response to each of the following questions. Please note – that any Contractor furnishing false or inaccurate information may be eliminated from consideration or have any resultant contract terminated for breach of contract.

- 1.) How many full time crews will be committed to work on this project full time?
- 2.) Are these crews full time company personnel or are they subcontracted or temporary staff?
- 3.) Identify quality control personnel, primary and alternate, that will be a point of contact on each jobsite at all times available to review work with the Inspector.
- 4.) What percentage of your crews is subcontracted or temporary staff?
- 5.) Are any of your proposed staff and/or crews seasonal personnel? If yes, provide the percentage (%) of staff and/or crews that are seasonal. Explain seasonal staff and identify the season(s).
- 6.) Define how many personnel and pieces of equipment make up one crew.

- 7.) Have you worked on projects requiring repair of curb, gutter & sidewalks? If so, list the location, owner, contact person and phone number they can be reached at.
- 8.) Have you worked on projects requiring installation of pedestrian ramps? If so, list the location, owner, contact person and phone number they can be reached at.
- 9.) What would you estimate (dollars) that each of your crews could perform on a weekly basis when hand forming all work and include all asphalt patchwork? Estimates are to be provided for the following conditions:
  - a. Warm weather conditions in Residential street areas;
  - b. Cold weather conditions requiring cold weather protection (see Section 6.19.10) in Residential areas;
  - c. Warm weather conditions in Arterial/Collector street areas;
  - d. Cold weather conditions requiring cold weather protection (see Section 6.19.10) in Arterial/Collector street areas;
- 10.) Do you perform your own traffic control or would you subcontract this work out?
- 11.) Do you have certified flaggers and a TCS?
- 12.) Have you reviewed and clearly understand Sections VI, VII & VIII of these specifications?
- 13.) Have you worked on projects with a full-time inspector onsite? If yes, identify the project, location, and the owner. Also list the name and contact information for that inspector.
- 14.) Will you have one point of contact for billing on our account or will you have several individuals responsible for billing?
- 15.) Is your company capable of preparing electronic billings?

## **2.5 RATE SCHEDULE & UNIT PRICES**

Bid Schedule / Cost Proposal (Appendix 5) must be completed and returned with your offer. Proposals received without the Bid Schedule / Cost Proposal will be determined non-responsive and will not be considered. Unit Prices proposed shall be guaranteed for the first year of the contract. Should the City elect to extend the contract for up to four (4) option years, any adjustment to the originally proposed rates shall be subject to review and approval by the City.

Maximum Option Year unit price increase will be capped at a not-to-exceed limit of three (3) percent (annually) or the Denver CPI whichever is lower. If requested unit price quotes for any option year period exceed three (3) percent (Denver CPI), the City reserves the right to re-solicit proposals or bids.

## **2.6 AVAILABILITY OF STAFF & RESOURCES**

City of Colorado Springs is interested in ascertaining that the successful Contractor(s) has the necessary staff and resources to take on immediate projects to insure timely completion. This information is required in your response to 3.4.

## **2.7 PERSONNEL**

Quality of personnel is of critical importance in the City of Colorado Spring's decision-making process for awarding this contract(s). In this section, please provide qualifications and experience for each of the people that are designated as;

- a. Firm's assigned person (Program Manager/Contract Manager) to be in charge of this contract.
- b. Crew foremen(s).
- c. Traffic Control Supervisor.
- d. Sub-Contractors proposed for this contract.

## **2.8 REFERENCES**

Provide a list of clients and references, specifically including any clients whom you believe may be similar in nature to this RFP. Also include a list of current clients and current projects the firm is presently working on. [Appendix 4 References](#)). Provide the names and locations of at least three (3) governmental projects that your organization has recently constructed in the State of Colorado, along with specific individuals whom we may contact for references.

## SECTION III

### 3.0 EVALUATION CRITERIA

The following criteria listed in order of importance will be used in the evaluation of proposals. The City of Colorado Springs has determined that the first five criteria are of very high value and importance and will be rated accordingly.

#### QUALIFICATIONS/EXPERIENCE

See Section II, 2.3

#### CREW AND EQUIPMENT INFORMATION/QUESTIONS

See Section II, 2.4

#### AVAILABILITY OF STAFF & RESOURCES

See Section II, 2.6

#### RATE SCHEDULE & UNIT PRICES

See Section II, 2.5.

#### PERSONNEL – TO INCLUDE SUBCONTRACTORS

See Section II, 2.7

#### EXPERIENCE – CITY OF COLORADO SPRINGS PROJECTS

See Section II, 2.3b.

#### REFERENCES

See Section II, 2.8 and Appendix 4 References

#### OVERALL QUALITY OF PROPOSAL

The overall quality and completeness of the proposal submitted. This is an opportunity for all respondents to demonstrate their expertise after thoroughly analyzing all the specifications, drawings and construction documents. Quality shall be deemed to mean easy to read and understand.

#### LOCAL PRESENCE

The City of Colorado Springs highly encourages local businesses to submit proposals in response to this solicitation. Businesses with a local presence, will receive a point advantage in the evaluation process. Offerors that have a local office within Colorado Springs will receive 5 bonus points to be added to the Offeror's over all evaluation score. Offerors that have a local office within El Paso County, but not in the City of Colorado Springs, will receive 3 points. Offerors having a Colorado in-state presence, but not a presence in the City of Colorado Springs or El Paso County, will receive 1 point. Out of state Offerors will not receive any points in this category.

### 3.1 SELECTION COMMITTEE

A Selection Committee will screen all submissions. Proposals will be ranked according to evaluation criteria, as outlined above. Through this process, the City will determine which proposals are acceptable or unacceptable. The City, in writing, will notify participating firms whose proposals are deemed to be unacceptable. Those firms offering proposals deemed to be acceptable by the City will be evaluated by the Selection Committee.

The Selection Committee may determine it necessary to require "oral presentations/interviews" with the "short listed" firms considered to be in the competitive range. If oral presentations/interviews are conducted, they will also be scored. The committee may request revisions to the proposal from each of the proposers at the conclusion of the interviews. However, if it is determined necessary to seek

revisions to the proposals at the conclusion of interviews, then all proposers interviewed will be requested to submit revisions, and the revisions will be scored accordingly.

- Quality of presentation
- Responses to provided questions/clarifications
- Ability to respond to general questions
- Requested revisions (if applicable)

### **3.2 AWARD OF CONTRACT**

The City reserves the right to award Contract(s) to the firm(s) that through the evaluation process are determined to be the “Best Value” to the City of Colorado Springs. “Best Value” does not necessarily mean “Best Price” or “Best Qualified”. It means the firm who is evaluated using the criteria above that has demonstrated their ability to meet all the requirements of this Request for Proposal in a manner that is most beneficial to the City of Colorado Springs. The City will select the firm(s), and a contract prepared by the City will be awarded to the successful proposer(s).

The City reserves the right to negotiate all elements of the submitted proposals to include price and other factors/issues offered by the firm submitting the proposal.

## SECTION IV

### CONTRACT TERMS AND CONDITIONS

#### 4.1 AGREEMENT

Contract terms and conditions are outlined in the sample Construction Contract provided in Exhibit 1 and Section VII "Standard Specifications".

#### 4.2 PERIOD OF PERFORMANCE

The Contract Period of Performance will be from January 4, 2016 through December 16, 2016 after Notice to Proceed has been issued, with options to renew the contract, at the City's sole discretion, for up to four additional one-year periods.

#### 4.3 INDEMNIFICATION

Contractor agrees that 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 performance under this Agreement.

#### 4.4 ASSIGNMENT

Contractor shall not assign or otherwise transfer this Agreement or any right or obligation hereunder without the prior written consent of the City.

#### 4.5 LAW

This Agreement 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 jurisdiction shall exclusively be in the District Court for El Paso County. Contractor shall insure that Contractor is familiar with, and complies with, applicable Federal, State, and local laws and regulations as now written or hereafter amended.

#### 4.6 INTEGRATION

This is a completely integrated contract and contains the entire Agreement between the parties. Prior written or oral agreements if any shall be deemed of no effect and shall not be binding upon either party.

#### 4.7 KEY PERSONNEL

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

#### 4.8 FUNDING SOURCES

It is the intent of this solicitation to utilize Ballot 2C funding for the majority of the work covered/included in this solicitation. It is the City's intent to award a City Contract for all awarded 2C work.

However, the City reserves the right to award work at the unit prices contained in Appendix 5 for work funded by federal funding Appendix 5-B Davis Bacon Wage Rates and work funded by the Pikes Peak Rural Transportation Authority (PPRTA) at the unit prices contained in Appendix 5-A. It is the City's intent to award a separate on-call PPRTA Contract for all non 2C work.

**CITY/PPRTA JOINT CONTRACT TERMS AND CONDITIONS**

PPRTA Funding Special Provision: Joint Contracts - City of Colorado Springs and the Pikes Peak Rural Transportation Authority (PPRTA).

This contract is a joint contract between the Contractor, the City of Colorado Springs, and the Pikes Peak Rural Transportation Authority. The Parties therefore agree to the following:

1. This PPRTA Funding Special Provision shall supersede any contrary provision of this Contract.
2. The Contractor acknowledges and understands that this contract is funded in whole or in part by the PPRTA and administered by the City. Both the City and the PPRTA are Parties to this Contract.
3. The Contractor acknowledges and understands that all payments under this contract shall be made to the Contractor by the PPRTA. PPRTA funding obligations shall be paid by PPRTA warrants. In the event there is Joint City / PPRTA funding, then payment to the Contractor by the PPRTA shall consist of Warrants from the City and Warrants from the PPRTA. The Contractor agrees to accept all payments made or proffered by the PPRTA under this Contract.
4. All bonds under this Contract shall include the City of Colorado Springs and the PPRTA as Obligees.
5. All insurance policies provided by the Contractor pursuant to this contract except Workers Compensation Insurance shall name both the City of Colorado Springs and the PPRTA as additional insureds. All insurance policies provided by any sub-Contractor for any work pursuant to contracts with the Contractor, except Workers Compensation Insurance, shall also name both the City of Colorado Springs and the PPRTA as additional insureds.
6. 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 Home Rule City and the Resolutions, Rules and Regulations of the PPRTA. Court venue and jurisdiction shall exclusively be in the Colorado District Court for El Paso County, Colorado. The Parties agree that this contract shall be deemed to have been made in, and the place of performance is deemed to be in, the City of Colorado Springs, El Paso County, State of Colorado. The Contractor shall insure 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.
7. Appropriation and availability of funds: In accord with the Colorado Constitution, Article X, Section 20, and the City Charter, performance of the City's obligations under this Contract is expressly subject to appropriation of funds by the City Council for this contract and the availability of those appropriated funds for expenditure. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of the City's obligations under this Contract, or appropriated funds may not be expended due to Constitutional or City Charter spending limitations, then the City and the PPRTA may terminate this Agreement without compensation to the Contractor. Performance of the PPRTA's obligations under this Contract are expressly subject to appropriation of funds by the PPRTA and the availability of those funds for the payment of obligations incurred under this contract. Further, in the event that PPRTA funds are not appropriated in whole or in part sufficient for performance of the PPRTA's obligations under this Contract, or appropriated funds may not be expended legal limitations on non-availability, then the City and the PPRTA may terminate this Contract without compensation to the Contractor.
8. Indemnification: The Contractor agrees that the Contractor shall indemnify, defend and hold harmless the City, its officers, employees and agents, and the PPRTA, 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.

9. Warranties: All warranties provided by Contractor under or pursuant to this Contract to the City shall also apply to the PPRTA.
10. Final Payment: Final payment under this Contract shall be made in accord with the terms of this Contract, except that final payment shall be made by the PPRTA, and the making and acceptance of final payment shall constitute a waiver of all claims by the Contractor against the City and the PPRTA.
11. Termination or default of Contract: In all contract provisions giving the City the right to terminate, for convenience or otherwise, or giving the City rights in the event of default by the Contractor, the term City shall include the PPRTA.
12. Change Orders:
  - a) The Contractor agrees and acknowledges 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 this Contract to exceed the amount appropriated for this Contract, 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.
  - b) The Contractor further agrees and acknowledges 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 City or PPRTA 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 additional compensable work performed under this Contract, including but not limited to emergency work, and expressly waives any rights to additional compensation, whether by law or equity, unless, prior to commencing the additional work, the Contractor was given a written change order describing the additional compensable work to be performed, and setting forth the amount of compensation to be paid, which change order was signed by the authorized City representative. 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.
  - c) Any budget changes or significant changes to the design, requirements or scope of the Contract shall require the approval of the City and the PPRTA.



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>Pre-award The Contracting Specialist listed in the Invitation for Bid, City of Colorado Springs, Procurement and Contracts, 30 South Nevada Ave., Room 201, Colorado Springs, CO 80903.</p> <p>Post award The Project Manager listed in the Invitation for Bid, 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 Chief representative of the Contractor at the site of the project in person; or by registered mail to the place stated in the papers prepared by the Contractor to accompany their proposal as the address of their permanent place of business; 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 which show the location, character, dimensions, and details of the work to be done.</p>
Project Engineer/Manager	<p>The individual representing the City responsible for managing and oversight of the Contract.</p>
Project	<p>The entire improvement proposed by the City to be constructed in whole or in part pursuant to the Contract.</p>
Proposal Form or Bid Proposal	<p>The contract document prepared by the City upon which the bidder shall submit their bid.</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 Bid, Performance, Payment and Maintenance Bonds.</p>

## **SECTION 101 PROSPECTIVE BIDDERS**

### **101.00 PROCUREMENT RULES AND REGULATIONS**

All formal Invitation for Bids (IFB) and/or Request for Proposals (RFP) 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 Contracts web-site [www.springsgov.com](http://www.springsgov.com).

The bidder shall follow the prequalification and bidding procedures contained in the City's Procurement Rules and Regulations.

### **101.01 ADVERTISEMENT FOR BIDS**

See Section I General Information

### **101.02 INVITATION FOR BIDS - CONTENT**

The Invitation for Bids shall include the following: (a) Instructions and information to bidders concerning the bid submission requirements, including the time and closing date, the address of the office to which bids are to be delivered; (b) The project description, basis of award, delivery or performance schedule and inspection and acceptance requirements; (c) The contract terms and conditions, including warranty and bonding or security requirements as applicable.

Project specific requirements, terms and conditions, etc. for each solicitation will reflect the contractual requirements for that particular Invitation for Bid or Request for Proposal. These types of requirements will be specified in Instructions to Bidders, Terms and Conditions, General Provisions, and Specifications.

### **101.03 INTERPRETATION OF QUANTITIES IN PROPOSAL FORM**

Except as otherwise provided in this subsection and the method of measurement for individual items, the quantities appearing in the proposal form are estimates prepared for the comparison of proposals. Payment to the Contractor will be made in accordance with the following procedures:

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

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

### **101.04 INTERPRETATION OF PLANS AND SPECIFICATIONS**

Any change to proposal forms, plans, or specifications prior to the opening of proposals will be issued by the City to all holders of proposal forms. Certain individuals are named in the project specifications that have authority to provide information, clarification or interpretation to bidders prior to opening of proposals. Information obtained from persons other than those named individuals is invalid and shall not be used for bidding purposes.

### **101.05 EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND SITE OF WORK.**

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

Boring logs and other records of subsurface investigations, if they exist, are available for inspection by bidders. These logs and records are made available so that all bidders have access to identical

subsurface information that is available to the City, and is not intended as a substitute for personal investigation, interpretation and judgment of the bidders.

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

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

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

#### **101.06 COMBINATION OR CONDITIONAL PROPOSALS**

If proposal forms are issued for projects in combination and separately, the bidder may submit proposals either on the combination or on separate units of the combination. The City reserves the right to make awards on combination or separate proposals to the advantage of the City. Combination proposals will be considered, only when specified.

#### **101.07 ANTI-COLLUSION AFFIDAVIT**

The bidder/offeror by signing their proposal (bid) submitted to the City is certifying that the bidder has not participated in any collusion or taken any action in restraint of free competitive bidding. This statement may also be in the form of an affidavit provided by the City and signed by the bidder. The original of the signed anti-collusion affidavit shall be submitted with the proposal. The proposal will be rejected if it does not contain the completed anti-collusion affidavit.

#### **101.08 MATERIAL GUARANTY**

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

#### **101.09 EQUAL OPPORTUNITY**

The City Contracts Office shall be responsible for ensuring the procurement of products, commodities, and services are in a manner that affords all responsible businesses a fair and equal opportunity to compete.

### **SECTION 102 CONTRACT DOCUMENT INTERPRETATION**

#### **102.00 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, plant, 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 subsection 102.03.

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 Engineer and the

Engineer shall promptly verify them. Any work done after such discovery without written consent of the Engineer authorizing the same shall be done at the Contractor's risk.

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 Engineer, shall be included as a part of the Contractor's bid price and furnished at no additional cost to the Owner.

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.

#### **102.01 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.

#### **102.02 ORDER OF PRECEDENCE**

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

- (a) Terms and Conditions
- (b) Proposal Requirements
- (c) Contract Form
- (d) Provisions
  1. Special Provisions
  2. General Provisions
- (e) Plans
  1. Detailed Plans
  2. Standard DrawingsCalculated dimensions will govern over scaled dimensions.
- (f) Special Specifications
- (g) Standard Specifications

#### **102.03 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 opening of bids, 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 opening bids shall, prima facie, be deemed to have been engaged in such business for a reasonable length of time.

#### **102.04 "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 Engineer. The Engineer may require that proposed equals be submitted for review and approval.

#### **102.05 TIME OF ESSENCE**

In as much as the Contract concerns a needed improvement, the 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 in the Notice to Proceed 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.

**102.06 PARTIAL WAIVER OR WAIVER BY ACQUIESCENCE**

Partial waiver or waiver by acquiescence of any of the general or special provisions of this contract shall not constitute waiver of any of the other provisions contained in the Contract Documents.

**SECTION 103 COMPLIANCE WITH LAWS**

**103.00 LAWS AND REGULATIONS**

This contract is subject to and shall be interpreted under the laws 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 Jurisdiction shall exclusively be in the District Court for El Paso County. The Contractor shall insure that the Contractor and the Contractor's employees, agents, and officers are familiar with, and comply with, applicable Federal, State, and Local laws and regulations as now written or hereafter amended.

**103.01 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.

**103.02 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.

**103.03 SEVERABILITY**

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

**103.04 FOREIGN ENTITY**

All bidders/offerors shall comply with State Statute 7-90-801, Authority to transact business or conduct activities required, and 7-90-802 Consequences of transacting business or conducting activities without authority.

**103.05 LICENSES AND PERMITS**

It shall be the responsibility of the successful bidder to obtain, at his 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).

**103.06 EMPLOYMENT OF 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. In 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 basic pilot program procedures to undertake pre-employment screening of job applicants while this Contract and any services under this Contract is being performed. If the contractor obtains actual knowledge that a subcontractor performing work under the public 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 that the department, pursuant to the authority established in Section 8-17.5-102 C.R.S., or a City or federal investigation. If the contractor violates or fails to comply with any provision of C.R.S. 8-17-101 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.

## **SECTION 104 AWARD AND EXECUTION OF CONTRACT**

### **104.00 AWARD**

The contract shall be awarded to the lowest responsive and responsible bidder in the best interests of the City as specified in the Instructions to Bidders of the Invitation for Bids or Request for Proposals.

### **104.01 CONTRACT EXECUTED**

A single original contract to include the Contractor's Performance, Labor and Material Payment and Maintenance Bonds will 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 Contracting 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:

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

Each Bond shall have an original Power of Attorney attached. The successful bidder 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 awarded.

### **104.02 VERBAL AGREEMENTS**

No verbal agreements or conversations with any agent or employee of the City either before or after execution of the Contract shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract.

### **104.03 CONTRACT SECURITY**

The Contractor shall furnish good and sufficient Performance, Labor and Material Payment and Maintenance Bonds on the form attached hereto in an amount not less than the full amount of the contract price as security for the faithful performance of the contract, for the payment of all persons performing labor and furnishing material in connection with the work, and for all guarantees of materials and workmanship required in the Contract. If at any time during the continuance of the contract a surety on the Contractor's bond or bonds becomes irresponsible, the City shall have the right to require additional and sufficient sureties which the Contractor shall furnish within ten (10) days after written notice to do so. Any additional surety bonds shall cover the entire original contract amount and any increases thereto.

#### **104.04 BOND FORMS**

Bonds shall be furnished on forms prepared by the City. Copies of the City's Bond Forms will be included in the Exhibits Section of the Invitation for Bids.

#### **104.05 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 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 be 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.

### **SECTION 105 THE CONTRACT: FOLLOWING EXECUTION**

#### **105.00 MATERIALS**

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.

#### **105.01 SCHEDULE**

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 Project Schedule that shall be used for coordination, for evaluation of progress, and for the evaluation of changes to the Contract. The 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 Schedule shall consist of a Methods Statement as defined in part A. below and a progress schedule consisting of (1) a Critical Path Method (CPM) schedule as defined in part B. below, or (2) a Bar Chart schedule as defined in part 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 be capable of being read and manipulated by Suretrak Project Manager software. The Schedule shall show all work completed within the contract time.

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 Critical Path Method 90-day schedule shall be submitted at least 10 working days prior to the start of the work. The Project Engineer's review of the Schedule will not exceed 5 working days. Work shall not begin until the Schedule is accepted in writing, unless otherwise approved by the Project Engineer.

(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 Engineer'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 Engineer. 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 1 calendar day duration may also need to be included in the Project Schedule as determined by the Project Engineer (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 contract time. This submittal shall include a Time Scaled Logic Diagram.
2. **Project Schedule.** The Project Schedule submittal shall consist of a Time Scaled Logic Diagram and Schedule Report. It shall be prepared in full and submitted to the Project Engineer within 45 calendar days after the Project Engineer's acceptance of the 90-day Schedule. The Project Engineer's review of the Project Schedule will not exceed one week. Revisions required as a result of the Project Engineer's review shall be submitted within one

week. Work shall not continue beyond the initial 90 days until the Project Schedule is accepted in writing, unless otherwise approved by the Project Engineer.

The Project Schedule shall cover the time from the Day of Notice to Proceed to the predicted completion date.

The Schedule Report shall tabulate for each activity the activity ID, description, duration, earliest start and finish date, latest start and finish date, total float time, and responsibility. Other reports and scheduling documentation may be requested by the Project Engineer

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 Engineer 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 Engineer 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 be responsible to coordinate and schedule their work to include utility work anticipated. Various City and private utility agencies 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 increased Contract cost.

A Job Progress Narrative Report shall be submitted bi-weekly as a minimum and with all 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 Schedule. If the Job Progress Narrative Report indicates problem areas and impacts to job milestones or project completion, a revised Schedule Update shall also be submitted as specified below.

Revision of the Schedule may be required, as determined by the Project Engineer, 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 Engineer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve project progress, including those steps that may be required by the Project Engineer, 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 plant, and to submit such changes and revisions to the schedule to the Project Engineer 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 Engineer 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 Schedule is required, it shall be provided to the Project Engineer for review within 15 calendar days of written notification. The Project Engineer's review of the revised schedule will not exceed 5 working days. Revisions required as a result of the Project Engineer's review shall be submitted within 5 working days. When accepted by the Project Engineer in writing, the revised schedule shall become the Project Schedule.

The Contractor shall participate in the Project Engineer's review and evaluation of the submittals. Meetings will be held to review progress and planning when requested by the Project Engineer or Contractor. The Project Engineer 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 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 Schedule. The City shall be entitled to rely on the Contractor's Schedule for planning and coordination.

Acceptance of the Contractor's Schedule by the Project Engineer 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 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 shall be grounds for a determination by the Project Engineer that no further progress payments are to be made until the Contractor is in full compliance.

#### **105.02 SCHEDULE OF VALUES**

Promptly following the execution of the contract documents for all lump sum contracts, the Contractor shall prepare and transmit to the Engineer two copies of an itemized 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, when approved by the Engineer, will be used primarily in determining payment due the Contractor on periodical estimates. If, in the opinion of the Engineer, any unit price submitted by the Contractor is unbalanced, a detailed breakdown of the items contained in the unit will be required.

For contracts bid on a 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.

#### **105.03 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 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.

#### **105.04 TAXATION**

The Contractor's payment or exemption of State of Colorado, El Paso County and City Sales and Use Taxes shall be as specified in the as specified in the Instructions to Bidders of the Invitation for Bids or Request for Proposals.

#### **105.05 ASSIGNMENT OF CONTRACT**

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 incurred by them under the terms of this contract. In addition to the usual recitals in assignment contracts, the following language must be set forth:

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.

#### **105.06 SUBCONTRACTS**

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

The calculation of the percentage of subcontracted work shall be based on the prime contract unit prices rather than subcontract unit prices. Proportional value for a subcontracted partial contract item will be verified by the Engineer. For the purpose of calculating the value of subcontracted work, the cost of

procuring materials and manufactured products can be included in either the prime contractor subcontract. However, when a firm both sells material to a prime 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 Engineer/Manager in writing, giving the names and qualifications of all subcontractors proposed for work 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 City of Colorado Springs. The Contractor shall notify the Engineer 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 Prime Contractor to file with the Engineer copies of applicable permits and licenses required to do the subcontracted work. Subcontracts, or transfer of Contract shall not release the Contractor of liability under the Contract and bonds.

#### **105.07 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 Engineer/Manager. The Contractor shall not commit or permit any act, which will interfere with the performance of work by any other contractor.

### **SECTION 106 CONSTRUCTION SITE**

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

The Contractor shall confine the work activities to the area shown in the construction drawings. The Engineer will furnish the contractor with copies of all executed 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 hold the City harmless from any claims to damage or disruption of private property.

Contractor shall provide at their 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 included in the bid by the Contractor. Contractor personnel shall not unnecessarily enter upon private property without the express written consent of the landowner. The Contractor shall provide the Engineer with a copy of the written permission. The City will be held harmless of Contractor negligence in matters of trespassing.

#### **106.01 STORAGE OF MATERIALS**

The Contractor shall confine their 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.

#### **106.02 LOADING OF STRUCTURES**

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

### **106.03 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 Health Department. All portable toilet facilities for this project shall be kept on City or State right-of-way as directed by the Engineer.

### **106.04 ACCIDENT PREVENTION**

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 Engineer, 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 the trench which may be detrimental to human safety, traffic flow, the 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 the trench unless the trench is adequately braced. If the Engineer or any City Safety Officer or their designated representatives become aware of failure to comply with applicable safety regulations, the Engineer or City Safety Officer or their designated representatives may inform the contractor who shall take immediate steps to remedy the noncompliance. The Engineer or City Safety Officer or their designated representatives shall give written notification to the contractor directing them to correct the unsafe acts or conditions. If the contractor fails to comply with such a notification, the Engineer or City Safety Officer or their designated representatives may issue a "stop work" order in accordance with Section 108.06 of the General Provisions of this contract, and work shall only be resumed after adequate corrective actions have been taken to comply with the safety deficiencies the Contractor has been notified of. Stoppage of work because of noncompliance with prescribed accident precaution measures shall not be subject to claim for changed condition or changes in work, nor for extension of completion time.

### **106.05 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 their operations in the performance of this contract, and the Contractor shall defend any suit that may be brought against themselves or the City on account of damage inflicted by their operations, and shall pay any judgments awarded to cover such damage.

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.

### **106.06 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 Engineer 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 an approved Traffic Control Plan 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 during the daylight or dark. Detour routings must first be submitted to the 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 Traffic Engineer may require flag persons or off-duty police officers for traffic direction. Any call out of the City Barricade crews shall be charged to the Contractor.

#### **106.07 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.

#### **106.08 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. Unnecessary damage to plants or trees will subject the Contractor to cash penalties as determined by the Engineer. 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.

#### **106.09 PUBLIC CONVENIENCE AND SAFETY**

The contractor shall conduct the work to minimize obstruction to traffic and inconvenience to property owners within the project area. The Contractor shall be responsible for notifying the Property Owners at least 48 hours 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. Relocating of fences and structures shall be coordinated with owners and shall include miscellaneous items including, but not limited to, temporary fence, sod replacement, sprinkler system modifications, railroad tie walls, etc. If no bid items are 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 relocation of fencing, landscaping, sprinklers, control boxes, utility services, street signs and mail boxes and the salvaging of any materials suitable for re-use with the City Inspector and, if on private property, with the respective property owners.

The Contractor shall notify and coordinate the closing and construction of the driveways, curb, gutter and sidewalks with the Project Engineer and the adjoining property owners in advance of work in writing. Any restrictions on street parking or traffic movement shall be coordinated with the City Traffic Engineer. The Contractor shall make every effort to minimize the inconvenience to property owners and to the traveling and pedestrian public.

#### **106.10 COORDINATION WITH PROPERTY OWNERS**

The Contractor shall be responsible for notifying the Property Owners at least 48 hours 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. Relocating of fences and structures shall be coordinated with owners and shall include miscellaneous items including, but not limited to, temporary fence, sod replacement, sprinkler system modifications, railroad tie walls, etc. These items are considered to be incidental to the work and are to be included in the unit prices.

The Contractor shall coordinate the relocation of fencing, landscaping, sprinklers, control boxes, utility services, street signs and mail boxes and the salvaging of any materials suitable for re-use with the City Inspector and, if on private property, with the respective property owners.

The Contractor shall notify and coordinate the closing and construction of the driveways, curb, gutter and sidewalks with the Project Engineer and the adjoining property owners in advance of work in writing. 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 30 minutes prior to the actual access drive closure.

Any restrictions on street parking or traffic movement shall be coordinated with the City Traffic Engineer. The Contractor shall make every effort to minimize the inconvenience to the traveling and pedestrian public.

#### **106.11 FAILURE TO MAINTAIN SAFE SITE**

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 of negligence 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 as a waiver of its right under the indemnity provision of this contract.

#### **106.12 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. He 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 1 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 should be obtained from the CDPHE.

**106.13 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 Engineer. 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 Invitation for Bids.

**106.14 TEMPORARY CONSTRUCTION**

All temporary facilities, including the Contractor's field office which they 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 Engineer, 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 their office at the site.

**106.15 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 municipal authorities for temporary connections and payment of service charges. (Use most current Code of the City of Colorado Springs). Upon completion of the contract work, all temporary waterlines shall be removed.

**106.16 TEMPORARY ELECTRIC LIGHT AND POWER**

The Contractor shall arrange with the City Utility Departments for temporary electric light and power 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.

**106.17 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 Engineer. 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.

**106.18 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.

**106.19 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 Engineer/Manager.

**SECTION 107 INSURANCE AND INDEMNITY**

**107.00 CONTRACTOR'S INSURANCE**

For the duration of the Contract, Contractor shall, at his own expense, procure and maintain insurance and shall require all subcontractors of all tiers to provide and maintain insurance of the type and in the limits as set forth below, on all operations, in companies authorized to do business in the State of Colorado and rated by A.M. Best's Rating as A:VIII or better, or in companies acceptable to City of Colorado Springs, as follows:

**(a) Workers' Compensation and Employer's Liability Insurance.**

Workers' Compensation insurance shall be provided as required by an applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than \$500,000 each accident for bodily injury by accident, \$500,000 policy limit for bodily injury by disease, and \$500,000 each employee for bodily injury by disease. The contractor shall require each subcontractor similarly to maintain Workers' Compensation and Employer Liability insurance.

**(b) General Liability Insurance.**

Commercial General Liability insurance covering all operations by or on behalf of Contractor providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

- (2) premises and operations liability;
- (3) products liability
- (4) completed operations liability shall be provided for two years following substantial completion of the work;
- (5) contractual liability insuring the obligations assumed by Contractor in this agreement;
- (6) property in the care, custody and control of the contractor;
- (7) X.C.U. Coverage – If the contract requires any work procedures involving blasting, excavating, tunneling, or other underground work, the liability coverage shall include coverage commonly referred to as X.C.U. for explosion, collapse and underground hazards.
- (8) personal injury liability; and
- (9) railroad liability within 50' of railroad, if working within the vicinity of any railroad, bridge, trestle, track, roadbed, tunnel, underpass or crossing.

Except with respect to bodily injury and property damage included within the products and completed operations, the aggregate limits, where applicable, shall apply separately to Contractor's work under this Contract.

The limits of liability shall not be less than:

- \$1,000,000 each occurrence (combined single limit for bodily injury and property damage)
- \$1,000,000 for Personal Injury Liability
- \$2,000,000 Aggregate for Products-Completed Operation
- \$2,000,000 General Aggregate

**(c) Automobile Liability Insurance.**

The Contractor shall carry Automobile Liability Insurance (Bodily Injury and Property Damage Liability) including coverage for all owned, hired and non-owned automobiles. The limits of liability shall not be less than \$1,000,000 Combined Single Limit for each accident. Contractor's Automobile Liability insurance policy shall include coverage for Automobile Contractual Liability.

**(d) Professional Liability.**

If the agreement requires any work for professional services, contractor, must carry Professional Liability insurance including errors and omission coverage in an amount not less than \$1,000,000 per occurrence or claims made and aggregate.

**(e) Pollution Liability.**

In the event the Services involve any excavation, subsurface, underground, or dewatering work, contractor must carry at all times during the term of this Agreement, and for twenty-four (24) months following termination of this Agreement, a Pollution Liability policy with limits not less than \$1,000,000 per occurrence (or claims made) and not less than \$1,000,000 aggregate for Bodily Injury, Personal Injury and Property Damage. This coverage must include any losses arising from transit exposures and also include all costs associated with clean-up, containment, and disposal of any hazardous liquids or materials.

**(f) Umbrella/Excess Liability.**

- (1) In the event the value of this Agreement is \$50,000 or more, contractor shall maintain umbrella/excess liability insurance in an amount of not less than \$1,000,000 with respect to coverage required under the Commercial General Liability, Automobile Liability and Employer's Liability. This coverage must be Umbrella coverage, offering coverage "at least as broad as all underlying coverages."
- (2) In the event the value of this Agreement exceeds \$50,000, contractor shall maintain umbrella/excess liability insurance in an amount of not less than \$5,000,000 with respect to coverage required under the Commercial General Liability, Automobile Liability and Employer's Liability. This coverage must be Umbrella coverage, offering coverage "at least as broad as all underlying coverages." Subcontractors shall be required to maintain umbrella/excess liability insurance limits of at least \$1,000,000.

**(g) Deductible or Self-Insured Retention.**

Any deductible or self-insured retention must be declared to the City. Any and all deductibles or self-insurance retentions in the foregoing insurance policies shall be assumed by and be for the account of, and at the sole risk of the contractor and its subcontractors.

Contractor shall verify its subcontractors' compliance with the requirements of sections (a) through (g), and cause their certificates of insurance to be provided to contractor, and upon request, to be made available to utilities.

On all policies except for Workers' Compensation and Employer's Liability, and Professional Liability, the certificates shall also contain a specific endorsement adding the City as additional insured's, as well as specifically stating that all coverage furnished by contractor is primary, and that any insurance held by the City is excess and non-contributory. Certificates of insurance shall be furnished by contractor to the City before any Services are commenced hereunder by contractor. The certificates of insurance shall provide that there will be no cancellation, reduction or modification of coverage without thirty (30) days' prior written notice to the City except for 10 days' notice with respect to non-payment of premium. If Contractor does not comply with this section, the City may, in addition to any other remedies it may have, terminate this Agreement, subject to any provision of this Agreement. Alternatively, the City may, at its option, provide insurance coverage to protect the City and charge contractor for the cost of that insurance. The required insurance shall be subject to the approval of the City, but any acceptance of insurance certificates by the City shall not limit or relieve the contractor of the duties and responsibilities assumed by it under this Agreement.

The insurance coverage required within this entire subsection shall not minimize, limit, nor eliminate the Contractor's responsibility for any uninsured or uncovered claims, losses, or expenses occurring during or after completion of construction of this project.

The foregoing requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by the City, or their insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liability and obligations otherwise assumed by Contractor pursuant to this agreement, including but not limited to the provisions concerning indemnification.

The City reserves the right to withhold payments to Contractor in the event of material noncompliance with the insurance requirements outlined above.

**107.01 BUILDER'S RISK INSURANCE.**

**107.02 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 due to the Contractor's errors, omissions or negligence.

**107.03 THIRD PARTY LIABILITY**

It is specifically agreed between the parties executing this contract that this contract is not intended by any of the provisions to create in the public or any member thereof any third party beneficiary rights whatsoever, or to authorize anyone not a party to this contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this contract.

**107.04 RISK INSURANCE**

Unless otherwise set forth in the Contract Documents, the City shall not maintain risk insurance on the project.

**SECTION 108 ROYALTIES, PATENT INFRINGEMENTS, SPECIAL LICENSES AND PERMITS**

**108.00 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 shall 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.

**108.01 PERMITS, LICENSES AND REGULATIONS**

Permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor. The Contractor shall be responsible for all water and wastewater tap fees and water and wastewater connection fees as set forth in the Code of the City of Colorado Springs, as amended. Projects that involve Building Permits and sprinkler systems will require water or wastewater connection fees or both.

Licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the City, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Plans and Specifications are at variance therewith, he shall promptly notify the Engineer in writing, and any necessary changes shall be adjusted as provided in the contract for changes in the work.

Prior to the start of construction, the Contractor shall procure all permits and licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. Copies of the fully executed permits shall be furnished to the Engineer. It is the responsibility of the Contractor to be aware of the terms and conditions of all permits, and it is the Contractor's responsibility that the terms and conditions are satisfied, including but not limited to the requirements of subsections 103.05 and 106.12.

**SECTION 109 WORK PROVISIONS AND RULES**

**109.00 COMMENCEMENT AND COMPLETION OF WORK**

- (a) Preconstruction Conference. After issuance of Notice of Award, or as otherwise established by the City, a preconstruction conference shall be held for review of the construction schedule,

Contractors 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 engineer 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 after the date specified on the Notice to Proceed and complete the contract within the number of calendar days or by the date specified in the proposal form. Unless otherwise noted in the Contract, the number of days identified in the Proposal Form are calendar days.
- (d) The dates fixed for commencement and completion of the work may be extended by the Engineer. All requests for extension of time by the Contractor shall be made in writing to the Engineer and shall set forth the reasons for such requests. The Engineer shall fix the period of extension, if any. The Engineer's decision shall be binding upon the parties hereto. Requests for extension of time received twenty (20) or more days after the occurrence of the delay will not be honored. No requests for extension of time shall be honored if submitted after the completion date.
- (e) If satisfactory execution and completion of the contract shall require work or materials in greater amounts or quantities other than those set forth in the contract, then the contract time shall be adjusted at the time of the execution of the Change Order. No allowance will be made for delays or suspension of the prosecution of the work due to the fault of the Contractor.

**109.01 FAILURE TO COMPLETE WORK ON TIME, LIQUIDATED DAMAGES**

If the Contractor fails to fully perform and complete the work in conformity to the provisions and conditions of the contract within the specified time limit set forth in the contract, including any extensions granted hereto, the Contractor shall pay to the City for each calendar day of delay until such time the contract is complete, liquidated damages at the applicable daily rate below. The amounts shown are considered to be liquidated damages to reimburse the City for the additional cost of construction engineering and contract administration services and in no case are considered a penalty.

Original Contract Amount	Amount of Liquidated Damages Per Day
Less than \$50,000	\$300.00
\$50,000 to \$100,000	\$500.00
\$100,000 to \$500,000	\$700.00
\$500,000 to \$1,000,000	\$900.00
Over \$1,000,000	\$1500.00

**109.02 WORK IN BAD WEATHER**

No construction work shall be done during stormy, freezing, or inclement weather, except such as can be done satisfactorily, and in a manner to secure first class construction throughout, and then only subject to permission of the Engineer.

The granting of a time extension for inclement weather does not imply or guarantee that additional compensations for incidental and appurtenant work caused by such weather will be approved or authorized by the Engineer. The Contractor is instructed to include as part of the Contractor's total bid

price the costs for such weather delays as can be reasonably anticipated. The Engineer will be the sole judge as to the reasonableness of delays for inclement weather.

### **109.03 EXCUSABLE DELAYS**

The Contractor's right to proceed will not be terminated nor the Contractor charged with damages for delay in completing the work that arises 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,
- (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.

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

If the Engineer 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 wages and benefits, including FICA, paid for additional non-salaried labor;
  2. Costs for additional bond, insurance and tax;
  3. Increased costs for materials;
  4. 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. Costs of extended job site overhead;
  6. 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 and home office overhead.
- (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 overhead 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.

### **109.05 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 Engineer, 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 Engineer. Any compensation claimed by the Contractor on account of

emergency work shall be determined by agreement or in accordance with the Changes in Work Provision of this contract.

#### **109.06 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. Bid prices shall not be based on the anticipated approval of a Value Engineering Change Proposal (VECP). Proposals shall be submitted only by the successful bidder after contract award. If a VECP is rejected, the work shall be completed in accordance with the Contract at contract bid prices. The Contractor shall have no claim against the City for compensable or noncompensable delay to the Contract based on the failure to respond to the proposal.

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

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

If the Engineer 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 Engineer for review and the effect on the Contractor's schedule caused by the added time, the Engineer 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 facility. 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 Engineer 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 eventual 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
    - b. required to avoid delays to the existing contract prosecution,
    - c. the amount of time necessary to develop the full Proposal,
    - d. the date by which a Contract Modification Order must be executed
    - e. to obtain maximum benefit from the Proposal, and
    - f. the Proposal'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 proposal.

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 Proposal compared to the new costs and quantities generated by the Proposal. All costs and proposed unit prices shall be documented by the Contractor.
  5. A statement specifying the date by which a Contract Modification Order must be executed to obtain the maximum cost reduction during the remainder of the Contract.
  6. A statement detailing the effect the Proposal 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 Proposal was previously submitted on another City project, the proposal 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 Proposal. A discount rate of four percent shall be used for life cycle calculations.
  10. A statement specifying when a response from the Owner is required to avoid delays to the prosecution of the Contract.
- (d) *Evaluation.* VECPs will be evaluated in accordance with the following:
1. The Engineer will determine if a Proposal qualifies for consideration and evaluation. The Engineer may reject any Proposal that requires excessive time or costs for review, evaluation, or investigations. The Engineer may reject proposals that are not consistent with the City's design policies and criteria for the project.
  2. The Engineer will reject all or any portion of work performed under an approved VECP if unsatisfactory results are obtained. The Engineer will direct the removal of such rejected work and require construction to proceed under the original Contract requirements without reimbursement for work performed under the proposal, or for its removal.
  3. VECPs, whether or not approved by the City, apply only to the ongoing Contracts referenced in the Proposal and become the property of the City. Proposals 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 Proposal 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.
  4. If the City is already considering certain revisions to the Contract or has approved certain changes in the Contract for general use that are subsequently proposed in a VECP, the Engineer will reject the Proposal and may proceed to implement these changes without obligation to the Contractor.
  5. 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.
  6. Proposals will be rejected if equivalent options are already provided in the Contract.
  7. Proposals that only reduce or eliminate contract pay items will be rejected.
  8. The savings generated by the Proposal must be sufficient to warrant a review and processing, as determined by the Engineer.
  9. A Proposal changing the type or thickness of the pavement structure or changing the design of a bridge will be rejected.
  10. Additional information needed to evaluate Proposals shall be provided in a timely manner. Untimely submittal of additional information will result in rejection of the Proposal. 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 Contract Modification Order. Reimbursement will be made as follows:
1. The changes will be incorporated into the Contract by changes in quantities of unit bid items, new agreed unit price items, or both, as appropriate, under the Contract.
  2. The cost of the revised work as determined from the changes will be paid to the Contractor. The City will pay the Contractor 50 percent of the savings to the City upon completion of the value analysis work. 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 bid 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.

#### **109.07 AUTHORITY OF THE ENGINEER**

The Engineer 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 Engineer 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 Engineer 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 Engineer/Manager may order the Contractor, by giving fifteen (15) 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 Engineer may immediately stop the work when it is determined that the public's safety and welfare is in jeopardy.

The Engineer shall, within a reasonable time after their presentation to the Engineer, 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 Engineer's decisions shall be final.

#### **109.08 DUTIES OF THE INSPECTOR**

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

#### **109.09 CONSTRUCTION OBSERVATION AND INSPECTION**

The Engineer 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 Engineer 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 without charge to the City. If the Contractor does not correct such

condemned 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 Engineer 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 cost of labor and material necessarily involved in the examination and replacement, plus fifteen (15) 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 Engineer.

If the Engineer shall point 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 at once discontinued.

The Contractor shall execute the work only in the presence of the Engineer or authorized representative, unless provision has been made for the work to proceed without complete engineering supervision or inspection. The presence of the Engineer or authorized representative shall in no way relieve the Contractor of the responsibility of this contract, or be any warrant for the furnishing of bad material or poor workmanship.

The observation of the work by the Engineer 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.

#### **109.10 CONTRACTOR COOPERATION**

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

- (a) Discrepancies: If the Contractor, as the work progresses, finds any discrepancies between the Plans and physical conditions or any errors in the Plans or layout as given by the stakes or instructions, it shall be the Contractor's duty to inform the Engineer in writing and the Engineer shall address such discrepancy in a reasonable period of time. Any work done after such discovery until authorized will be done at the Contractor's risk.
- (b) Workmen, Methods and Equipment: Permission from the Engineer 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 Engineer, or as to bind the Engineer to accept work which does not comply with the contract.

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

Until the work is accepted by the Engineer 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 inconsequence 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.

#### **109.12 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 size and location of all existing utilities as known to the Engineer 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 City Utilities 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 Engineer 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, 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 Engineer 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 or the cost of protecting utilities where alteration or relocation is not required to permit construction of the project shall be included in the original contract price for the project.

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. The cost of this work shall be borne by the utility companies involved, unless other agreements are reached with 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. The Gas Department is to be notified prior to any excavation around gas lines. A Gas Department 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 Wastewater Department Standard Specifications. Minimum 48 hours notice must be given to the Wastewater Department prior to any related work.
3. The Contractor shall adjust sanitary sewer manhole rims to an elevation acceptable to the City Wastewater Department. The Contractor shall contact the City Wastewater Department 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 Water Department Standard Specifications and the Water Service Standard Specifications. Minimum 48-hour notice must be given to the Water Department prior to any related work. The Water Department 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 Water Department 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 Engineer, 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 Engineer 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 the City of Colorado Springs Electric Department. The Contractor shall coordinate the work with the Electric Department and the Electric Department's Contractor.
2. Light Pole Installation or Relocation:
  - a. The Contractor is responsible for coordinating with CSU Electric, 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 CSU Electric for the de-energizing and removal of existing light poles.

- b. Colorado Springs Utilities (CSU) Electric Division 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 CSU crews for reinstallation and re-energizing completed light poles.
- (d) Gas Utilities: The Contractor is responsible for coordinating with CSU Gas for the relocation of existing Gas lines. Colorado Springs Utilities Gas Division 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 CSU 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 Cablevision. The Contractor shall coordinate the work with Cablevision.

### **109.13 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 Engineer shall have the authority to order the removal from the work of any Contractor's employee 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.

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, as required and defined in Section 8-17-107 C.R.S. 1973.

Eight (8) hours shall constitute a day's labor and Monday through Friday shall constitute a workweek. In no event shall the City be responsible for overtime pay.

### **109.14 EMPLOYMENT OF LABOR**

The Contractor shall comply with, and protect 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.

### **109.15 EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, sex, color 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, religion, sex, color or national origin. 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 race, religion, sex, color or national origin.

#### **109.16 FEDERAL FUNDS**

If this contract is a Federally assisted construction contract all applicable federal requirements, terms and conditions, provisions and forms will be included in the bidding documents. Additionally, the Contractor agrees as follows:

1. The Contractor shall complete and submit with its bid all federal forms and certifications included in the bidding documents.
2. 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.
3. 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.
4. 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.
5. 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.
6. The Contractor shall include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 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 threatened with, litigation with a subcontractor or vendor as a result of such direction by the city, state, or any federal governmental entity, 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.

#### **109.17 SUPERINTENDENCE**

The Contractor shall give the work the constant attention necessary to facilitate the progress thereof and shall cooperate with the Engineer and with other Contractors or utility company 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 Engineer or the Engineer's authorized representative. Such superintendent shall be furnished irrespective

of the amount of work sublet. The Contractor shall supply the Engineer with a list of phone numbers at which the Contractor, his superintendent and foreman can be reached at any time. The assigned Superintendent must adhere to the cooperation requirements specified in Section 108.08 and is subject to removal if so ordered in writing by the Engineer/Project Manager.

**109.18 PREPARATION**

All vegetation, stumps, and debris and other objectionable objects shall be removed from the area staked out by the Engineer, 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 Engineer.

**109.19 STAKING WORK**

The Engineer shall provide reference points (horizontal and vertical control) only, unless otherwise noted in the bid 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 Engineer. 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 is judged by the Engineer to be incompetent shall be removed from the work and replaced by a competent individual.

**109.20 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 expediciencies of construction will, in all cases, be determined by the Engineer and authorized in writing. If the Engineer 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 Engineer subject to approval of the City Engineer.

**109.21 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 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.

**109.22 SHOP DRAWINGS AND SUBMITTALS**

The Contractor shall submit to the Engineer all shop drawings, submittals and schedules required for the work, including those pertaining to structural and reinforcing steel within fifteen calendar days from the date of the Notice of Award. The Contractor shall make any corrections in the drawings required by the Engineer, and resubmit the same without delay.

Three final copies of all shop drawings, submittals and schedules shall be submitted to the Engineer, who after checking will retain two copies and return one copy to the Contractor. The Engineer'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 Engineer. 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.

### **109.23 RECORD DRAWINGS**

The Contractor shall maintain an up-to-date set of contract documents, legibly marked, depicting all constructed improvements at the site or as otherwise specified and shall submit a complete set labeled "Project Record" to the Engineer 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 Field Order or 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.

### **109.24 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 Engineer for the Engineer'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 Engineer, 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.

### **109.25 MATERIAL INSPECTION AT PLANT**

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

- (a) The Engineer shall have the cooperation and assistance of the Contractor and the materials producer.
- (b) The Engineer 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.

### **109.26 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.

### **109.27 CITY FURNISHED MATERIALS**

Material furnished by the Department 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 included in the contract price for the item.

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.

#### **109.28 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.

#### **109.29 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. Comply with "Recommended Requirements for Independent Laboratory Qualifications", latest edition, published by the personnel, facilities, equipment and other qualification data, including; Report of inspection of facilities made 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. 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. Certificate of calibration of applicable testing equipment made by an accredited calibrated agency within 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 test 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.

**109.30 DIFFERING SITE CONDITIONS**

The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Project Engineer/Manager of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in this contract.

The Project Engineer/Manager shall promptly investigate the site conditions after receiving the notice. If the Engineer/Project Manager determines that conditions do materially differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions encountered, an equitable adjustment shall be made under this clause and the contract modified accordingly.

No request by the Contractor for an equitable adjustment to the contract shall be allowed, unless the Contractor has given the proper written notice and the Project Engineer/Manager determine the condition is in fact a Differing Site Condition; furthermore, the City of Colorado Springs shall not be liable for an equitable adjustment under this clause if the Contractor disturbed or repaired the condition without prior inspection by the Project Engineer/Manager, or if the contract is completed.

**109.31 CHANGED CONDITIONS**

When additional information regarding foundation or other conditions becomes available as a result of the excavation work, further testing, or otherwise, it may be found desirable and the City shall have the right to change the location, alignment, dimensions, or design of the work to meet such conditions.

During the progress of the work, the City may find it advisable, and it shall have the right to omit portions of the work and to increase or decrease any items as may be deemed necessary or desirable without changing the unit prices in the proposal, provided such increase or decrease does not exceed fifteen percent (15%) of the total monetary value of the original contract. If the material or labor involved in such a 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 advertising for bids 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 the Contractor to proceed with such alterations and additions. The Contractor will not, however, be required to perform such extra work and furnish such extra materials without a written Change Order from the Engineer. The parties hereto shall agree upon any sum to be paid for said work in advance of performing it. The Contractor shall make no claims for extra work unless the work was performed as authorized by a properly executed Change Order. Additional compensation or credit for work covered by a Change Order must be determined by one or a combination of the following methods:

- (a) Unit bid prices previously approved.
- (b) An agreed lump sum.
- (c) The actual cost of:

1. Labor (including foremen and extra supervision if required).
2. Materials entering permanently into the work.
3. Rental cost of construction plant and equipment used for the work.
4. Power and fuel required for the operation of power equipment used for change order work.
5. The Contractor shall furnish a breakdown of cost including but not limited to bills, payrolls, invoices and vouchers covering the cost of the work. To this cost there shall be added a fixed fee to be agreed upon, but not to exceed fifteen percent (15%) of the cost of work. The fee shall be compensation to cover the cost of management, insurance, benefits, bond, profit and any other general expenses.

(d) The cost of Subcontractor's work shall be determined according to methods 2 and 3, above, to which the Contractor may add a maximum of fifteen percent (15%), which amount shall be compensation for the cost of the Contractor's management, insurance, benefits, bond, profit, and any other general expenses.

### **109.32 CHANGES IN THE WORK**

The City may make written changes in the Plans and Specifications or scheduling of the contract within the general scope of this contract at any time by a written order. If such changes add to or deduct from the Contractor's cost of the work, the contract prices shall be adjusted accordingly. All such work shall be executed under the conditions of the original contract except that any claim for an extension of time caused thereby shall be allowed and adjusted at the time of ordering such change or at such time as it can be ascertained.

In giving instructions, the Project Engineer shall have authority to make minor changes in the work not involving additional cost, and not inconsistent with the purpose and scope of the work.

No claim for additional work or change shall be made unless so ordered by a properly executed Change Order, and no claim for an addition to the contract sum shall be valid unless the additional work or change was so ordered by a properly executed change order.

The Contractor shall proceed with the work as changed and the value of any additional work or change shall be determined as provided for in the Contract.

It shall be expressly understood and agreed to by the Contractor that no claim for additional work or money will be recognized by the City unless same has been so ordered by a properly executed Change Order.

### **109.33 PROTESTS**

If the Contractor considers any work demanded of him to be outside the requirements of the contract, or considers any decision, record or ruling of the Project Engineer, the inspectors, or Project Manager to be unfair, he shall upon such work being demanded or such decision, record or ruling being made, proceed without delay to perform the work or to conform to the decision, record or ruling, and, within five (5) days of receiving said decision, record or ruling request that such decision, record or ruling be provided in writing, if not already provided. The Contractor shall then within ten (10) days after receipt of the written instructions or decisions, file a written formal protest with the Project Engineer, stating clearly and in detail the basis of his objection. Except for such protests or objections as are made of record in the manner herein specified and within the limit stated, the written records, rulings, instructions, or decisions of the Project Engineer shall be final and conclusive. Instructions and decisions of the Project Engineer contained in letters transmitting drawings to the Contractor shall be considered as written instructions or decisions subject to protest or objections as herein provided. In the event of a formal protest, the formal protest shall be presented to the City Engineer and the City Contracting Manager; their decision shall be considered final and conclusive for the City of Colorado Springs. Nothing in this section precludes a Contractor from pursuing any other remedies afforded by the laws of the State of Colorado once the remedies afforded under this contract have been complied with and exhausted.

Subcontractors shall follow the above instructions with the exception that the protest is filed with the General Contractor and a copy of the protest immediately copied to the City Project Manager/Engineer.

#### **109.34 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 Engineer made under the provisions of this paragraph, the Engineer 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 Engineer shall have the right and authority to order all construction to cease or material to be removed, until arrangements satisfactory to the Engineer are made by the Contractor for resumption of the work in compliance with the provisions of the contract.

#### **109.35 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. In case of dispute, 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 Engineer, 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 Engineer, who at the same time will make his final inspection of the work. The Engineer will not approve the final estimate of any portion of the work until after the final inspection is made and the work found satisfactory.

#### **109.36 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 or 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 Engineer.

#### **109.37 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 Municipal, State or Federal regulation 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.

**109.38 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.

**109.39 PERSONAL LIABILITY OF PUBLIC EMPLOYEES**

The Engineer or authorized representatives 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.

**109.40 NO WAIVER OF LEGAL RIGHTS**

Upon written notice that the Contractor considers all work complete, the Engineer shall make a pre-final inspection with the Contractor and shall 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 Engineer 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 shall be promptly issued a Certificate of Completion by the Engineer 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. A waiver on the part of the City of Colorado Springs any breach of any part of the Contract shall not be held to be a waiver of any other breach.

The contractor without prejudice to the terms of the Contract shall be liable to the City, for latent defects, fraud, or such gross 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. The Contractor guarantee period (two-year warranty period) will not begin until the contract is 100 percent complete, as determined by the Engineer. Acceptance of the 100 percent complete contract 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 same 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 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.

## 109.41 ACCEPTANCE

- (a) *Partial Acceptance.* If, during the prosecution 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 Engineer may make final inspection of that unit. If the Engineer 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 Engineer 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 Engineer will notify the Contractor in writing of final acceptance indicating the date on which the project was inspected and accepted.

If the inspection discloses any unsatisfactory work, the Engineer 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 Engineer 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 subsection 109.40.

## SECTION 110 PAYMENTS AND ACCEPTANCE OF WORK

### 110.00 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 Title 24, Article 91, Section 103 and Section 110, Colorado Revised Statutes, on statements made and approved by the Engineer. 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 these contract documents will be made at the approved unit price or lump sum price for each of the several items as listed in the bid 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. The quantities listed in the bid are estimated quantities, and are listed only for convenience in comparing bids. 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 of Colorado Springs 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 of Colorado Springs finds that satisfactory progress is being achieved during any period for which progress is to be made, the City of Colorado Springs may authorize payment to be made in full without withholding retainage. However, if satisfactory progress has not been made, the City of Colorado Springs 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 of Colorado Springs may retain from the remaining unpaid balance that amount the City Contracting Manager, at the advice of the City's project manager, considers adequate for protection of the City, suppliers and subcontractors, and shall release to the Contractor all the remaining funds associated with completed and acceptable work.

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 of Colorado Springs 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 of Colorado Springs will only pay forty percent (40%) of the invoice, withholding ten percent (10%) of what is due until the contractor gets back on schedule. Once the City of Colorado Springs determines that satisfactory progress is being made in all phases of the contract, then no retainage will be held on successfully completed work.

- (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) **CONTRACTS UNDER ONE HUNDRED FIFTY THOUSAND DOLLARS**: If the contractor is not progressing in accordance with the project schedule or not performing quality work in accordance with the specifications, the Project Manager may, at that point start withholding retainage up to and including ten percent (10%) of the total contract amount.

#### **110.01 CORRECTION OF WORK BEFORE FINAL PAYMENT**

The Contractor shall promptly remove from the premises all materials and work condemned by the Engineer 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 condemned 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.

## **110.02 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 shall be made for amounts withheld because of them.

## **110.03 ACCEPTANCE OF FINAL PAYMENT**

Upon notice that the work is fully completed, the Engineer will make a final inspection. If the Engineer finds the work acceptable under the contract and the contract is fully performed, the work may be finally accepted by the Engineer under the terms and conditions of the contract. The entire balance found by the Engineer to be due the Contractor, including the retained percentage, less any retention based on; (1) the Engineer'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 Engineer.

Upon completion of the work under the contract and before the Contractor shall receive or be paid for the Engineer's final statement, the City Contracts Office shall post a notice on the web-site [www.springsgov.com/contracting](http://www.springsgov.com/contracting) 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 Contracts Office 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 Engineer so certifies, the City may, upon Certificate of Completion by the Engineer, 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 project shall constitute a waiver of all claims by the Contractor but acceptance 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 of Colorado Springs and said forms have been reviewed and approved by the City Sales Tax Office.

## **SECTION 111 TERMINATION OF CONTRACT**

### **111.00 THE CITY'S RIGHT TO TERMINATE CONTRACT**

In accordance with the City Charter, performance of the City's obligations under this contract is expressly subject to appropriation of funds by the City Council. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of the City's obligations under this contract, or appropriated funds may not be expended due to City Charter spending limitations, then the City may terminate this contract without compensation to the Contractor.

If the termination is for failure of the contractor to fulfill the contract obligations, the City may terminate the subject contract for Default, and complete the work by contract or otherwise, and the contractor shall be liable for any additional cost incurred by the City. Prior to issuing a Termination for Default, the City will issue a Notice to Cure allowing the contractor a minimum of ten (10) calendar days to prepare a plan to correct whatever failures are causing the contract obligation failure(s). The City will have the right to accept the plan of correction or to continue with the Termination for Default.

Where the contract has been terminated for Default by the City, said termination shall not affect or terminate any of the rights of the City as against the Contractor or his surety then existing or which may thereafter accrue because of such default. Any retention or payment of monies by the City due the Contractor under the terms of the contract shall not release the Contractor or the Contractor's surety from liability for the Contractor's default.

If the Contractor should become bankrupt and a relief from stay is granted to the City, or if the Contractor should make a general assignment for the benefit of Contractor's creditors, or if a receiver should be appointed on account of Contractor insolvency, or if Contractor should persistently or repeatedly refuse or should fail, except in cases for which extensions of time are provided, to supply enough properly skilled workmen or materials, or if Contractor should fail to make payments to subcontractors or for material or labor so as to affect the progress of the work, or breach, or substantially violate any provision of the contract, then the City, upon the written notice of the Engineer may, without prejudice to any other right or remedy, terminate the contract for default and take possession of the premises and of all materials, tools, equipment, and other facilities installed on the work and paid for by the City, and finish the work by whatever method the City may deem expedient. In such cases, the Contractor shall not be entitled to receive any further payment under the contract.

The City may also terminate this contract for convenience of the City, upon written notice to the Contractor, without additional compensation to the Contractor, unless the Contractor has started or performed portions of the contract prior to receiving such notice. If performance of the contract is underway, the City will be liable only for the portions of work actually satisfactorily completed up to the point of the issuance of the Notice of Termination for Convenience. In no event shall the City be liable for unperformed work or anticipated profits or overhead. 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.

#### **111.01 COMPLETION OF CONTRACTS IN DEFAULT**

If for any reason a contract is declared in default, the City shall have the right without process or action at law to take over all or any portion of the work and complete it in any manner the City deems most appropriate. Written notice shall be given the Contractor by the City that the contract has been declared in default, and upon receiving such notice, the Contractor shall peaceably relinquish possession of the said work or the parts thereof specified in the notice.

The City may, at its option and at a rental which it considers reasonable, retain all material, equipment, and tools on the work until the work has been completed.

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 Contractor's surety for the method by which the completion of the said work, or any portion thereof, may be accomplished or for the price paid. Should the cost of completing the work be in excess of the original contract price, the Contractor and Contractor's surety shall be responsible for such excess cost. 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 by taking over the work nor by declaring the contract in default shall the City forfeit the right to recover damages from the Contractor or Contractor's surety for failure to complete the entire contract.

**111.02 REMOVAL OF EQUIPMENT**

Except as provided in subsection 111.01 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.

## SECTION VI

### SPECIAL PROVISIONS

This section contains Special Provisions that are applicable on the subject project. In the event the Special Provisions listed herein, and the terminology of the Special Provisions conflicts with the terminology in the "CITY OF COLORADO SPRINGS ENGINEERING DIVISIONS STANDARD SPECIFICATIONS", latest edition of General Provisions, the Special Provisions listed herein will take precedence.

Failure to comply with the following specifications will result in a no-cost, immediate work stoppage, with no additional time allowance granted. No work will take place until the work stoppage is lifted.

#### 6.00 SCOPE

#### 6.01 DESCRIPTION OF WORK

The work to be done by the Contractor shall consist of removal and replacement of sidewalks, street crosspans, pedestrian ramps, curb and gutter, driveways, curb returns, bubblers, patterned concrete, drainage structures, and asphalt paving. This work shall include restoration of all areas disturbed by the construction activities to a condition better than the pre-construction condition, and the protection or replacement of all fencing, retaining walls, landscaping, removal of obstructions, minor utility relocation and/or adjustment, grading, soil scarification, moisture control, backfill & compaction and plantings. This work shall also include the disposal of all surplus or waste materials and all traffic control/ barricading (See Section 6.18) required for this work.

This work involves layout and construction of concrete pedestrian ramps that meet governing specifications and American Disabilities Act (ADA) requirements. Temporary pedestrian and vehicle access shall be maintained to the greatest extent possible.

This work involves matching new work flush to existing improvements upstream and downstream. The intent is to maintain or improve drainage patterns and surface runoff while creating no obstructions to free flow. The Contractor is required to ensure this happens.

**Work areas will be awarded by the City Program Manager. Each area assigned to a Contractor shall be completed prior to any additional assignments being made to that same Contractor. Additional work will not be awarded to Contractors that are behind schedule in prior work areas, or that have not demonstrated that they have available crews, equipment, etc. to successfully complete additional work in the specified time frame. In addition, Contractors shall keep the Program Manager informed of their ability to accept additional work areas. (Reference Section 2.5, paragraph 5).**

**If the Contractor feels they cannot start and finish work within the change order period of performance requirements, they should not accept the change order.**

**If a Contractor is not performing within the change order period of performance, the City reserves the right to assign any unfinished work to another Contractor, as deemed necessary, in order to maintain the overall production schedules.**

The unit prices bid shall apply to all work for that change order. The Contractor shall provide sufficient manpower and equipment to provide continuous and diligent work efforts to complete the work by the dates listed for each change order.

Working hours on Residential streets shall be limited from 7:30 AM to 4:30 PM Monday thru Friday, or as approved by the Program Manager, after review by City Traffic Engineering. Work shall be allowed on Saturdays, Sundays and holidays only with prior written permission from the Program Manager.

Working hours on main Arterial / Collector streets shall be limited from 9:00 AM to 3:00 PM Monday thru Friday, or as approved by the Program Manager. Work shall be allowed on Saturdays, Sundays and holidays only with prior written permission from the Program Manager.

The Contractor shall notify the Program Manager forty-eight (48) hours prior to the commencement of construction activities.

The Contractor shall schedule his work activities such that individual construction sites remain closed a minimal amount of time, this includes site restoration. The Contractor shall be responsible for all work, whether it is performed by the Contractor or by others under a subcontract agreement.

Excavation as required to construct all items in this contract shall be performed in a careful and orderly manner with due consideration given to protection of adjoining property, the public and workmen. Any damage to streets, utilities, public or private property, or the bench marks and construction staking due to the negligence of the Contractor, shall be repaired and restored to its original condition by the Contractor at his expense to the satisfaction of the Program Manager. It will be the Contractor's responsibility to ensure that areas not in conflict with new work are not disturbed or damaged during the construction process. Excavation shall not be paid for separately, but shall be included in the unit price of the work.

#### **6.02 PRECONSTRUCTION CONFERENCE**

Within 10 calendar days after issuance of the Notice of Award, or as otherwise established by the Owner and Program Manager, a preconstruction conference shall be held for review of the construction schedule, Contractor's list of SubContractors and suppliers, project contracts, Traffic Control Plan with Supervisor name and telephone number and certifications, procedures for handling shop drawings, processing Applications for Payment, and other pertinent items. The Contractor (and SubContractor) should address any construction problems that may be foreseen in the execution of the project work at the preconstruction conference.

#### **6.03 PROGRESS AND COMPLETION**

The work shall commence after the issuance of the Notice to Proceed for each task order as agreed to by the Program Manager and the Contractor. **The Contractor shall be required to submit a schedule for completion of all assigned work. Contractor will be required to submit weekly "updated" schedules.** Contractor shall also be required to attend weekly progress meetings at the City's Streets Division Facility located at 688 Geiger Court in Colorado Springs. Weekly "updated" schedules will be reviewed at these meetings.

#### **6.04 CONTRACT DRAWINGS**

The construction drawings referred to in the "Notice to Bidders" are incorporated herein and made part of these Contract Documents.

Should a conflict arise between the General Provisions and Standard Specifications and Special Provisions bound herein, a written request for clarification shall be made by the Contractor to the Program Manager. In general, the Special Provisions bound herein shall govern. However, the Program Manager shall issue a written decision and clarification on any conflict brought to his attention in writing.

#### **6.05 SOIL CONDITIONS**

The Contractor assumes all risks connected with the surface and subsurface conditions actually encountered by him in performing the work; even though such actual conditions may result in the Contractor performing more or less work than he originally estimated.

The Contractor shall perform whatever exploratory excavations and tests he deems necessary to determine the site conditions.

The Contractor shall utilize all suitable excavated material as approved by the Program Manager for raising grades and backfilling the new construction. **Additional imported materials (Class 6 Roadbase**

**up to six (6) inches in depth) if needed for stabilization shall not be paid for separately, but shall be included in the unit price of the work.**

**6.06 CONTRACTOR SUBMITTALS**

Submittals for design, testing and shop drawings shall be in conformance with Section 108.19 “Shop Drawings and Submittals” and 108.21 “Materials” of the work provisions and rules. Three copies of submittals are to be provided to the Program Manager. The Program Manager shall have a minimum of seven working days to review shop drawings and submittals. Failure of the Contractor to deliver submittals in sufficient time for the Program Manager’s seven-day review shall not constitute a delay on the part of the City. Shop drawings and submittals shall be at a minimum of those items listed below, and any other additional submittals which may be required by the Program Manager:

1. Concrete and Asphalt Mix Designs
2. Joint Sealant Materials
3. Traffic Control Plan
4. Fencing Materials
5. Material Certificates (for items such as reinforcing steel, herbicide, expansion joints, etc).
6. Topsoil mix
7. Seed mix
8. White Colored Concrete Curing Compound
9. Bubbler grate specification and drawings
10. Inlet Grates

**6.07 EXISTING UTILITIES**

The Contractor shall be responsible for the location and protection of all utilities located within his working area.

All overtime costs for inspection by City Utilities shall be the Contractor’s expense.

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. 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.

The accuracy of information furnished with respect to underground utilities is not guaranteed. The Contractor shall be responsible for making his own investigations, including exploratory excavations, to determine the locations and type of existing mains and service laterals or appurtenances prior to starting excavation. These investigations shall not be paid for separately, but shall be included in the unit price of the work.

The Contractor shall notify all Public Utility companies who may have installations in the area where the work is to be performed and solicit their aid in locating horizontally and vertically utilities prior to any excavation. All utilities encountered must be kept in operation by the Contractor and must be protected and/or repaired at his own expense except as otherwise noted below:

**A. Existing Gas Mains and Services**

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.

The Gas Division is to be notified prior to any excavating around gas lines. The Gas Division Inspector is to be notified and be **present on site** prior to construction activities around gas lines. The Gas Department will perform all repair and relocation work.

**B. Existing Sewer Mains and Services**

All relocation, replacement or protection determined necessary by the Inspector shall be performed by the Contractor according to the latest Wastewater Division Standard Specifications. A minimum forty-eight (48)-hours' notice must be given to the Wastewater Division prior to any related work.

**C. Existing Water Mains and Services**

All relocation, replacement or protection determined necessary by the Inspector shall be performed by the Contractor according to the latest Water Division Standard Specifications and the Water Service Standard Specifications. A minimum 48-hours notice must be given to the Water Division prior to any related work. The Water Division reserves the right to schedule any requirements determined necessary to perform the work.

**D. Existing Underground Electric Division Lines and Facilities**

The Contractor shall protect the existing electric distribution lines and facilities from damage or displacement. The Contractor shall notify and coordinate the work with the City Electric Transmission and Distribution Division. The cost of protecting the electrical utility is considered incidental and is to be a part of the adjoining work. The Electric Department will perform any repair or relocation work.

**6.08 TEMPORARY ASPHALT PATCHES**

If cold or wet weather conditions do not permit a permanent asphalt pavement replacement, pavement that is removed will require a minimum 1.5" bituminous cold mix 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. No additional payment will be made for temporary patching.**

**6.09 REMOVAL AND DISPOSAL OF EXISTING ELEMENTS**

The Contractor shall remove from the project site all conflicting, or as otherwise directed, existing construction elements such as sidewalks, curb and gutter, asphalt pavement, concrete rubble, landscape timbers and elements, abandoned utilities, trees, fencing, stumps, unsuitable backfill material and other debris.

The Contractor shall use appropriately designed and sized equipment to remove and haul disposal materials, so as to maintain safe conditions for the general public and public and private property.

The disposal materials shall be hauled to a legal disposal site. The Contractor shall abide by all Federal, State, and local government requirements for hauling and disposal of materials.

**The cost of all removal items shall include hauling and disposal and are not paid for separately, but shall be included in the unit prices of work being performed.**

**6.10 PROTECTING AND REMOVING PLANTINGS**

The Contractor shall protect all existing trees, shrubs and other plantings above ground and from root structure damage during the construction activities. Unnecessary damage to plants or trees will subject the Contractor to full replacement of those plantings at Contractor's expense as determined by the Program Manager. Where plantings are in conflict with new work, as determined by the inspector or owner (plantings on private property), the Contractor shall hire a locally licensed tree trimming service to perform this work as necessary. Prior to performing any trimming or removal operations the Contractor shall notify the City Forester's office at (719) 385-6550 (Dennis Will). **Trimming or removal of all vegetation and trees shall not be paid for separately, but shall be included in the unit price of work being performed.**

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, as needed, all around, to a minimum height of eight (8) feet above the adjacent walkway. **This work shall be done only by a licensed Tree Service.**

This work shall not be paid for separately, but shall be included in the unit price of the work being performed.

#### **6.11 REMOVAL AND REPLACEMENT OF SPRINKLER SYSTEM**

Where required by the construction activity, existing sprinkler heads and related fittings and tubing shall be removed and replaced as close as possible to the original locations. All sprinkler heads and fittings shall be salvaged and reused unless damaged. It is the Contractors responsibility to coordinate with the owner to determine the pre-construction condition of the system. Damaged items shall be replaced with the same type and quality, or better, as the original item. After assembly, the sprinkler system shall be tested for leakage and proper operation. The system shall be drained after testing if work is performed beyond the irrigation season. This work shall not be paid for separately, but shall be included in the unit price of the work being performed.

#### **6.12 COORDINATION WITH PROPERTY OWNERS**

The Contractor shall coordinate the relocation of fencing, landscaping, sprinklers, control boxes, utility services, street signs and mail boxes and the salvaging of any materials suitable for re-use with the City Inspector and, if on private property, with the respective property owners.

Salvageable elements shall be carefully relocated per direction of City Inspector and protected from damage.

**The Contractor shall notify and coordinate the closing and construction of driveways, curb, gutter and sidewalks with the City Inspector and the adjoining property owners in advance of work using the following method of Posting and Notification:**

#### **6.13 POSTING AND NOTIFICATION**

**6.13.1** The Contractor shall be required to place "No Parking" signs as specified by the Manual on Uniform Traffic Control Devices or the Program Manager a minimum of seventy-two (72) hours prior to the work commencing. These signs shall be preprinted at a sign shop. These signs shall have the City Code 10-11-104 clearly and permanently marked. The specific date shall be clearly marked with lettering width of one-eighth (1/8) inch or larger such that the date is clearly legible from a distance greater than twenty-five (25) feet away or as approved by the Program Manager. Dates can be hand written due to changing dates and times but must be clearly legible from over twenty-five (25) feet away! These signs shall be eighteen (18) inches tall by twelve (12) inches in width. The post to support the "No Parking" sign shall be a minimum of four (4) feet in height. The support may be wood or metal. **These signs SHALL NOT be mounted on any type of traffic control device.** These signs shall be placed on the property line of every third residence (adjacent to the curb where work is to be performed) or a maximum spacing of one hundred fifty (150) feet. The cost of the signs and posts, as well as the placement and removal, shall be included in the work and no additional payment will be made. The Contractor shall give written notification to the adjacent property owners with a letter notifying them of the process, any special instructions such as parking and watering restrictions and a proposed schedule shall be delivered to the adjacent property owners a minimum of seventy-two (72) hours prior to the work commencing. These letters shall have the appropriate CITY logo at the top of the letter. A CD will be provided to the Contractor with the "logo", so as to allow the Contractor to incorporate this logo at the top of these notification letters. Required "No Parking" signs and letters to be distributed to the adjacent property owners are included in this solicitation. The cost of all materials and labor required for the notification process shall be included in the work. No additional payment will be made for this work. The Contractor shall be required to keep a log on all postings of signage and letters given to adjacent property owners and towing of vehicles. See

required logs in this solicitation. Copies of these logs shall be given to the Program Manager weekly. The cost of maintaining these logs shall be included in the work. No additional payment will be made for this work. The Contractor shall make every effort to contact the vehicle owner if a vehicle is parked on the street in a location that will conflict with the work. Only after every effort has been made to contact the vehicle owner will the Contractor be allowed to contact the City of Colorado Springs Police Department to have the vehicle towed. Prior to contacting Police Department for towing of vehicle, the Contractor shall contact the Inspector for verification of the parking violation. Should an Owner of a towed vehicle file a complaint and a court hearing is required, Contractor staff placing and logging notifications signage shall attend court to testify regarding towing of vehicles.

- 6.13.2** The Contractor is encouraged to properly and correctly notify property owners of the date work is to be performed in front of their properties. Once a notification date has been issued to an adjacent property owner, this date cannot be moved “backwards” in time, only “forward” if a change of notification date is required. If the specific date has to be changed, the Contractor has the responsibility to notify every resident and/or business in person about the date change on the affected street. If the Contractor incorrectly notifies the property owner of a specific date work is to be performed at that location more than two (2) times, for any reason other than weather related causes, **the Contractor agrees to a cash forfeiture of \$500 for each occurrence** (calendar day) starting with the third (3<sup>rd</sup>) occurrence at that location. This money will be deducted from the total contract amount. If insufficient contract moneys remain, Contractor agrees to make cash payment to the CITY for the full amount due.
- 6.13.3** If a private citizen approaches the Contractor during operations, the Contractor shall be friendly and as informative as possible when speaking with the public.
- 6.13.4** Every effort should be made to be accommodating to the public if there are special circumstances that conflict with the operations, including, but not limited to: wedding receptions, funeral gatherings, graduation parties, garage sales, etc... No separate payment will be made for this work.
- 6.13.5** The City of Colorado Springs will provide temporary signage (approximately two (2) feet by three (3) feet in size per panel) indicating to the public this project is part of the City Program. These signs shall be mounted onto Type II barricades or equal and placed at each end of each project site. The Contractor shall be responsible for the placement, relocation and removal of these signs on a daily basis. At the end of this contract the Contractor shall return the signs to the City of Colorado Springs Streets Division Maintenance offices. If City signs are not returned, a charge of \$150.00 per sign will be deducted from the Contractor’s final payment. This work and barricades will not be paid for separately, but shall be included in the unit price of the work being performed.
- 6.13.6** The Contractor shall establish a local phone number with a (719) area code or toll free number that will be placed on all “No Parking” signs as well as on all “Notification Letters” issued as part of the Public Notification Process so the Public can call the Contractor direct with any questions or concerns. The cost of this local phone service shall not be paid for separately and shall be included in the unit price of the work being performed.
- 6.13.7 All costs associated with Posting and Notification shall be included in the work. No separate payments shall be made for this work.**

**6.14 WORK AREA**

The Contractor shall confine the work activities to the public right of way. 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 hold the City harmless from any claims to damage or disruption of private property.

All personnel on all projects shall wear hardhats, clean reflective safety vests (Class II or III) and eye protection at all times while on the jobsite. Steel toe boots, hearing protection and any other Personal Protection Equipment (PPE) shall be utilized when required.

Contractor personnel shall not unnecessarily enter upon private property without the express written consent of the landowner. The Contractor shall provide the Program Manager with a copy of the written permission. The City will be held harmless of Contractor negligence in matters of trespassing.

The Contractor shall make every effort to minimize the inconvenience to the traveling and pedestrian public.

**The Contractor shall limit his/her work activities such that at no time shall any removal and/or construction activities occur simultaneously on opposite sides of a street in any given block. The Contractor shall also limit his/her open work area to a maximum of one (1) City block or one thousand (1,000) feet, whichever is smaller.** This area shall be completed before proceeding to next contiguous section of work. In the event both sides of the street are disturbed from their pre-construction condition prior to being completed or more than one thousand (1,000) feet of work area is opened, the Contractor may be issued a work stoppage order prohibiting the opening up of any additional areas until the previously opened areas are restored, in accordance with this specification. Contractor is allowed to work on multiple streets in one area at the same time.

#### 6.15 CONCRETE FORM INSPECTIONS

**The City requires a concrete form inspection prior to placing concrete to help ensure proper line and grade of new work. This in no way relieves the Contractor of responsibility to construct work in accordance with the City Standard Specifications and drawings as well as ADA Criteria.** It is the Contractor's responsibility to complete required work and to schedule inspections during normal working hours Monday thru Friday. If any work is approved to be performed on Saturdays, Sundays, or holidays, overtime costs for inspection shall be at the Contractor's expense. Each inspector shall be paid at his or her overtime hourly rate for a minimum of eight (8) hours and for any hours incurred for that work day beyond eight (8) hours. Any requests for this type of work shall be requested at least four (4) days in advance. This work can only occur if an inspector is available for those days requested. There is no guarantee that an inspector would be available.

The City will not entertain any requests for time extensions for delays caused by the Contractor's failure to properly notify the City Inspector of a required inspection or the Contractor's failure to complete the required work by the time of the scheduled inspection.

#### 6.16 CONCRETE WORK, MISCELLANEOUS

All concrete work shall comply with City Standard Specifications Section 500 and related standard details.

All concrete mix designs shall be approved in writing by the Program Manager prior to starting work. Any other city approved mix designs shall not be used.

Concrete shall obtain a minimum compressive strength of 3200 psi prior to any traffic being allowed to cross over the new surface. In no case shall traffic be allowed across new concrete prior to a minimum of forty-eight (48) hours after placement of said concrete. Compressive strength shall be verified by an AMRL certified testing laboratory. Compressive testing shall determine the number of hours of cure time required to achieve 3200 psi strength. Test cylinders shall be collected from the field environment for compression tests, and not from the lab with controlled climate conditions.

Contraction (tool) joints in flatwork shall be one-eighth (1/8) inch wide and one-quarter (1/4) of the flatwork depth. These joints are to be either hand-tooled while still wet, or saw-cut as soon as possible after initial set, but no more than two hours after initial set.

White-colored curing compounds are to be applied immediately after surface water has disappeared, or as otherwise recommended by the manufacturer. White-colored curing compound shall completely cover 100% of all exposed surfaces creating a uniformly sealed surface.

All concrete, prior to reaching its compressive strength, shall be protected from foreign markings or graffiti. Examples include, but are not limited to: scrapes, writings, bike tires, foot traffic, and any heavy object that would create an imperfection. In the event of foreign markings or graffiti the replacement or repairs shall be made by the Contractor at no additional cost.

Deviations from City Standards will require removal and replacement of affected work, as determined by the Program Manager. No additional payment shall be made for this replacement work.

Any and all cold weather protection required to perform work shall not be paid for separately, but shall be included in the unit price of the work being performed.

All curb faces shall be constructed with forms and never hand-poured or hand-formed without formwork. All stakes shall be removed after completing the pour, including portions of the stakes that break off below the finished surface. All curb faces, top of curb and back of curb faces shall be straight and true. Any deviations in these alignments greater than three-eighths (3/8) inch in ten (10) feet will be removed and replaced at the Contractor's expense.

If shims are used to keep curb head forms separated during concrete placement operations, these shims must be removed and never allowed to be lost in the concrete pour. No payment will be made for concrete areas that have been contaminated with any shimming materials.

All curb and gutter surfaces shall be of a smooth broom finish (less than 1/32" grooves). Surfaces with a deeper grooved finish than one-thirty-second (1/32) inch shall be removed and replaced at the Contractor's expense.

#### 6.17 CONSTRUCTION STAKING

Construction Staking is incidental to other work items and will not be measured for payment. Staking will be required where concrete replacement work will significantly change existing profiles.

Staking shall comply with the following:

- A. Construct all work to the lines, grades and elevations of existing structures that you will be tying into or in accordance with work revised by the Program Manager.
  - 1. Remove and reconstruct improperly located work.
- B. City Program Manager will establish or designate a minimum of two basic horizontal control points and one vertical control point.
  - 1. Contractor to use these points as datum for the Work.
  - 2. Contractor to provide, upon request and without charge, such competent men and tools, stakes and other materials as Program Manager may require in establishing or designating control points, checking construction staking or checking the as built location of work performed by the Contractor.
- C. Provide all survey, layout and measurement work required.
  - 1. Work performed by a licensed surveyor acceptable to Program Manager.
  - 2. Locate and protect control points prior to starting site work and preserve all permanent reference points during construction.
    - a. Make no changes or relocations without prior written notice to Program Manager.
    - b. Report to Program Manager when any reference point is lost or destroyed, or requires relocation because of necessary changes in grade or locations.

- c. Arrange for licensed surveyor to temporarily relocate and/or replace project control points, property corners or other survey control that may be lost or destroyed.
  - 1) Establish replacements based on original survey control or as otherwise directed by Program Manager.
  - 2) Points in new flatwork to be flush and durable.
- 3. Establish lines and levels, locate and layout, by instrumentation and similar appropriate means.
- 4. From time to time, verify layouts by the same methods.
- 5. Maintain a complete, accurate log of all control and survey work as it progresses.
- 6. Upon request of Program Manager, submit documentation to verify accuracy of fieldwork and the as-constructed location of new work.

#### **6.18 TRAFFIC CONTROL GENERAL**

- A. Traffic control shall conform to the ordinances and regulations of the City of Colorado Springs and in particular to Section 10-1-315 of the City Code, "Work Zone Traffic Control"
- B. Construction signing and marking shall conform to the Manual of Uniform Traffic Control Devices for Streets and Highways, U.S. Department of Transportation, latest edition and revisions thereto, City of Colorado Springs Supplement to MUTCD for Traffic Control for Street Construction Utility Work and Maintenance Operations.
- C. Fees for Traffic Control Permits shall be waived for the Contractor.
- D. All Traffic Control Plans (TCP) shall be approved prior to starting any work. If an approved TCP is not available or complete in content then all work shall stop and all equipment and materials shall be removed from the travel way at the Contractor's expense.

##### **6.18.1 SCOPE**

- A. No roads shall be closed by the Contractor except by expressed permission of the City of Colorado Springs Traffic Engineer and after notifying the Police and Fire Departments.
- B. Proper barricading detours, warning signs and lights are the responsibility of the Contractor and shall be paid for by the Contractor. The Contractor shall provide, place and maintain the necessary signs, barricading, lights and detours of public street intersections and along the route in such a manner as to avoid undue inconvenience to the public. These items shall be included in the work and will not be paid for separately.
- C. When performing lane or shoulder closures the Contractor shall have on the project at all times an American Traffic Safety Services Association (ATSSA) Certified Traffic Control Supervisor. These items shall be included in the work and will not be paid for separately.
- D. All permanent and temporary traffic markings shall be the responsibility of the City of Colorado Springs. Contractor shall coordinate all temporary and permanent traffic marking operations with the City Streets Division a minimum of seventy-two (72) hours prior to starting work in areas where striping will be required. If permanent traffic markings are disturbed during construction, placement of temporary traffic markings shall be the responsibility of the City of Colorado Springs Streets Division. Temporary traffic marking tape shall be provided by the City at no cost to the Contractor. The Contractor shall make every effort to coordinate the placement of temporary traffic markings with the Streets Division. If unforeseen conditions arise, the Program Manager may order the placement of temporary traffic markings by the Contractor. Cost for placement of temporary marking tape shall be included in the unit price. No additional payment shall be made for this requirement.

- E. The Contractor shall provide for vehicular access to and from all residences and businesses abutting the project throughout the course of construction, except when local streets are closed as approved by City Traffic Engineering.
- F. The Contractor shall leave at least one (1) driveway open at all times to any non-residential properties affected by construction.
- G. The Contractor shall submit (on a weekly basis) a list of streets where work will be performed to the Program Manager for review and approval prior to starting work in these areas. This list shall be submitted one (1) week in advance of work to be performed.
- H. Working hours on **residential streets shall be limited from 7:30 AM to 4:30 PM** Monday thru Friday, or as approved by the Program Manager, after review by City Traffic Engineering. Work will be allowed on Saturdays, Sundays and holidays only with written permission from the Program Manager
- I. Working hours on **main arterial/collector streets shall be limited from 9:00 AM to 3:00 PM** Monday thru Friday, or as approved by the Program Manager, after review by City Traffic Engineering. Work will be allowed on Saturdays, Sundays and holidays only with written permission from the Program Manager.
- J. Work time violations beyond hours referenced above will be assessed as follows:
  - 1. If there is a violation of the working time limitations for traffic control as set forth in Section 6.18 paragraphs H and I of these specifications, a written notice to stop work will be imposed on the Contractor at the start of the next working day. Work shall not resume until the Contractor assures the Program Manager, in writing, that there will not be a reoccurrence of the working time violation. If more violations take place, the Program Manager will notify the Contractor in writing that there will be a price reduction charge for each incident in accordance with this specification. This incident price reduction charge will be deducted from any money due the Contractor. This price reduction will not be considered a penalty but will be a price reduction for failure to perform traffic control in compliance with the Contract.
  - 2. An incident is any violation up to thirty (30) minutes in duration. Each thirty (30) minutes or increment thereof will be considered as an incident. A price reduction will be assessed for each successive or cumulative thirty (30) minute period in violation of the working time limitations, as determined by the Program Manager. The price reduction for each incident will increase at a progressive rate starting with \$150 for the second incident and increasing to \$1,200 for the fifth (5<sup>th</sup>) and subsequent incidents in accordance with the following schedule. A fifteen (15) minute grace period will be allowed at the beginning of the second (2<sup>nd</sup>) incident on the project before the price reduction is applied. This fifteen (15) minute grace period applies only to the second (2<sup>nd</sup>) incident.
  - 3. The number of incident charges will be **accumulative** throughout the duration of the Contract.

PRICE REDUCTION SCHEDULE		
INCIDENT	INCIDENT RATE	TOTAL PRICE REDUCTION
1 <sup>st</sup>	Notice to Stop Work	\$0
2 <sup>nd</sup>	\$150	\$150
3 <sup>rd</sup>	\$300	\$450
4 <sup>th</sup>	\$600	\$1,050
5 <sup>th</sup>	\$1,200	\$2,250
6 <sup>th</sup>	\$1,200	\$3,450
Etc...	\$1,200	\$4,650
	Etc...	Etc...

- K. All streets shall require a Traffic Control Plan (TCP) to be submitted to the City Traffic Engineering Division for review and approval a minimum of ten (10) days prior to starting work. No work shall proceed without approval of said TCP's. Traffic Control Plans not involving closures or major detours shall be submitted a minimum of seventy-two (72) hours (three City business days) prior to implementation.
- L. Traffic Control Plans shall include detailed signing, barricading, and traffic detouring information for each phase or stage of construction including as a minimum: type and number of devices, working hours, number and location of flaggers, pilot cars, and time restrictions, if any.
- M. When working in the vicinity of schools, meetings with school staff will be required to assure traffic control concerns of the school staff are met. Hours of work may be more restrictive and additional traffic control measures may be required. This additional work shall be included in the contract unit price. No additional payment will be made for this work.
- N. The Contractor Jobsite Superintendent or Foreman shall have an approved TCP in his or her vehicle at all times for each location where work is being performed. This TCP shall be available at all times for review on the project site by any City employee or Inspector.
- O. The Contractor shall have on the project at all times an American Traffic Safety Service Association (ASSTA) currently certified Traffic Control Supervisor. The Contractor shall supply to the Program Manager and his representatives the certification certificate, phone number and name of the TCS and flaggers prior to starting any work.
- P. Any concrete work performed on arterial, collector or residential streets shall use "Drum Channeling Devices" for all traffic delineation. Cones shall not be allowed at any time. Traffic control shall not be paid for separately, but shall be included in the unit price of work being performed.
- Q. The Contractor shall maintain a twenty-four (24) hour, seven (7) days a week (including weekends and holidays) emergency service to remove, install, relocate, and maintain warning devices. The Contractor shall furnish the Program Manager the name and telephone number of the Traffic Control Supervisor responsible for emergency service.
- R. In the event the Traffic Control Supervisor does not respond within two (2) hours, or the City deems it necessary to call out other forces to accomplish emergency services, the Contractor will be held responsible for the cost of such emergency services, without reimbursement.
- S. Flagging against traffic lights shall not be permitted without the use of a Uniformed Traffic Officer. A TCS shall not be considered a Uniformed Traffic Officer. If a Uniformed Traffic Officer is utilized, this person shall be assisted by a TCS and flaggers as required.
- T. **A Variable Message Sign Panel shall be placed on all arterial roadways at least 96 hours in advance to notify the public of lane closures.** Variable Message Sign Panels shall not be paid for separately, but shall be incidental to other work items and shall be included in the unit prices of the work.

**All cost associated with traffic control shall be incidental to all work items and shall be included in the work. No separate payments shall be made for this work.**

**Contractor agrees to a cash forfeiture of \$500 per calendar day** for each instance the traffic control devices or efforts are not in conformance with the approved traffic control plan or as otherwise evaluated by the City Inspector or Program Manager. This money will be deducted from the monthly invoice amount. If insufficient contract monies remain, Contractor agrees to make cash payment to the City for the full amount due.

## 6.19 SPECIAL CONSTRUCTION REQUIREMENTS

**6.19.1** Any necessary tree or bush trimming to avoid conflict with the Contractor's equipment or construction activities shall be the Contractor's responsibility and shall be included in the work. The Contractor shall hire a locally licensed tree trimming service to perform this work as necessary. No separate payment shall be made for this work, but shall be included in the unit price of the work being performed. The Contractor shall contact the City Forester prior to trimming any trees or bushes at **(719) 385-6550 (Dennis Will)**.

**6.19.2** Contractor shall attend a weekly meeting at the City's Street Division Facility located at 688 Geiger Court in Colorado Springs. At each of these meetings, the Contractor shall provide a written schedule indicating streets to be worked on for the following seven (7) days.

**6.19.3** All water used shall be potable and free of dissolved ingredients that may prove harmful. If water is acquired from a City hydrant, the Contractor shall use a proper water meter equipped with a backflow preventer, as required by Colorado Springs Utilities (719) 668-7420. Contractor shall contact Colorado Springs Utilities Mesa Laboratory at (719) 668-4560 for direction and authorization of which fire hydrants can be used during construction to avoid damages to CSU waterlines and CSU customer lines and appliances. Contractor shall be responsible for any damages to CSU waterlines or CSU customer property related to waterlines. Water shall be included in the contract unit price and shall not be paid for separately.

**6.19.4** The Contractor shall obtain all permits and furnish all transportation, materials, tools, equipment, labor and supplies necessary to complete in a workmanlike manner the improvements as shown and specified in these documents. **City permits including excavation and traffic control will need to be obtained, but fees will be waived for this project.** The excavation permit may be obtained at:

Regional Development Center  
2880 International Circle  
Suite 200-1  
Colorado Springs, CO. 80910

Contact: Robin Tisdale  
(719) 385-5052

**6.19.5** Upon completion of the work on a given street or street segment, the Contractor shall remove and completely dispose of all refuse materials, dirt, excess paving, etc., so as to leave the street in a neat and clean condition. After completing concrete operations, all sidewalks, driveways shall be hand swept and/or air blown using a leaf blower. This work shall not be paid for separately, but shall be included in the unit price of work being performed. All excess materials shall be disposed of by approved means and complying with all local, state and federal codes, ordinances and laws.

**6.19.6** An approved white colored curing compound shall be applied to all exposed surfaces so that 100% of all exposed surfaces are completely sealed to assure proper curing.

**6.19.7** If any work is approved to be performed on Saturdays, Sundays, or holidays, overtime costs for inspection shall be at the Contractor's expense. Each inspector shall be paid his or her overtime hourly rate for a minimum of eight (8) hours and for any hours incurred for that work day beyond eight (8) hours. Any requests for this type of work shall be requested at least seven (7) days in advance. This work can only occur if an inspector is available for those days requested. There is no guarantee that an inspector would be available.

**6.19.8** It is the Contractor's responsibility to adhere to the grade and line requirements set forth in the City of Colorado Springs' Standard Drawings and Specifications for all concrete installations. **Inspection and approval of form work shall not relieve the Contractor from achieving these requirements. The Contractor shall be responsible to remove and replace any work installed not meeting required**

**line, grade and specifications. It is recommended that Contractor personnel should have a four (4) foot smart level onsite to verify grades of all work being performed. There will be no additional payment for this removal and replacement work.**

**6.19.9 Any and all asphalt patching material used shall be at a minimum temperature of 190 degrees Fahrenheit after the compaction process!** Any asphalt patching materials below this temperature shall be removed and replaced at the Contractor's expense. No payment will be made for this rejected material.

**6.19.10 Protection of Subgrade and Concrete in Cold and Freezing Weather**

Concrete shall never be placed when ambient temperatures are below thirty-two (32) degrees Fahrenheit. Concrete placed between thirty-two (32) degrees and forty (40) degrees Fahrenheit shall require the Contractor to submit a written request for approval prior to placement of concrete addressing the following requirements:

Diagram showing how subgrade and concrete surfaces will be enclosed and heated with artificial heat maintaining a minimum of fifty (50) degrees for five (5) consecutive days. (Specify heat source).

Any protection used in connection with curing shall remain in place and intact for at least forty-eight (48) hours after the artificial heating is discontinued.

Concrete placed at ambient temperatures of forty (40) degrees Fahrenheit and rising shall be protected in such a manner so as to maintain a curing temperature of fifty (50) degrees for a minimum of five (5) consecutive days.

Per Section 508.04 all materials, reinforcement, forms, fillers, and ground with which the concrete is to come in contact shall be free of frost.

Cold weather protection shall be mandatory until May 1<sup>st</sup>. After this date, weather conditions will be verified on a daily basis to determine the need for cold weather protection.

**6.19.11 Work in Bad Weather**

The Program Manager may order the Contractor to suspend work that may be subject to damage, in the Program Manager's opinion, due to climatic conditions. In the event the adverse climatic conditions are unusual or extended, an extension of time may be granted. Extension of time will be granted based on conditions meeting the definition of a Weather Day as described in the paragraph below. The Program Manager shall have the authority to suspend the work wholly or in part, for such period as he may deem necessary, due to the failure on the part of the Contractor to carry out the orders given, or to perform any provisions of the contract.

Definition of a Weather Day:

A Weather Day shall be defined as any **authorized work day, excluding Saturdays, Sundays and holidays**, when the **ambient air temperature** is below thirty (32) degrees Fahrenheit between the hours of 10:00 AM and 3:00 PM.

The official website where this information can be obtained/monitored is at: [www.wunderground.com](http://www.wunderground.com).

The monitoring site that is **closest** to the location being worked on will be used to determine the ambient air temperature between 10:00 AM and 3:00 PM for a given day at that location.

If a given day is determined to be a "weather day", notification will be provided to all Contractors during the weekly project meeting defining those days meeting the above requirements as a weather day. **Snow accumulation and rain will not qualify as a weather day.**

**6.19.12 Application of Finishing Agents when Finishing Concrete Surfaces**

When finishing agents are used to assist in the finishing of concrete surfaces it can only be applied with the use of a "Hunts Can" which atomizes the product into a fine spray or mist. Contractor shall not apply the agent to concrete surfaces by the use of a hose of any kind or "bless" the concrete surface with the use of "flicking a brush". If concrete surfaces are treated inappropriately as described above, this concrete shall be removed and replaced at the Contractor's expense.

**6.19.13 Compliance with MS4 of the Colorado Discharge Permitting System and with the City's Drainage Criteria Manual, Volume 2:**

Illicit discharges to the MS4 (Municipal Separate Storm Sewer System) are prohibited unless permitted through the Colorado Discharge Permitting System. It is the Contractor's responsibility to maintain necessary protective measures. Contractors must also maintain compliance with the City's Drainage Criteria Manual, Volume II. This manual can be found in the following website: <https://coloradosprings.gov/resident-services/public-works/city-engineering/reference-materials>.

**6.20 MEASUREMENTS AND PAYMENT**

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 several 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. **Field measurements by address or intersection of completed work items shall be done jointly by the City Inspector and the Contractor on approved designated forms to ensure prompt agreement. Quantities for work completed shall be collected on a weekly basis and turned into the City by Friday at 4:00 PM. If quantities are not received by this time, the Contractor will forfeit \$300.00 per calendar day, for lost administrative hours, until quantities have been received. It is the Contractor's sole responsibility to have these quantities submitted by this deadline and not the inspector's responsibility. The Contractor shall work closely with their inspector to assure these quantities are turned in on time. Failure to turn in quantities on time could delay the monthly payment until the next scheduled payment period.**

Quantities for pay requests shall be prepared by the City for the Contractor's approval every thirty (30) days during the course of the project. Within a maximum of ten (10) business days from receipt, the Contractor shall submit an invoice on their letterhead or formally dispute in writing any City of Colorado Springs Streets Division prepared quantities. After ten (10) business days, if no dispute has been submitted in writing objecting to these quantities, then said quantities shall be final and no future adjustments shall be allowed. Failure to return the invoice within the ten (10) business day limit will result in a deduction of \$300.00 per calendar day, for lost administrative hours, and will be deducted from the Contractor's invoice. No written notification will be given for this violation or deduction.

**SPECIAL NOTE: Payment will only be made for that work marked out by the inspector for removal. If additional quantities of concrete are removed (for any reason) without approval by the inspector, no payment will be made for the removal or replacement of said concrete. This additional removal and replacement cost shall be borne by the Contractor. This includes any damaged concrete caused during the removal process. Pre-sawing is mandatory!**

Any items of work which may or may not be called out in the plans and/or the specifications and do not have a specific line item in the bid proposal, but which are necessary to complete the work in accordance with good and standard practice, such as clearing, subgrade preparation, complete removal of conflicting elements, minor utility relocation and/or adjustment, minor fence relocation, straightening and plumbing, tree and bush trimming, plant material removal, other landscaping element removal or relocation, street and mailbox relocation, form work, traffic control, Public Notification, cold weather protection, etc. **are to be considered as incidental to the construction of the project and the Contractors cost for such work shall be included in the bid unit price with the related item of work.**

The Contractor shall accomplish all incidental work essential to the completion of the project in a workmanlike manner, including cleanup and disposal of waste or surplus material without additional cost to the City (See Subsection 103.01 of General Provisions). The cleanup and disposal of waste, trash or surplus material shall be performed every day in order to better maintain the safety and aesthetics of the construction area.

Demolition, removal and disposal or salvage of materials in actual or close conflict with new work shall be complete including legal disposal, backfill and compaction of voids with suitable materials, fine grading and topping material to match adjacent surfaces and will be incidental to other work items. This includes pipe or utility facilities under proposed new work, as directed by the Program Manager.

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.

Partial payments of work shall not be allowed. Only completed work shall be considered for payment. Completed work is defined as concrete work that has forms stripped, backfill completed, cure applied and asphalt patching complete in place when working in the street. Removals shall be paid for if excavated materials are no longer onsite and have been disposed of properly.

## SECTION VII

### STANDARD SPECIFICATIONS

#### 7.01 STANDARD SPECIFICATIONS

The Standard Specifications for this project shall be the “**CITY OF COLORADO SPRINGS CITY ENGINEERING DIVISION GENERAL PROVISIONS AND STANDARD SPECIFICATIONS – Latest edition**”, except as modified hereinafter, which are incorporated in the contract documents by reference as though embodied herein in their entirety.

All Contractors on this project are required to have on the job site and utilize the current updated copy of the City of Colorado Springs Engineering Divisions Standard Specifications.

Copies are available for purchase at the cost of \$25.00 from the City of Colorado Springs, Office Services, room L01, 30 South Nevada Avenue, Colorado Springs, during regular business hours.

**Note: In this section the term Engineer, Project Manager and Program Manager shall have the same meaning.**

#### 7.02 UTILITY SPECIFICATIONS

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

##### Utility Specifications

These specifications may be updated periodically; the proposed dates for any procedural updates are Jan. 1, March 1, June 1 and Sept. 1 of the current year. Should an update require a public notice process to change a policy or add a policy, the specifications will be updated as soon as possible. Hard copies of all standard specifications are available at Colorado Springs Utilities' Development Services, 111 S. Cascade Ave., Suite 105, Colorado Springs, Colorado 80903.

[www.csu.org/business/development/standards](http://www.csu.org/business/development/standards)

#### 7.03 STANDARD SPECIFICATIONS ADDITIONS/REVISIONS

##### REVISION OF SECTION 104

##### THE CONTRACT: FOLLOWING EXECUTION

**Section 104 is hereby revised for this project as follows:**

##### 104.02 SCHEDULE

**Subsection 104.02** – First paragraph shall be revised to include the following:

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 Project Schedule that shall be used for coordination, for evaluation of progress, and for the evaluation of changes to the Contract. The 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 Schedule shall consist of a Methods Statement and a progress schedule consisting of (1) a Critical Path Method (CPM) schedule or (2) a Bar Chart schedule. A CPM Schedule shall be required if the contract exceeds \$250,000 or if the construction period exceeds one hundred fifty (150) calendar days, unless the Contract Documents stipulate otherwise. The CPM Schedule shall utilize Program Manager Software such as

Microsoft Project or be capable of being read and manipulated by Microsoft Project software. The Schedule shall show all work completed within the contract time.

**Subsection 104.02.C** – Third paragraph shall be revised as follows:

A Job Progress Narrative Report shall be submitted weekly as a minimum and with all 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 Schedule. If the Job Progress Narrative Report indicates problem areas and impacts to job milestones or project completion, a revised Schedule Update shall also be submitted.

**104.04 SURVEYS**

**Subsection 104.04** – Paragraph A shall be removed.

**REVISION OF SECTION 105 - CONSTRUCTION SITE**

**105.05 ACCIDENT PREVENTION**

**Subsection 105.05** shall be revised as follows:

- A. 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 Program Manager, take the necessary precautions to ensure the protection of the public. Machinery, equipment, employees, and other hazards shall be observed and cared for in strict accordance with the requirements of the Williams-Steiger Federal Occupational Safety and Health Act (OSHA) of 1970, including requirements of the Federal Construction Safety and Health Regulations. The Contractor shall further comply with the Manual on Uniform Traffic Control Devices which is the City of Colorado Springs Barricading and Detour Manual.
- B. If the Program Manager or any City Safety Officer or their designated representatives become aware of failure to comply with applicable safety regulations, the Program Manager or City Safety Officer or their designated representatives may inform the Contractor who shall take immediate steps to remedy the noncompliance. The Program Manager or City Safety Officer or their designated representatives shall give written notification to the Contractor directing them to correct the unsafe acts or conditions. If the Contractor fails to comply with such a notification, the Program Manager or City Safety Officer or their designated representatives may issue a "stop work" order in accordance with Section 108.05 of the General Provisions of this contract, and work shall only be resumed after adequate corrective actions have been taken to comply with the safety deficiencies the Contractor has been notified of.
- C. Stoppage of work because of noncompliance with prescribed accident precaution measures shall not be subject to claim for changed condition or changes in work, nor for extension of completion time.
- D. No civil liability shall be imposed upon any employee of the City of Colorado Springs on account of making or failure to make any inspection provided for under this contract in accordance with City ordinances.
- E. No direct payment will be made for construction of gates, fences, or for watchmen. All costs and expenses will be considered as having been included in prices bid for work included in the contract.

**105.07 PUBLIC ROADS**

**Subsection 105.07 Third paragraph** shall be revised as follows:

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 other areas or conditions which might be hazardous or dangerous during the daylight or dark. Detour routings must first be submitted to the 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.

**105.09 POLLUTION**

**Subsection 105.09** Shall include the follows:

In the City of Colorado Springs, City Ordinance Chapter 21, Article 8, Part 101-108, relating to excessive noise pollution, it is specially provided that in the event of the Contractor's operation or equipment being in excess of the permissible noise levels as set forth in said code sections, the Noise Abatement Officer of the City of Colorado Springs is empowered to issue a stop work order until compliance is within permissible noise levels. No extension of this contract will be permitted for time lost by the Contractor as a result of any such stop work orders. Repeated violations of permissible noise levels in defiance of stop work orders shall be deemed a substantial violation of this contract.

**105.14 TEMPORARY ELECTRIC LIGHT AND POWER**

**Subsection 105.14** shall be removed.

**105.15 TEMPORARY HEAT**

**Subsection 105.15** shall be removed.

**105.16 TEMPORARY ENCLOSURES**

**Subsection 105.16** shall be revised as follows:

The Contractor shall provide and maintain temporary enclosures for the work as may be required.

**REVISION OF SECTION 106 - INSURANCE AND INDEMNITY**

**106.01 CONTRACTOR'S INSURANCE**

**Subsection 106.01 Item 2 X.C.U. Coverage** shall be removed.

**REVISION OF SECTION 107 - ROYALTIES, PATENT INFRINGEMENTS, SPECIAL LICENSES AND PERMITS**

**107.02 PERMITS, LICENSES AND REGULATIONS**

**Subsection 107.02** shall be revised as follows:

Permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor. The Contractor shall be responsible for all water and wastewater tap fees and water and wastewater connection fees as set forth in the Code of the City of Colorado Springs, as amended.

Prior to the start of construction, the Contractor shall procure all permits and licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. Copies of the fully executed permits shall be furnished to the Program Manager. It is the responsibility of the Contractor to be aware of the terms and conditions of all permits, and it is the Contractor's responsibility that the terms and conditions are satisfied." (REF. 102.06, 105.09)

## **REVISION OF SECTION 108 - WORK PROVISIONS AND RULES**

### **108.03 WORK IN BAD WEATHER**

**Subsection 108.03** shall be revised to include the following:

The Program Manager may order the Contractor to suspend work subject to damage in the Program Manager's opinion due to climatic conditions. In the event the adverse climatic conditions are unusual or extended an extension of time may be granted. Extension of time will be granted based on conditions meeting the definition of a Weather Day as described in the paragraph below. The Program Manager shall have the authority to suspend the work wholly or in part, for such period as he may deem necessary due to the failure on the part of the Contractor to carry out the orders given or to perform any provisions of the contract.

Definition of a Weather Day:

A Weather Day shall be defined as any **authorized work day, excluding Saturdays, Sundays and holidays**, when the **ambient air temperature** is below thirty-two (32) degrees Fahrenheit between the hours of 10:00 AM and 3:00 PM. The official website where this information can be obtained/ monitored is at: [www.wunderground.com](http://www.wunderground.com).

The monitored site that is **closest** to the location being worked on will be used to determine the ambient air temperature between 10:00 AM and 3:00 PM for a given day at a location.

If a given day is determined to be a "weather day" a letter will be written to all Contractors during the weekly project meeting defining those days meeting the above requirements as a weather day. **Snow accumulation and rain will not qualify as a weather day.**

### **108.05 AUTHORITY OF THE PROGRAM MANAGER**

**Subsection 108.05** shall be revised to include the following:

- D. Inspectors shall be authorized by the Program Manager to inspect all work completed and all materials furnished. The Inspector shall not be authorized to revoke, alter, or waive any requirement of the specifications. He shall be authorized to call the attention of the Contractor to any failure of work or materials to conform to the specifications and contract. He shall have the authority to reject materials or suspend the work until any questions at issue can be clarified by the Program Manager.

### **108.07 CONTRACTOR COOPERATION**

**Subsection 108.07** shall be revised to include the following:

- C. All work under this contract shall be performed in a skillful and professional manner. The Program Manager shall have the authority to notify the Contractor in writing, that the Contractor remove from the work site any employee the Program Manager deems incompetent, careless, or otherwise objectionable to the general public or the City of Colorado Springs. Any work site employee who is disorderly, or who shall commit any trespass upon public or private property in the vicinity of the work shall be at once removed from the work when so ordered by the Program Manager in writing and shall not be re-employed on any of the work by said Contractor unless written permission is given by the Program Manager.

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

**Subsection 108.08** shall be revised to include the following:

The Contractor shall not suspend work without written authority of the Program Manager. No extensions of time of completion, nor extra payment will be granted due to delays caused by suspensions under this paragraph. Upon ten (10) days' notice the work under this contract may, without cost or claim against the City, be suspended by the City Council for substantial cause.

### **108.09 PROTECTION OF UTILITIES**

**Subsection 108.09 Paragraph C** shall be revised to include the following:

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. Colorado Springs Utilities will be responsible for adjusting sanitary sewer manhole rims, water valve boxes, and other utility valve boxes to an acceptable elevation prior to and following construction.

**Subsection 108.09** Second (2<sup>nd</sup>) paragraph is being revised as follows:

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 Wastewater Department Standard Specifications. A minimum of forty-eight (48) hours' notice must be given to the Wastewater Department prior to any related work.

**108.13 FEDERAL FUNDS**

**Subsection 108.13** shall be removed.

**108.15 PREPARATION**

**Subsection 108.15** shall be revised as follows:

All vegetation, tree limbs encumbering equipment, and debris and other objectionable objects shall be removed from the work area 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 Program Manager.

**108.16 STAKING WORK**

**See E 1.16 CONSTRUCTION STAKING**

**108.20 RECORD DRAWINGS**

**Subsection 108.20** shall be removed.

**108.22 TESTING OF MATERIALS**

**Subsection 108.22** shall be revised as follows:

A. **Tests and Inspections:**

The City will employ and pay for the services of an accredited ASSHTO Materials Regulatory Laboratory (AMRL) testing laboratory to perform specified assurance testing services for the field testing of:

- Soil Compaction Control
- Asphalt Concrete Pavement
- Cast in Place Concrete

The Contractor will be responsible for the scheduling and coordination of the above tests on a daily basis or as directed by the Program Manager.

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 or as directed by the Program Manager. 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, asphalt, Quality Control Testing, etc... The City shall pay for Quality Assurance testing 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 at which time the Contractor shall pay for all retesting of failing materials. The Contractor shall obtain the Program Manager's written acceptance of the proposed accredited testing laboratory before having services performed.

**B. Requirements for Independent Testing Laboratory:**

Testing Laboratory shall be an accredited ASSTHO Materials Regulatory Laboratory (AMRL) in the State of Colorado.

Submit to the Program Manager for prior approval, the name and address of the proposed testing laboratory with description of personnel, facilities, equipment and other qualification data. A certificate of calibration of applicable testing equipment, made by an accredited calibrated agency within twelve (12) months prior to submittal date, shall also be submitted to the Program Manager.

**C. Test Reports:**

Testing agency shall be instructed to submit directly to the Program Manager three (3) copies of all reports of tests or inspections made, showing compliance, irregularities or deficiencies, identifying project, date of test, location on project, applicable specification section, applicable standard(s) for compliance, observations relating to compliance, name and signature of tester. **These test reports shall be forwarded to the Program Manager within one (1) working day after the material has been submitted for testing.**

**D. Contractor Responsibilities:**

Contractor shall furnish access to the work, materials, equipment and labor required to accommodate inspections and tests when testing laboratory is retained by the City. The Contractor will be responsible for the scheduling and coordination of any tests requested by the Program Manager. 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.

**108.28 CLEANING UP AND FINAL INSPECTION**

**Subsection 108.28.A** shall be revised as follows:

The Contractor shall at the completion of the work, remove all rubbish from and about the work and all tools, equipment, and surplus materials and shall leave the work clean and ready for use. In case of dispute, the City may remove the rubbish and surplus materials and charge the cost to the Contractor.

**Subsection 108.28.B** shall be revised as follows:

All sewers, conduits, pipes, and appurtenances 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, and foreign substances. Any undue leakage of water into the structures such as to make the work, in the opinion of the Program 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 Program Manager, who at the same time will make his final inspection of the work. The Program Manager will not approve the final payment of any portion of the work until after the final inspection is made and the work found satisfactory.

A punch list shall be generated by the inspector to document any deficient or outstanding work that must be completed prior to the closing of the contract (annual) and release of any retainage dollars.

**108.30 FINAL TESTS**

**Subsection 108.30** shall be revised as follows:

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 Municipal, State or Federal regulation bodies.

#### **REVISIONS OF SECTION 400 - ASPHALTIC CONCRETE PAVEMENT**

**All asphalt mix designs and placement shall follow the current revision of the Pikes Peak Region Asphalt Paving specifications.**

##### **404.09 PAVEMENT REMOVAL**

**Subsection 404.09** is hereby added as follows:

Removal of bituminous pavement at all locations necessary to accommodate the work. Pavement may be rough-cut with the defined construction operation. After completion of backfilling and placement of base course, the pavement edge shall be sawcut at twenty four (24) inches beyond the limits of the curb and gutter. This pavement edge can be sawcut prior to removal of the curb and gutter. Sawcut shall be straight and square. Measurement and payment shall be incidental to the curb and gutter and shall include costs for all materials, tools, equipment, labor, traffic control, barricading, hauling and proper disposal of, as well as incidental and appurtenant costs to complete the work in accordance with the specifications. Costs for the removal of base course where necessary shall be included in the unit price for removal up to six (6) inches. Prior to placement of asphalt patch, all subgrade shall be compacted to 95% compaction.

#### **REVISION OF SECTION 500 – CONCRETE**

##### **SECTION 504 AIR-ENTRAINING ADMIXTURES**

**Subsection 504.01** shall be revised by adding the following:

**504.01 Air Content Adjustment.** When a batch of concrete delivered to the project does not conform to the **minimum specified air content**, an air-entraining admixture may be added one time only for the batch, at the Contractor's option prior to consideration for rejection. After the admixture is added the concrete shall be re-mixed for a minimum of 20 revolutions of the mixer drum at mixing speed. The concrete will then be re-tested and if found acceptable may be placed in accordance with the specifications.

When a batch of concrete delivered to the project **exceeds the maximum specified air content**, an air-entraining reducer shall not be allowed to be added to the mix. This load of concrete shall be rejected and not used on the project.

##### **SECTION 506 TESTING OF CONCRETE**

**Subsection 506** is hereby revised by adding the following:

The Program Manager shall have the authority to order additional concrete tests, as requested. Any failed tests shall require corrective action by the Contractor and any corrective work and retesting will be at the expense of the Contractor. The Contractor shall provide access to the work and furnish labor and facilities to accommodate inspections and tests.

##### **SECTION 508.04 PROTECTION IN COLD AND FREEZING WEATHER**

**Subsection 508.04**, is hereby revised by adding the following:

Cold weather protection for concrete and subgrade shall be included in the unit price for the work being performed and not paid for separately.

##### **SECTION 509.02 COMBINATION CURBS AND GUTTERS**

**Subsection 509.02** is hereby revised by adding the following:

- M. Removal. Curb and gutter shall be removed to the nearest existing construction joint. Lengths of newly installed curb and gutter shall be equally spaced for the length of the removed sections. Where sawcutting is required, the work shall be performed with an approved cutting machine

**SECTION 509.03 SIDEWALK**

**Subsection 509.03** is hereby revised by adding the following:

- I. Removal. Where required for construction, concrete sidewalk shall be removed by making sawcuts in straight lines and at right angles to the alignment of the walk. The sawcut shall be made to a minimum depth of four (4) inches. If the sawcut would fall within thirty (30) inches of a construction joint, expansion joint, or edge, the concrete shall be removed to the joint or edge.

## SECTION VIII

### 8.0 SPECIAL CONDITIONS:

- 8.01** A portable (mobile) toilet shall be supplied at each work site location for the duration of the project. This portable toilet shall be towed (relocated) as needed to remain as close as possible to the work crews. This toilet shall be maintained by a professional portable toilet vendor on a weekly basis at a minimum. This toilet will not be paid for separately, but shall be included in the unit prices of the work being performed. If a portable toilet is not available on each project site, one may be provided by the City, from a professional portable toilet vendor. All changes incurred by the City for the rental of each toilet will be deducted from the Contractor's monthly payment for work performed on this Contract.
- 8.02** All foremen in charge of a crew shall be able to communicate clearly with the Inspector in the language of English. If the inspector has difficulty communicating with the foreman in charge due to a language barrier, a new foreman shall be requested and supplied by the Contractor within twenty-four (24) hours of the request. No payment shall be made for this replacement foreman.
- 8.03** This section left blank intentionally.
- 8.04** If a citizen asks for any concrete work to be performed in front of their property, which has not been approved by the Inspector, this citizen must be informed that a permit must be obtained from City Engineering per the following statute:
- # 3.3.501: License Required**  
"No person shall construct or repair a sidewalk, curb and gutter, or driveway, or contract to construct or repair a sidewalk, curb and gutter, or driveway within the City right of way without first obtaining a license and a permit to do so, except as otherwise provided in this part. No license or permit shall be issued except as provided in this part. (Ord.05-135) Citizens can call City Engineering at **(719) 385-5075 (Patrick Morris)** to inquire about a permit for concrete work".
- 8.05** Cold weather protection shall be mandatory until May 1<sup>st</sup>. After this date, weather conditions will be verified on a daily basis to determine the need for cold weather protection. Cold weather protection will not be paid for separately, but shall be included in the unit price of work being performed.
- 8.06** Any loads of concrete delivered **without** batch mix data printed on the delivery ticket shall be rejected. The rejected material shall not be paid for. No exceptions.
- 8.07** Due to critical time schedule and critical sequence of work to be performed, the Contractor shall complete each work assignment as specified in this Contract in the sequence indicated before moving into another location. Additional crews are welcome if needed to complete all work listed in the Contract, but the work assignments must be completed in their entirety before moving to the next area, unless approved by the Program Manager. **All work must be completed by the completion date listed in this contract.**
- 8.08** This section left blank intentionally.
- 8.09** Concrete supply trucks shall have their water tanks full upon arrival to project with sight tube functioning properly.
- 8.10** Protection of all water ways and inlets from contamination with waste materials shall be included in the contract unit price of work being performed and not paid for separately.
- 8.11** Loads of concrete delivered to the jobsite shall arrive at temperatures between fifty (50) degrees Fahrenheit and a maximum of ninety (90) degrees Fahrenheit. If the measured temperature is

ninety-one (91) degrees Fahrenheit or above, this load shall be rejected at the Contractor's expense. If a load of concrete arrives at a temperature of ninety (90) degrees Fahrenheit then the maximum allowed placement time shall be reduced to sixty (60) minutes from the load time, indicated on the load ticket, to final placement.

## **9.0 MEASUREMENTS AND PAYMENT**

### **UNIT PRICE DESCRIPTIONS:**

Additional unit prices will be determined with the use of a change order for all items not listed below that may be required.

#### **REMOVE AND REPLACE CURB AND GUTTER TYPE 1 (Residential)**

Remove and replace curb and gutter includes the sawcutting, removal and disposal of existing curb, gutter and two (2) feet of existing roadway in front of the new curb and gutter and shall be paid for at the contract unit price per lineal foot.

All curb and gutter shall be poured separately (cold joint), at six (6) inches thick, from all sidewalks, ped ramps and driveways. This item includes all materials, labor and equipment needed to match existing or revised conditions and meet current ADA standards. All necessary joint sealing, public notification, barricading and traffic control shall be incidental to this item. Curb radius with existing squared off returns shall be poured with eight (8) inches of reinforced concrete and measured as curb and gutter. The remaining portion of squared off return shall be poured monolithic with the curb section but shall be measured as eight (8) inch thick reinforced concrete.

All site restoration including, but not limited to, grading, seeding, sodding, replacing sprinkler lines and heads and placing landscape rock up to two (2) feet outside the limits of the concrete work shall be incidental to that work item. Restoration outside the two (2) foot limit shall be at the Contractor's expense unless the Program Manager has directed additional work to be performed. Any and all cold weather protection for concrete and subgrade shall be included in the unit price of work being performed and not paid for separately. Additional imported materials (roadbase up to six (6) inches in depth), if needed for stabilization, shall not be paid for separately, but shall be included in the unit price of the work.

#### **REMOVE AND REPLACE REINFORCED CURB AND GUTTER TYPE 1 (Commercial Driveways and Alley Entrances)**

Remove and replace of curb and gutter includes the sawcutting, removal and disposal of existing curb, gutter and two (2) feet of existing roadway in front of the new curb and gutter and shall be paid for at the contract unit price per lineal foot.

All curb and gutter shall be poured separately (cold joint), in front of commercial driveways, square returns and alley entrances. The gutter pan shall be eight (8) inches in thickness and reinforced. The gutter pan shall be eight (8) inches in thickness at the throat of the drive opening and include the addition of 5'-6" wings on both sides of the opening. All curb and gutter shall be poured separately (cold joint) from all sidewalks, ped ramps and driveways. This item includes all materials, labor and equipment needed to match existing or revised conditions and meet current ADA standards. All necessary joint sealing, public notification, barricading and traffic control shall be incidental to this item. Curb radius with existing squared off returns shall be poured with 8 inches of reinforced concrete and paid for as curb and gutter reinforced. The remaining portion of squared off return shall be poured monolithic with the curb section but shall be paid as eight (8) inch thick reinforced concrete. Reinforcing shall be #4 rebar. All steel reinforcing shall be supported on approved concrete, steel or plastic supports four (4) inches above the ground to keep the rebar centered in the new concrete. All rebar shall be two (2) inches away from all forms or edges to allow new concrete to flow between reinforcement and forms or edges.

All site restoration including but not limited to grading, seeding, sodding, replacing sprinkler lines and heads and placing landscape rock up to two (2) feet outside the limits of the concrete work shall be incidental to that work item. Restoration outside the two (2) foot limit shall be at the Contractor's expense unless the Program Manager has directed additional work to be performed. Any and all cold weather protection for concrete and

subgrade shall be included in the unit price of work being performed and not paid for separately. Additional imported materials (roadbase up to six (6) inches in depth), if needed for stabilization, shall not be paid for separately, but shall be included in the unit price of the work.

**REMOVE AND REPLACE CURB AND GUTTER TYPE 2 (Residential)**

Remove and replace of curb and gutter includes the sawcutting, removal and disposal of existing curb, gutter and two (2) feet of existing roadway in front of the new curb and gutter and shall be paid for at the contract unit price per lineal foot.

All curb and gutter shall be poured separately (cold joint), at six (6) inches thick, from all sidewalks, ped ramps and driveways. This item includes all materials, labor and equipment needed to match existing conditions and meet current ADA standards. All necessary joint sealing, public notification, traffic control and barricading shall be incidental to this item. All site restoration including but not limited to grading, seeding, sodding, replacing sprinkler lines and heads and placing landscape rock up to two (2) feet outside the limits of the concrete work shall be incidental to that work item. Restoration outside the two (2) foot limit shall be at the Contractor's expense unless the Program Manager has directed additional work to be performed. Any and all cold weather protection for concrete and subgrade shall be included in the unit price of work being performed and not paid for separately. Additional imported materials (roadbase up to six (6) inches in depth), if needed for stabilization, shall not be paid for separately, but shall be included in the unit price of the work.

**REMOVE AND REPLACE REINFORCED CURB AND GUTTER TYPE 2 (Commercial Driveways and Alley Entrances)**

Remove and replace of curb and gutter includes the sawcutting, removal and disposal of existing curb, gutter and two (2) feet of existing roadway in front of the new curb and gutter and shall be paid for at the contract unit price per lineal foot.

All curb and gutter shall be poured separately (cold joint), in front of commercial driveways, square returns and alley entrances. The gutter pan shall be eight (8) inches in thickness and reinforced. The gutter pan shall be eight (8) inches in thickness at the throat of the drive opening and include the addition of 5'-6" wings on both sides of the opening. All curb and gutter shall be poured separately (cold joint) from all sidewalks, ped ramps and driveways. This item includes all materials, labor and equipment needed to match existing or revised conditions and meet current ADA standards. All necessary joint sealing, public notification, barricading and traffic control shall be incidental to this item. Curb radius with existing squared off returns shall be poured with eight (8) inches of reinforced concrete and paid for as curb & gutter reinforced. The remaining portion of squared off return shall be poured monolithic with the curb section but shall be paid as eight (8) inch thick reinforced concrete. Reinforcing shall be #4 rebar. All steel reinforcing shall be supported on approved concrete, steel or plastic supports four (4) inches above the ground to keep the rebar centered in the new concrete. All rebar shall be two (2) inches away from all forms or edges to allow new concrete to flow between reinforcement and forms or edges.

All site restoration including but not limited to grading, seeding, sodding, replacing sprinkler lines and heads and placing landscape rock up to two (2) feet outside the limits of the concrete work shall be incidental to that work item. Restoration outside the two (2) foot limit shall be at the Contractor's expense unless the Program Manager has directed additional work to be performed. Any and all cold weather protection for concrete and subgrade shall be included in the unit price of work being performed and not paid for separately. Additional imported materials (roadbase up to six (6) inches in depth), if needed for stabilization, shall not be paid for separately, but shall be included in the unit price of the work.

**REMOVE AND REPLACE CURB AND GUTTER TYPE 3 (Residential)**

Remove and replace of curb and gutter includes the sawcutting, removal and disposal of existing curb, gutter and two (2) feet of existing roadway in front of the new curb and gutter and shall be paid for at the contract unit price per lineal foot.

All curb and gutter shall be poured separately (cold joint), at six (6) inches thick, from all sidewalks, ped ramps and driveways. This item includes all materials, labor and equipment needed to match existing conditions and meet current ADA standards. All necessary joint sealing, public notification, traffic control and barricading shall be incidental to this item. All site restoration including but not limited to grading, seeding, sodding, replacing sprinkler lines and heads and placing landscape rock up to two (2) feet outside the limits of the concrete work shall be incidental to that work item. Restoration outside the two (2) foot limit shall be at the Contractor's expense unless the Program Manager has directed additional work to be performed. Any and all cold weather protection for concrete and subgrade shall be included in the unit price of work being performed and not paid for separately. Additional imported materials (roadbase up to six (6) inches in depth), if needed for stabilization, shall not be paid for separately, but shall be included in the unit price of the work.

**REMOVE AND REPLACE REINFORCED CURB AND GUTTER TYPE 3 (Commercial Driveways and Alley Entrances)**

Remove and replace of curb and gutter includes the sawcutting, removal and disposal of existing curb, gutter and two (2) feet of existing roadway in front of the new curb and gutter and shall be paid for at the contract unit price per lineal foot.

All curb and gutter shall be poured separately (cold joint), in front of commercial driveways, ped ramps and alley entrances. The gutter pan shall be eight (8) inches in thickness and reinforced. The gutter pan shall be eight (8) inches in thickness at the throat of the drive opening and include the addition of 5'-6" wings on both sides of the opening. All curb and gutter shall be poured separately (cold joint) from all sidewalks and driveways. This item includes all materials, labor and equipment needed to match existing or revised conditions and meet current ADA standards. All necessary joint sealing, public notification, barricading and traffic control shall be incidental to this item. Curb radius with existing squared off returns shall be poured with eight (8) inches of reinforced concrete and paid for as curb & gutter reinforced. The remaining portion of squared off return shall be poured monolithic with the curb section but shall be paid as eight (8) inch thick reinforced concrete. Reinforcing shall be #4 rebar. All steel reinforcing shall be supported on approved concrete, steel or plastic supports four (4) inches above the ground to keep the rebar centered in the new concrete. All rebar shall be two (2) inches away from all forms or edges to allow new concrete to flow between reinforcement and forms or edges.

All site restoration including but not limited to grading, seeding, sodding, replacing sprinkler lines and heads and placing landscape rock up to two (2) feet outside the limits of the concrete work shall be incidental to that work item. Restoration outside the two (2) foot limit shall be at the Contractor's expense unless the Program Manager has directed additional work to be performed. Any and all cold weather protection for concrete and subgrade shall be included in the unit price of work being performed and not paid for separately. Additional imported materials (roadbase up to six (6) inches in depth), if needed for stabilization, shall not be paid for separately, but shall be included in the unit price of the work.

**REMOVE AND REPLACE CURB AND GUTTER ROLLED (Residential)**

Remove and replace of curb and gutter includes the sawcutting, removal and disposal of existing curb, gutter and two (2) feet of existing roadway in front of the new curb and gutter and shall be paid for at the contract unit price per lineal foot. The rolled curb or Hollywood style will be used where needed to match existing.

All curb and gutter shall be poured separately (cold joint) from all sidewalks, ped ramps and driveways. This item includes all materials, labor and equipment needed to match existing conditions and meet current ADA standards. All necessary joint sealing, public notification, traffic control and barricading shall be incidental to this item. All site restoration including but not limited to grading, seeding, sodding, replacing sprinkler lines and heads and placing landscape rock up to two (2) feet outside the limits of the concrete work shall be incidental to that work item. Restoration outside the two (2) foot limit shall be at the Contractor's expense unless the Program Manager has directed additional work to be performed. Any and all cold weather protection for concrete and subgrade shall be included in the unit price of work being performed and not paid for separately. Additional imported materials (roadbase up to six (6) inches in depth) if needed for stabilization shall not be paid for separately, but shall be included in the unit price of the work.

**REMOVE AND REPLACE REINFORCED CURB AND GUTTER ROLLED (Commercial Driveways & Alley Entrances)**

Remove and replace of curb and gutter includes the sawcutting, removal and disposal of existing curb, gutter and two (2) feet of existing roadway in front of the new curb and gutter and shall be paid for at the contract unit price per lineal foot. The rolled curb or Hollywood style will be used where needed to match existing.

All curb and gutter shall be poured separately (cold joint), in front of commercial driveways, ped ramps and alley entrances. The gutter pan shall be eight (8) inches in thickness and reinforced. The gutter pan shall be eight (8) inches in thickness at the throat of the drive opening and include the addition of 5'-6" wings on both sides of the opening. All curb and gutter shall be poured separately (cold joint) from all sidewalks and driveways. This item includes all materials, labor and equipment needed to match existing or revised conditions and meet current ADA standards. All necessary joint sealing, public notification, barricading and traffic control shall be incidental to this item. Curb radius with existing squared off returns shall be poured with eight (8) inches of reinforced concrete and paid for as curb & gutter reinforced. The remaining portion of squared off return shall be poured monolithic with the curb section but shall be paid as eight (8) inch thick reinforced concrete. Reinforcing shall be #4 rebar. All steel reinforcing shall be supported on approved concrete, steel or plastic supports four (4) inches above the ground to keep the rebar centered in the new concrete. All rebar shall be two (2) inches away from all forms or edges to allow new concrete to flow between reinforcement and forms or edges.

All site restoration including but not limited to grading, seeding, sodding, replacing sprinkler lines and heads and placing landscape rock up to two (2) feet outside the limits of the concrete work shall be incidental to that work item. Restoration outside the two (2) foot limit shall be at the Contractor's expense unless the Program Manager has directed additional work to be performed. Any and all cold weather protection for concrete and subgrade shall be included in the unit price of work being performed and not paid for separately. Additional imported materials (roadbase up to six (6) inches in depth), if needed for stabilization, shall not be paid for separately, but shall be included in the unit price of the work.

**ASPHALT PATCHING**

Asphalt patching will be paid for at the contract unit price per square foot of asphalt placed six (6) inches thick. All asphalt patching will be a minimum of six (6) inches in thickness and shall be placed in two, three (3) inch lifts to insure proper compaction is achieved. Six (6) inch thick asphalt patching placed in a single lift shall be removed and replaced with two, three (3) inch lifts at the Contractor's expense. If the Contractor places a patch without making a clean sawcut, the patch shall not be paid for under any circumstances. **All patchwork shall be placed within seven (7) days after the concrete curb and gutter has been placed. Asphalt patches will only be paid for up to two (2) feet in width. No additional payment will be made for additional width beyond two (2) feet.**

**For delays longer than seven (7) days (not approved by the Program Manager), a reduction of 50% will be taken away from the contract square foot unit price paid for patching.**

Any and all asphalt patching material used shall be at a minimum temperature of 190 degrees Fahrenheit after the compaction process. Any asphalt patching materials below this temperature shall be removed at the Contractor's expense. No payment will be made for this rejected material. Additional imported materials (roadbase up to six (6) inches in depth), if needed for stabilization, shall not be paid for separately, but shall be included in the unit price of the work. Any and all cold weather protection for subgrade shall be included in the unit price of work being performed and not paid for separately.

If Hot Mix Asphalt is not available, **ONLY** due to the manufacture's inability to produce this material, the Contractor has the option to place 4.5 inches of 3000 psi concrete with a temporary 1.5 inch cap of "Cold Mix Asphalt", for a total of a six (6) inch thickness. If this temporary "cold mix" cap is in an area that is not to be milled and overlaid, the Contractor shall be responsible to make a permanent "hot mix" patch. No separate payment will be made for this hot mix patch and is considered to be included in the unit price for work being performed. If 3000 psi concrete is used in lieu of hot mix asphalt, it must be cured properly. A mix design must be submitted for this 3000 psi concrete prior to any placement, or no payment of any kind will be made

for the 3000 psi concrete. This item includes all materials, labor, equipment, asphalt or concrete removal, subgrade preparation, grading, placing, and compacting asphalt to match existing grades and lines. All necessary public notification, traffic control, cold weather protection of subgrade and concrete and barricading shall be incidental to this item. The Contractor shall provide a fresh, clean, straight sawcut edge prior to the patching. Contractor needs to remove enough asphalt to accommodate formwork and to place a two (2) foot wide patch. This item is not considered a "site restoration" item and shall be paid for as the actual field measured amount installed by the square foot, with a maximum of two (2) foot wide patch.

**REMOVE CONCRETE 4" THICK**

Removal of concrete will be paid for at the contract unit price per square foot of concrete removed. This item includes the sawcutting, removal and disposal of existing concrete. All necessary public notification, traffic control and barricading shall be incidental to this item.

**REMOVE AND REPLACE CONCRETE 4" THICK**

Removal and replacement of concrete will include the sawcutting, removal and disposal of existing four (4) inch thick concrete and shall be paid for at the contract unit price per square foot.

All concrete shall be poured separately (cold joint) from curb and gutters. This item includes all materials, labor and equipment needed to match existing conditions and meet current ADA standards. All necessary public notification, traffic control and barricading shall be incidental to this item. All site restoration including but not limited to fencing, grading, seeding, sodding, replacing sprinkler lines and heads and placing landscape rock up to two (2) feet outside the limits of the concrete work shall be incidental to that work item. Restoration outside the two (2) foot limit shall be at the Contractor's expense unless the Program Manager has directed additional work to be performed. Any and all cold weather protection for concrete and subgrade shall be included in the unit price of work being performed and not paid for separately. Additional imported materials (roadbase up to six (6) inches in depth), if needed for stabilization, shall not be paid for separately, but shall be included in the unit price of the work.

**REMOVE AND REPLACE CONCRETE 6" THICK (Pedestrian Ramp and Residential Driveways)**

Removal and replacement of concrete will include the saw cutting, removal and disposal of existing six (6) inch thick concrete and shall be paid for at the contract unit price per square foot.

All concrete shall be poured separately (cold joint) from curb and gutters. This item includes all materials, labor and equipment needed to match existing conditions and meet current ADA standards. All necessary public notification, traffic control and barricading shall be incidental to this item. All site restoration including, but not limited to, fencing, grading, seeding, sodding, replacing sprinkler lines and heads and placing landscape rock up to two (2) feet outside the limits of the concrete work shall be incidental to that work item. Restoration outside the two (2) foot limit shall be at the Contractor's expense unless the Program Manager has directed additional work to be performed. Any and all cold weather protection for concrete and subgrade shall be included in the unit price of work being performed and not paid for separately. Additional imported materials (roadbase up to six (6) inches in depth), if needed for stabilization, shall not be paid for separately, but shall be included in the unit price of the work.

**REMOVE & REPLACE 8" THICK REINFORCED CONCRETE (Crosspans & Commercial Driveways)**

Removal and replacement of eight (8) inch thick reinforced concrete will be paid for at the contract unit price per square foot of cross pan, squared off return, or drive aprons constructed.

All driveways shall be poured separately (cold joint) from curb and gutters. This item includes the saw cutting, removal and disposal of existing cross pan, squared off return or driveway, all materials, labor and equipment needed to match existing conditions. The portion of curb and gutter along squared off returns shall be paid for as curb & gutter reinforced with the **remainder of the area being paid as R&R Eight (8) Inch Thick Reinforced Concrete**. All necessary joint sealing, public notification, traffic control and barricading shall be

incidental to this item. All site restoration including but not limited to grading, seeding, sodding, replacing sprinkler lines and heads and placing landscape rock up to two (2) feet outside the limits of the concrete work shall be incidental to that work item. Restoration outside the two (2) foot limit shall be at the Contractor's expense, unless the Program Manager has directed additional work to be performed. Any and all cold weather protection for concrete and subgrade shall be included in the unit price of work being performed and not paid for separately. Additional imported materials (roadbase up to six (6) inches in depth) if needed for stabilization shall not be paid for separately, but shall be included in the unit price of the work. Concrete shall cure to a minimum strength of 3200 psi prior to traffic being allowed to travel on this new surface. Steel reinforcing is required in all eight (8) inch thick concrete, including curb and gutter poured monolithic with a crossspan or square return. Reinforcing shall extend to the PCR of the curb and gutter. Reinforcing shall be #4 rebar on eighteen (18) inch centers in each direction. **Welded Wire Mesh will not be allowed.** All steel reinforcing shall be supported on approved concrete, steel or plastic supports four (4) inches above the ground to keep the rebar centered in the new concrete. All rebar shall be two (2) inches away from all forms or edges to allow new concrete to flow between reinforcement and forms or edges.

### **INSTALL PEDESTRIAN RAMP WITH TRUNCATED DOMES ON PANELS**

Pedestrian ramps will be paid for at the contract unit price per square foot of ramp constructed. All ramps shall be poured separately (cold joint) from curb and gutters. This item only includes payment for the area of the ramp that is a minimum of six (6) inches in thickness, including the wings of the ramp as shown on the approved City drawings. This item does not include payment for landings or sidewalks which are six (6) inches in thickness. This item also does not include payment for curb heads attached to the back of sidewalks, ramps or landings. Sidewalks and landings shall be poured four (4) inches in thickness and shall not be paid for as part of the Pedestrian Ramp. This item includes all materials, labor and equipment needed to match existing conditions and meet current ADA standards. This item also includes the removal of existing concrete or dirt necessary to install the new pedestrian ramp. All necessary public notification, traffic control and barricading shall be incidental to this item. All site restoration including, but not limited to fencing, grading, seeding, sodding, replacing sprinkler lines and heads and placing landscape rock up to two (2) feet outside the limits of the concrete work shall be incidental to that work item. Restoration outside the two (2) foot limits shall be at the Contractor's expense, unless the Program Manager has directed additional work to be performed. Any and all cold weather protection for concrete and subgrade shall be included in the unit price of work being performed and not paid for separately. Additional imported materials (roadbase up to six (6) inches in depth), if needed for stabilization, shall not be paid for separately, but shall be included in the unit price of the work.

Note: Truncated Domed Pavers/ Bricks shall not be allowed.

### **INSTALL 0" TO 8" INTEGRAL CURB HEAD**

Integral Curb Heads shall be paid for at the contract unit price by the lineal foot. Integral curb heads may be needed on ramps, landings or sidewalks to match existing grades. These integral curb heads shall be poured monolithic (matching the thickness) of the ramps, landings or sidewalks they are attached to and a minimum of six (6) inches in width. Both vertical faces of the curb head shall be formed surfaces. No exceptions. Freehand molding of these surfaces shall not be allowed. If freehand molding is performed no payment will be made for that portion of the curb head. This item includes all materials, labor and equipment needed to match existing conditions and meet current ADA standards. All necessary public notification, traffic control and barricading shall be incidental to this item. All site restoration including but not limited to fencing, grading, seeding, sodding, replacing sprinkler lines and heads and placing landscape rock up to two (2) feet outside the limits of the concrete work shall be incidental to that work item. Restoration outside the two (2) foot limit shall be at the Contractor's expense unless the Program Manager has directed additional work to be performed. Any and all cold weather protection for concrete and subgrade shall be included in the unit price of work being performed and not paid for separately.

### **REMOVE BUBBLER**

Remove Bubbler will be paid for at the contract unit price per each. This item includes the removal of the existing bubbler, plugging and or sealing of the existing drain pipe to assure no water can enter the drain pipe once abandoned, backfill up to the bottom of the new concrete or asphalt surface, covering the original bubbler location. If a crossspan is installed in place of two (2) bubblers, then this unit price shall also include the removal of the existing culvert pipe connecting the two (2) bubblers and the backfill up to the bottom of the new concrete or asphalt surface being placed over this area. This item includes all materials, labor and equipment necessary to complete all work. All necessary public notification, traffic control and barricading shall be incidental to this item. All site restoration including but not limited to grading, seeding, sodding, replacing sprinkler lines and heads and placing landscape rock up to two (2) feet outside the limits of the concrete work shall be incidental to that work item. Restoration outside the two (2) foot limit shall be at the Contractor's expense unless the Program Manager has directed additional work to be performed. Any and all cold weather protection for concrete and subgrade shall be included in the unit price of work being performed and not paid for separately.

### **INSTALL BUBBLER**

Install Bubblers will be paid for at the contract unit price per each. Contractor shall be required to fabricate and supply the new frame and grates as necessary. See City of Colorado Springs **DROP INLET/BUBBLER** drawing dated 11/06. This item includes the fabrication or purchase of a new bubbler box structure and connecting it to the existing drain piping. Backfilling of the new Bubbler structure (if not poured against undisturbed native soils), shall be backfilled with a 2-sack sand/cement slurry to assure densification of the backfill material around this structure up to the bottom of the new concrete or asphalt surfaces placed around this new structure. This item includes all materials, labor and equipment needed to match existing conditions and meet current ADA standards. All necessary public notification, traffic control and barricading shall be incidental to this item. All site restoration including but not limited to grading, seeding, sodding, replacing sprinkler lines and heads and placing landscape rock up to two (2) feet outside the limits of the concrete work shall be incidental to that work item. Restoration outside the two (2) foot limit shall be at the Contractor's expense unless the Program Manager has directed additional work to be performed. Any and all cold weather protection for concrete and subgrade shall be included in the unit price of work being performed and not paid for separately.

### **REMOVAL OF EXISTING MEDIAN COVER (ANY TYPE)**

Removal of existing median cover will be paid for at the contract unit price per square foot of surface area removed. This item of work shall include removal of existing median surface materials (asphalt or concrete) of any thickness. This work shall also include backfilling of the curb with Class 6 Roadbase, if the median area was disturbed during removal or reconstruction of the adjacent curb, to an elevation two (2) inches below the back of the top of curb. This item shall also include all materials, labor, equipment, excavations, hauling, sawcutting, traffic control, cleaning of debris from surfaces not removed.

### **REMOVAL OF EXISTING MEDIAN CURB AND GUTTER (ANY TYPE)**

Removal of existing median curb and gutter will be paid for at the contract unit price per linear foot of curb and gutter removed. This item shall include all materials, labor, equipment, excavations, hauling, sawcutting, traffic control, cleaning of debris from surfaces not removed to accomplish this work complete in place.

### **INSTALLATION OF MEDIAN STAMPED COLORED CONCRETE – SPRINGS RED**

Installation of new colored concrete median cover shall be paid for at the contract unit price per square foot of surface area as described in City Standard Drawing #D-24. This item of work shall include the final grading and compacting of the subgrade area to be treated, as well as the placement of the colored concrete. This item of work shall include the purchase and placement of all Class 6 Roadbase, if needed, to grade the proper crown. Unit price shall include all materials, labor, equipment and traffic control required to complete this work.

### **REMOVE AND RELOCATE STREET SIGNS**

This item of work will include the removal and relocation of existing street signs that are in conflict with the installation of new curb, gutter, driveways or pedestrian ramps. The Contractor shall salvage the existing sign, base and post and relocate it as directed by the Inspector. If the Contractor damages the sign, base or post, they will be responsible to purchase a new sign, base or post, as required, at their expense. No payment will be made for the purchase of the replacement materials. Contractor shall be responsible for notification of "locates" to assure no underground conflicts will be encountered when reinstalling the basepost in its new location. When a sign and post are removed from their existing location they shall be reinstalled immediately (within one (1) hour) so as not to create a hazardous condition to the public. **If the base/sleeve is not pneumatically driven into virgin soil, then the base/sleeve shall be incased in concrete with a depth of thirty-six (36) inches and a diameter of twelve (12) inches. The base/sleeve must be protected (wrapped) to prevent concrete from filling the holes. See Sign Detail Drawings in Concrete Inspection Manual for additional sign installation requirements.**

All necessary public notification, traffic control and barricading shall be incidental to this item. All site restoration including, but not limited to, fencing, grading, seeding, sodding, replacing sprinkler lines and heads and placing landscape rock up to two (2) feet outside the limits of the work shall be incidental to this item of work.

### **OVER EXCAVATE SUBGRADE AND INSTALL CLASS 6 ROADBASE**

The first six (6) inches of Class 6 Roadbase, if required under new concrete or asphalt, is already included (incidental) in the unit prices submitted for all work items in Section VIII and will not be paid for separately. Additional excavation beyond six (6) inches in depth must have prior approval by the inspector. This material will be paid for at the contract unit price per cubic yard as measured by the inspector. This unit price shall include all excavation, haul off and disposal of spoils, purchase, installation and compaction of Class 6 Roadbase, complete in place.

### **REMOVE AND REPLACE INLET DECK – REINFORCED 6” THICK**

This work will include the removal, disposal and reinstallation of the top of an inlet structure deck (top) and sufficient sidewall material to allow proper tie-in of new deck reinforcement. If in acceptable condition, the existing ring and lid shall be reinstalled. Deck shall be constructed in accordance with applicable City Standard Drawings. This square foot unit price shall include all material, labor and equipment necessary to accomplish this work complete in place. Pay area will be measured on the top surface of the deck, not to include any required curb and gutter.

### **REMOVE AND REPLACE INLET WALL – REINFORCED 6” THICK – NO PIPE PENETRATION**

This work will include the removal, disposal and reinstallation of sidewalls of an existing inlet structure and allow proper tie-in of floor reinforcement. Walls shall be constructed in accordance with applicable City Standard Drawings. These walls will have no pipe penetrations. This square foot unit price shall include all material, labor, equipment, shoring and backfill necessary to accomplish this work, complete in place. Pay area will be measured on the inside surface of the wall.

### **REMOVE AND REPLACE INLET WALL – REINFORCED 6” THICK – WITH PIPE PENETRATION(S)**

This work will include the removal, disposal and reinstallation of sidewalls of an existing inlet structure and allow proper tie-in of floor reinforcement. Walls shall be constructed in accordance with applicable City Standard Drawings. These walls will have pipe penetration(s). This square foot unit price shall include all material, labor, equipment, shoring and backfill necessary to accomplish this work, complete in place. Pay area will be measured on the inside surface of the wall including pipe penetration areas as part of the pay quantity.

## REMOVE AND REPLACE INLET FLOOR– REINFORCED 8” THICK

This work will include the removal, disposal and reinstallation of a floor of an existing inlet structure. Floor shall be constructed in accordance with applicable City Standard Drawings. The floor will have no pipe penetrations. This square foot unit price shall include all material, labor, equipment, shoring and backfill necessary to accomplish this work complete in place. Pay area will be measured on the inside surface of the floor.

## FORCE ACCOUNT WORK

### DESCRIPTION OF WORK

Changes and extra work performed will be paid for on a Force Account Basis. Prior to starting work on this contract the Contractor shall provide the following lists in a bound cover for approval by the Program Manager:

**Labor Rates:** Provide a list of hourly rates (including markups) for each labor classification to be used, ie. Labor, operator, truck driver, equipment operator, foreman, etc.

**Equipment Rates:** Provide a list of all equipment (including markups).

**Rental Equipment:** Use of rental equipment not owned or leased by the Contractor or subcontractors will be paid for by certified invoice costs plus ten percent (10%). The use of rates for rental equipment shall be approved by the Program Manager prior to use.

## MATERIALS:

**Materials as needed upon request. A 10% mark-up will be paid on actual invoiced costs when a certified copy of the invoice is provided with billing.**

Force Account Work shall not be performed or paid for if the Contractor did not receive written authorization by the Program Manager prior to starting work. All work performed on a F/A basis shall be performed with the Inspector present at all times. All labor and equipment hours as well as quantities of materials shall be documented by the Inspector and agreed to in writing by the Contractor on a daily basis by both the Inspector and Contractor's authorized representative signing the Force Account tracking Form.

The number of hours to be paid for labor and equipment shall be the number of hours actually used on a specific force account activity.

Standby or idle time shall not be paid for on Force Account except where the equipment or labor have been held on the Project site on a standby basis at the direction of the Inspector or Program Manager.

Payment for standby time will not be made on any day the equipment operates for eight (8) or more hours. For equipment accumulating less than eight (8) hours operating time in any normal work day standby payment will be limited to only that number of hours that, when added to the operating item for that day, equals eight (8) hours. Standby payment will not be made in any case on days not normally worked.

The rates established above include the cost of fuel, oil, lubrication, supplies, incidental tools valued at less than \$500.00, necessary attachments, repairs overhauls and maintenance of any kind, depreciation, storage overhead, profit and insurance.

The rental rate for small tools shall be \$2.00 per hour. Small tools are defined as any tool which would be valued between \$500.00 and \$2,000.00 if purchased new.

Transportation charges for each piece of equipment to and from the site of the work will be paid provided: (1) the equipment is obtained from the nearest source, (2) charges are restricted to those units of equipment nor already available or required on the Project, and (3) the equipment is used solely for the force account work.

Payable time periods will not include: (1) time elapsed while equipment is broken down; (2) time spent in repairing equipment; or (3) time elapsed after the equipment is no longer needed.

If a piece of equipment is added at a later date, to the list provided at the beginning of the project, the rate submitted shall be agreed to in writing before the equipment is used.

Prorating of rental rates to an hourly rate for equipment not used solely for the force account shall be based on one hundred seventy-six (176) hours per month, forty (40) hours per week or eight (8) hours per day, as applicable. The cost of moving the rental equipment onto and away from the job will also be paid when the equipment is used solely for the force account work.

Rates submitted shall include mark-up which shall constitute full compensation for all items of expense not specifically designated, including general superintendence, use of incidentals tools, field and office overhead and profit.

The Contractor's representative and the Program Manager's representative shall, on a daily basis, agree in writing on the quantities of labor, equipment and materials used for work completed on a Force Account basis.

Payment will not be made for work performed on a force account basis until the Contractor has furnished the Program Manager with triplicate itemized statements of the costs of the force account work, detailed as follows:

- (1) Labor classification, hours, rate, and extension for each labor class or pay rate within a class.
- (2) Equipment type, hours, rate and extension for each unit of equipment.
- (3) Quantities of materials, prices, extensions and transportation charges.

If materials used on the force account work are not specifically purchased for the work, but are taken from the Contractor's stock, the Contractor shall furnish a written statement certifying that the materials were taken from stock, the quantity claimed was actually used, and that the price claimed represents the actual cost to the Contractor.

The Program Manager will calculate the cost of the force account work each month and include payment on the monthly progress estimate.

**SECTION IX**

**APPENDICES/EXHIBITS**

Exhibit 1	Sample Contract
Exhibit 2	Scope of Work
Exhibit 3	Performance Bond
Exhibit 4	Labor/Material Payment Bond
Exhibit 5	Maintenance Bond
Exhibit 6	Davis Bacon Wage Rates
Appendix 1	Proposal Certification –Reps & Certs
Appendix 2	Exceptions
Appendix 3	Minimum Insurance Requirements
Appendix 4	References
Appendix 5	Cost Proposal
Appendix 6	Bid Bond

**EXHIBIT 1 SAMPLE CONTRACT**

**CONSTRUCTION CONTRACT**

Contract Number:	<b>C00</b>	Project Name/Title	<b>2016 (2C) PRE-OVERLAY CONCRETE WORK</b>		
Vendor/Contractor					
Contact Name:		Telephone		Fax	
Address:					
Federal Tax ID #		Please check one:	X Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Partnership		
City Contracting Specialist	Name & Phone# Lee Jenniges 385-5266	City Dept Rep	Name & Phone# & Department Name		
NOT TO EXCEED Contract Amount:	<b>\$2,000,000.00</b>	City Account #	Acct Code (5) Fund (3) Dept (4) Project (7)		

THIS CONTRACT, in the Not to Exceed amount of \$2,000,000.00 made and entered into this 5<sup>t</sup> day of \_\_\_\_\_ 2015 by and between the City of Colorado Springs, Colorado, a municipal corporation, in the County of El Paso, State of Colorado, party to the first part hereinafter in the Contract Documents referred to as the "City", and \_\_\_\_\_, and trading as an individual or acting as partners consisting of or a corporation organized and existing under the laws of the State of Colorado, hereinafter in the Contract Documents called the "Contractor"; party of the second part.

**WITNESSETH:**

Whereas the City has heretofore prepared the necessary Contract Documents for \_\_\_\_\_, in the City of Colorado Springs; and whereas the party of the second part did on the \_\_\_\_\_ day of \_\_\_\_\_ 2015, submit to the City their written offer and proposal (**B15-xxx LJ**) to do the work therein described under the terms and conditions therein set forth and furnish all labor, materials, tools, equipment, transportation and services for said work in strict conformity with the accompanying Contract Documents which include: Bid Proposal, Notice of Award, Contract and General Conditions.

**NOW, THEREFORE**, it is hereby agreed that for the considerations and amounts specified in the Bid Proposal and the total contract amount designated above and in the Notice of Award, to be paid by the City to the Contractor, Contractor agrees to furnish all materials and to perform all work as set forth in his proposal and as required by the Contract Documents, which are attached hereto and incorporated herein by this reference.

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 negligent actions under this Contract.

It is further agreed that the Contractor will start work promptly and continue to work diligently until completed. The contractor shall complete all work on an as ordered basis throughout the contract period **Notice to Proceed through December 31, 2016**, in accordance with the specifications and drawings. The Contractor shall provide a two-year guarantee on all works performed under this contract after the job has been completed and accepted. Contract may be extended for up to four (4) additional one-year option periods.

**FISCAL OBLIGATIONS OF CITY**

This Agreement 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 Agreement, 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 Agreement 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 Agreement, 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 Agreement.

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

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 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 was given a written Change Order describing the additional compensable work to be performed, and setting forth the amount of compensation to be paid, which Change Order was signed by the authorized City Representative. 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.

**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 or Contractor's office and without expense to the City.

#### **GRATUITIES**

- 1) The right of the Contractor to proceed or otherwise perform this Contract, and this Contract may be terminated if the City Manager and/or the City Contracting 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.
- 2) 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.
- 3) 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 contract. 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."

## 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 basic pilot program procedures to undertake pre-employment screening of job applicants while this Contract and any services under this Contract is 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.

**THE CITY OF COLORADO SPRINGS, COLORADO:**

**SECOND PARTY:**

Corporate Name

Signature

Date

Title

Witness

## **EXHIBIT 2 SCOPE OF WORK**

### **2.0 SCOPE OF SERVICES**

It is the intent of this RFP to award multiple concrete repair contracts for pre-overlay repairs at various locations throughout the City of Colorado Springs.

The City will select those firms deemed to be most highly qualified to perform the concrete repair work in accordance with the evaluation criteria. (See Evaluation Criteria Section IV).

### **2.1 SCOPE**

The work to be done by the Contractor shall consist of removal and replacement of sidewalks, street cross pans, pedestrian ramps, curb and gutter, curb returns, bubblers, patterned concrete, drainage structures, and asphalt patch paving. This work shall include restoration of all areas disturbed by the construction activities to a condition better than the pre-construction condition, and the protection or replacement of all fencing, retaining walls, landscaping, removal of obstructions, minor utility relocation and/or adjustment, grading, soil scarification, moisture control, backfill & compaction and plantings. This work shall also include the disposal of all surplus or waste materials and provide all traffic control/barricading required for this work. Cold weather protection shall be incidental to unit prices of work items to be performed and not paid for separately.

This sidewalk, curb, gutter, and crossspan work also involves layout and construction of concrete pedestrian ramps that meet governing specifications and American Disabilities Act (ADA) requirements. Temporary pedestrian and vehicle access shall be maintained to the greatest extent possible.

This work involves matching new work flush to existing improvements upstream and downstream of drainage flow. The intent is to maintain or improve drainage patterns and surface runoff while creating no obstructions to free flow. The Contractor is required to ensure this happens.

**The nature of repairs will be predominantly spot removal and installation of various curb, gutters, crosspans, sidewalks, pedestrian ramps and curb returns.**

Note: From time to time, associated work will be required due to the conditions or requirements of the assigned work. This work will be accomplished by adding new unit price items and will be added to the contract by change order.

If a private property owner requests private work they may want done on their property, that work will not be considered part of a City contract. These circumstances will be solely between the Contractor and the property owner.

### **2.2 LOCATION AND TIMES**

#### **2.2.1 LOCATION OF SERVICE**

Services will be performed at various streets in the City of Colorado Springs area.

#### **2.2.2 TIME OF PERFORMANCE**

The Contract Period of Performance will be from January 4, 2016 through December 16, 2016 after Notice to Proceed has been issued, with options to renew the contract, at the City's sole discretion, for up to four additional one-year periods.

#### **2.2.3 LIQUIDATED DAMAGES**

Refer to section 109.02 of the General Provisions.

**2.3 PROPOSAL PRICING**

Offerors are required to submit unit prices for all bid items listed in Bid Schedule / Cost Proposal (Appendix 5) with their proposal.

**2.4 CONTRACT AWARD**

It is the City's intent to award up to four (4) contracts. Contracts will initially be awarded in the amount of \$2 million dollars, with an option to increase each of the awarded contracts up to \$4 million dollars or more based on proven production ability and available funds, at the City's sole discretion.

**2.5 ASSIGNMENT OF WORK**

Work will be assigned by individual change orders. Change Order Work will state the area of assignment and the change order period of performance.

The City reserves the right to limit the number of Contractors that will be allowed to work on specific change orders. If in the opinion of the Program Manager and the Contracting Specialist, any Contractor, that has more work than they believe that Contractor can successfully complete, (based on the number of crews and equipment available, period of performance time frames, etc.), will be eliminated from further assignments until they have completed enough work to again qualify for additional change order assignments.

The Program Manager may also eliminate Contractor(s) from the next work assignments until that Contractor can provide sufficient information that clearly indicates that the Contractor(s) has sufficient crews, equipment and time to complete additional work in new street assignments.

Contractors that are consistently behind in assigned work either time or quantity, or regularly performing substandard work may be removed from consideration for any further street assignments until they are back within schedule, have completed the assigned work, and/or have improved quality of workmanship to consistently meet contract specifications.

**Contractors that are behind schedule, as determined by the Program Manager and stated production rates, are subject to having portions of their work reassigned to a different Contractor in order to have the work completed in a timely manner.**

**Contract time durations for each change order will be determined by production rates stated by Contractor's response to the Request for Proposal (See Section 3.4, paragraph 8). Time durations for each change order shall run concurrent, NOT consecutively. Contractor shall verify in writing, prior to award, that sufficient crews are available to perform each change order simultaneously.**

**2.6 GENERAL REQUIREMENTS**

**2.6.1 KEY PERSONNEL**

The Contractor's staff will be those individuals designated and accepted by the City as key personnel who are identified in Sections 2.7 of this Proposal. Any change in personnel added or deleted shall have City approval. The Contractor shall be responsible for informing the delegated Program Manager as soon as there is any proposed change in Key Personnel.

**2.6.2 COORDINATION MEETINGS AND ADMINISTRATION OF CONTRACT**

The Contractor shall appoint a representative who will interface and represent the Contractor in all administrative matters concerning this Contract, including correction of problems, costs, quantity adjustments, weekly meetings, providing weekly work schedules, etc.

**2.6.3 CITY REPRESENTATIVES**

The City Program Manager is the only person authorized to modify or make final decisions under this Contract. Any questions concerning price, time or contract terms shall be addressed with the Streets

Division delegated Program Manager. The Contractor is advised that dealing on contract matters with persons other than the Program Manager or appointed representative(s) may be considered a material breach and may be reasons for immediate termination of the Contract without additional notice.

## **2.7 PAYMENTS**

### **2.7.1 MONTHLY PAYMENT**

Quantities for pay requests shall be prepared by the City for the Contractor's approval every thirty (30) days during the course of the project. Within a maximum of ten (10) business days from receipt, the Contractor shall submit an invoice on their letterhead or formally dispute in writing any City of Colorado Springs Streets Division prepared quantities. After ten (10) business days, if no dispute has been submitted in writing objecting to these quantities, then said quantities shall be final and no future adjustments shall be allowed. Failure to return the invoice within the ten (10) business day limit a deduction of \$300.00 per calendar day, for lost administrative hours, will be deducted from the Contractors invoice. No written notification will be given for this violation or deduction.

### **2.7.2 TIME OF PAYMENT**

Contractor will submit a copy of an invoice to the Program Manager for approval through the 25<sup>th</sup> day of each month. The invoice shall be reviewed and payment should be able to be made within thirty (30) calendar days of approval by the Program Manager. Payment of City's projects will be in accord with the City's adopted policy.

### **2.7.3 INVOICES**

All invoices shall be in a Program Manager approved format and shall include any details determined necessary by the Program Manager. **The City of Colorado Springs will provide an electronic copy of the approved invoice format and form.** Invoices needing adjustments will be returned to the Contractor for correction and re-submittal. If there are discrepancies between the Contractor's invoiced amount and the amount the Program Manager determine accurate, the discrepancy will be resolved between the Program Manager and the Contractor prior to being submitted for payment. The City will not pay on marked up invoices. City project invoice shall follow the City's established requirements.

## **2.8 COORDINATION REQUIREMENTS**

The Contractor will be required to coordinate with adjoining property owners, where the proposed work will impact private property, Utility Departments and Telecommunication Companies.

## **2.9 COORDINATION WITH CITY INSPECTORS**

Due to the limited number of City inspection staff available, the Program Manager will only award change orders for work that can be successfully monitored by the number of available inspectors, based on number of work locations currently under construction, complexity of change orders and locations of work. This determination will be solely at the discretion of the Program Manager.

**EXHIBIT 3 CITY OF COLORADO SPRINGS | PERFORMANCE BOND**

1. KNOW ALL MEN BY THESE PRESENTS, THAT:

As Principal, hereinafter call Principal, and

\_\_\_\_\_  
(name)

\_\_\_\_\_  
(SURETY name)

\_\_\_\_\_  
(address)

\_\_\_\_\_  
(address)

\_\_\_\_\_  
(city/state/zip code)

\_\_\_\_\_  
(city/state/zip code)

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 the Obligee, in the sum of:

\_\_\_\_\_ (\$ \_\_\_\_\_ 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.

**A.**

2. WHEREAS, the Principal and the Obligee, have entered into a contract dated the \_\_\_ day of \_\_\_\_\_, 2013, For the following Contract: \_\_\_\_\_, which contract is by reference made a part hereof, and referred to as the 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 modification of the terms, conditions or obligations of the Contract or work to be performed hereunder, or any forbearance on the part of either the Obligee or the Pricipal 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.

**B.**

Signed and sealed on the dates set forth below:

\_\_\_\_\_  
(witness)

FOR: \_\_\_\_\_  
(Principal's name)

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

(SEAL)

this \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
(witness)

FOR: \_\_\_\_\_  
(Surety's Name)

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

(SEAL)

this \_\_\_\_\_ day of \_\_\_\_\_, 2013

BOND NUMBER \_\_\_\_\_

This Bond \_\_\_(is) \_\_\_ (is not) a SBA Guaranteed Bond.

**EXHIBIT 4 CITY OF COLORADO SPRINGS | LABOR AND MATERIALS PAYMENT BOND**

1. KNOW ALL MEN BY THESE PRESENTS, THAT: As Principal, hereinafter call Principal, and

\_\_\_\_\_  
(name)

\_\_\_\_\_  
(SURETY name)

\_\_\_\_\_  
(address)

\_\_\_\_\_  
(address)

\_\_\_\_\_  
(city/state/zip code)

\_\_\_\_\_  
(city/state/zip code)

a corporation organized and exiting 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 the Obligee, in the sum of:

\_\_\_\_\_ (\$ \_\_\_\_\_ 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 and the Obligee, have entered into a contract dated the \_\_\_ day of \_\_\_\_\_, 2013, For the following Project: \_\_\_\_\_, Contract Number \_\_\_\_\_ which contract is by reference made a part hereof, and referred to as the 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 Principals 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 Principals 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 accord with Colorado State Law, Section 38-26-106 C.R.S. In accord 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 Surety's liability or obligation on 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 & Material Payment Bond**

Signed and sealed on the dates set forth below:

\_\_\_\_\_  
(witness)

FOR: \_\_\_\_\_  
(Principal's name)

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

(SEAL)

this \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
(witness)

FOR: \_\_\_\_\_  
(Surety's Name)

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

(SEAL)

this \_\_\_\_\_ day of \_\_\_\_\_, 2013

BOND NUMBER \_\_\_\_\_

This Bond \_\_\_(is) \_\_\_ (is not) a SBA Guaranteed Bond.

**EXHIBIT 5 CITY OF COLORADO SPRINGS | MAINTENANCE BOND**

1. KNOW ALL MEN BY THESE PRESENTS, THAT: As Principal, hereinafter call Principal, and

\_\_\_\_\_  
(name)

\_\_\_\_\_  
(SURETY name)

\_\_\_\_\_  
(address)

\_\_\_\_\_  
(address)

\_\_\_\_\_  
(city/state/zip code)

\_\_\_\_\_  
(city/state/zip code)

a corporation organized and exiting 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 the Obligee, in the sum of:

(\$ \_\_\_\_\_ DOLLARS)

lawful money of the United States of America, both with interest as may be provided by law, for the maintenance 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 and the Obligee, have entered into a contract dated the \_\_\_ day of \_\_\_\_\_, 2013, For the following Project: \_\_\_\_\_, Contract Number \_\_\_\_\_ which contract is by reference made a part hereof, and referred to as the 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 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 anyway release affect the Surety's liability or obligation on this Bond, and the surety hereby waives notice of any such extension of time, change, addition, modification, alteration or forbearance.

Signed and sealed on the dates set forth below:

\_\_\_\_\_  
(witness)

FOR: \_\_\_\_\_  
(Principal's name)

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

(SEAL)

this \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
(witness)

FOR: \_\_\_\_\_  
(Surety's Name)

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

(SEAL)

this \_\_\_\_\_ day of \_\_\_\_\_, 2013

BOND NUMBER \_\_\_\_\_

This Bond \_\_\_(is)\_\_\_ (is not) a SBA Guaranteed B

**EXHIBIT 6      DAVIS BACON WAGE RATES**

**FOLLOWS THIS PAGE**

**APPENDIX 1 PROPOSAL CERTIFICATION/REPS AND CERTS**

1. Principal place of Business:

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

Does Offeror have an established office or facility in Colorado Springs? Yes\_\_\_ No\_\_\_

If yes, indicate address below if different than Principal place of Business.

Colorado Springs facility - Year established\_\_\_\_\_

% of Services that will be provided from this location

\_\_\_\_\_  
\_\_\_\_\_ %  
\_\_\_\_\_

2. \_\_\_ The ability to provide a certificate of insurance evidencing the required coverage types and limits specified in Minimum Insurance Requirements appendix. (It will be necessary that this certificate reflect the City of Colorado Springs as an Additional Insured as applicable.)

Indicate your ability to comply with the following requirements:

The City shall be added as an Additional Insured to all liability policies: Yes\_\_\_ No\_\_\_

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

Yes\_\_\_ No\_\_\_

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

Name: \_\_\_\_\_

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

Yes\_\_\_ No\_\_\_

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

No\_\_\_

2. N/A One (1) copy of the current financial statements (if required). Enclose financial information in a separate envelope; do not bind with the other proposal copies. If review of the information is to be restricted to the City's financial officer, it must be marked accordingly.

Provide a response to the following: Are any lawsuits; federal, state or local tax liens; or any potential claims or liabilities pending against you, the firm, or the officers of the firm at this time?

Yes\_\_\_ No\_\_\_

If yes, provide details on a separate sheet and attach to your proposal.

3. \_\_\_ The completed and signed proposal. (Proposals must be identified according to the outline of this RFP document.) All required Appendices are attached.

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

Offeror has delegated \_\_\_\_\_ as the Offeror's representative and contact for all questions or clarifications in regard to this offeror. Telephone # (\_\_\_\_) \_\_\_\_\_ E-mail:\_\_\_\_\_.

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

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

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

\_\_\_\_\_  
(City, State and Zip) (Telephone Number)

\_\_\_\_\_  
(Name typed/Printed) (Title) (E-Mail Address)

**FEDERAL TAX ID #** \_\_\_\_\_

**This Company Is:** Corporation\_\_\_ Individual\_\_\_ Partnership\_\_\_ LLC\_\_\_

**Offeror hereby acknowledges receipt of the following amendments, if applicable** (Offeror agrees that it is bound by all Amendments identified herein)

AMENDMENT #1\_\_\_\_\_ DATED:\_\_\_\_\_

AMENDMENT #2\_\_\_\_\_ DATED:\_\_\_\_\_

AMENDMENT #3\_\_\_\_\_ DATED:\_\_\_\_\_

**Please Note the attached Reps and Certs must be initialed in the spaces provided and returned with this certification.**

## REPRESENTATIONS AND CERTIFICATIONS

### 1. INSURANCE REQUIREMENTS

This firm 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, Contractor 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 Contractor’s proposal.

\_\_\_\_\_  
Initials for 1

### 2. ETHICS VIOLATIONS

- a) The Contractor 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) When the Contractor has reasonable grounds to believe that a violation described in this clause may have occurred, the Contractor shall promptly report the possible violation to the City Contracts Specialist in writing.
- c) The Contractor must disclose with the signing of this Contract, 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 five percent (5%) or more in the Contractor’s firm or any of its branches.
- d) In addition, the Contractor must report any conflict or apparent conflict, current or discovered during the performance of the Contract, to the City Contracts Specialist.
- e) The Contractor shall not engage in providing gifts, meals or other amenities to City employees. The right of the Contractor to proceed may be terminated by written notice issued by City Contracts Specialist if Contractor 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 Contractor shall cooperate fully with the City or any agency investigating a possible violation on behalf of the City. If any violation is determined, the contractor will properly compensate the City.
- g) The Contractor agrees to incorporate the substance of this clause in all subcontracts under this contract.

\_\_\_\_\_  
Initials for 2

### 3. ILLEGAL ALIENS

If Provider has any employees or subcontractors, Provider shall comply with § 8-17.5, 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. Provider 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 Provider that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
2. Provider has verified or attempted to verify that Provider 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. Provider 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.
  - a. If Provider obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Provider shall:
    - i. Notify the subcontractor and the City within three days that Provider has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
    - ii. Terminate the subcontract with the subcontractor if within three days of receiving the notice under 4.a., the subcontractor does not stop employing or contracting with the illegal alien. However, the Provider shall not terminate the contract with the subcontractor if during this three day period:

1. The subcontractor provides information which establishes that the subcontractor has not knowingly employed or contracted with an illegal alien, and
  2. The Provider will not employ the illegal aliens in the performance of any City contract.
- b. Provider 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.
- c. If Provider violates this provision, the City may terminate the Agreement for a breach of contract. If the Agreement is terminated, the Provider 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 Contractor shall coordinate the work harmoniously with the other contractors or City personnel.

---

Initials for 4

**5. INTERNET USE**

Should the Contractor 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 this Contact.

---

Initials for 5

**6. LITIGATION**

If awarded the contract, Contractor 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 Contractor 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):

- \_\_\_\_\_ Small Business
- \_\_\_\_\_ Minority Owned Business/Small Disadvantaged Business
- \_\_\_\_\_ Woman Owned Business
- \_\_\_\_\_ Veteran Owned Business
- \_\_\_\_\_ Service-Disabled Veteran Owned Business
- \_\_\_\_\_ HUBZone Business

---

Initials for 7

**8. CONTRACTOR PERSONNEL**

- a) The Contractor 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 Contractor in all administrative matters concerning this 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 Contractor's Proposal, unless the Contractor 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 Contractor.
- c) The Contractor shall appoint a "Point of Contact" (POC) who shall be responsible for the day-to-day management and supervision of the contract performance. Before commencing the contract, the Contractor shall provide the City in writing with information regarding how to contact the POC including, for example, his or her name, telephone number, facsimile number, pager number, if any, address, and information relating to other means of communication.

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. CONTRACTOR'S ACCEPTANCE OF CREDIT CARD PAYMENT METHOD**

The Contractor hereby accepts payment using the City's VISA card program. Contractor must submit any necessary paperwork that the City Contracts Specialist needs to complete and return.

\_\_\_\_\_  
Initials for 9

**10. CONTRACTOR'S CERTIFICATION**

The undersigned hereby affirms that:

- a) He/She is a duly authorized agent of the Contractor;
- 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 State of Colorado. The Contractor 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 Contractor 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 Contractor in preparing its bid.
- e) By submitting an offer the Contractor certifies that it has complied and will comply with all requirements of local, state, and federal laws, and that no legal requirements have been or will be violated in making or accepting this solicitation.

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

\_\_\_\_\_  
Initials for 10

**11. CONTRACTOR 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 11

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

The Contractor hereby agrees (if awarded a contract for this effort), 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 12

**APPENDIX 2 EXCEPTIONS**

Print the words "no exceptions"(here)\_\_\_\_\_ if there are no exceptions taken to any of the terms, conditions, or specifications of these proposal documents or contract.

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

**Note:** All potential Offerors are hereby advised that exceptions taken may be considered during the evaluation phase which may affect the final scoring of proposals. Some terms and conditions are simply not negotiable. Exceptions may be grounds for rendering the proposal unacceptable without further discussions.

Company Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

Return this form with your Proposal.

**APPENDIX 3 MINIMUM INSURANCE REQUIREMENTS**

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

1. X Workers' Compensation and Employers Liability as required by statute. Employers Liability coverage is to be carried for a minimum limit of \$100,000.
  
2. X Automobile Liability for limits not less than \$1,000,000 combined single limit for bodily injury and property damage for each occurrence. Coverage shall include owned, non-owned and hired automobiles.
  
3. X Commercial General Liability for limits not less than \$1,000,000 combined single limit for bodily injury and property damage for each occurrence and not less than \$2,000,000 aggregate. Coverage shall include premises and operations liability, blanket contractual, broad form property damage, products and completed operations and personal injury endorsements.
  
4. X The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, Builders' Risk Insurance in an amount sufficient to protect the contractor's and City's potential losses including any subsequent modifications, change orders, and cost of material supplied or installed by others, comprising total value of the entire Project at the site on a replacement cost basis without optional deductibles
  
5. N/A Professional Liability Insurance providing coverage for acts, errors or omissions committed or alleged to have been committed by architects and engineers arising out of the conduct of their professional practice. The coverage shall carry a project limit of \$500,000. The coverage shall have an extended reporting period of 2 years following the date of substantial completion of the project for reporting of claims.
  
6. N/A Pollution Legal Liability Insurance for limits not less than \$1,000,000 per occurrence (or claims made) and not less than \$1,000,000 aggregate for bodily Injury, Personal Injury and property Damage. This coverage must include any losses arising from transit exposures and also include all costs associated with clean-up, containment, and disposal of any hazardous liquids or materials.
  
7. **Except for workers compensation, employer's liability insurance, and Professional Liability Insurance** the City of Colorado Springs and the Pikes Peak Rural Transportation Authority 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 except for 10 day notice with respect to non-payment of premium.
  
8. N/A Medical Malpractice Liability Insurance for limits not less than \$1,000,000 per occurrence.
  
9. X All coverage furnished by contractor is primary, and that any insurance held by the City of Colorado Springs 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)

**APPENDIX 4 REFERENCES**

Pursuant to evaluation criteria, Section III, Item 3.7, provide a list of clients and at least three (3) references, specifically including any clients whom you believe may be similar in nature to the City of Colorado Springs.

List of Clients:

Include name of client, contact person, address, and phone number(s).

---

---

---

---

---

---

---

---

---

---

---

---

References:

---

---

---

---

---

---

---

---

---

---

---

Return this form with your Proposal.

## APPENDIX 5 COST PROPOSAL

### COST PROPOSAL FORM

The undersigned declares that it has carefully examined the bid information and the complete Solicitation, (The term solicitation means the complete invitation for bid) in submitting a bid for the “**CITY OF COLORADO SPRINGS STREETS DIVISION 2016 ROAD AND STREET MAINTENANCE BALLOT MEASURE: PRE-OVERLAY CONCRETE PROGRAM**”. Offeror’s signature will be considered the Offeror’s acknowledgment of understanding and ability to comply with all items in this solicitation.

The Offeror’s signature will be considered the Offeror’s acknowledgment of understanding and ability to comply with all items in this solicitation. If an Offeror makes any changes or corrections to the bid documents (such as white out, or writing over a figure, etc.) such changes or corrections must be initialed and dated by the person signing the offer prior to its submittal.

The undersigned certifies that he/she has the necessary experienced manpower & equipment and has past experience performing major municipal or other governmental work.

TOTAL BID will be evaluated and awarded as follows: The City of Colorado Springs intends to award multiple contracts based on RFP response and evaluation. Each bidder must provide pricing for each area listed in the following documentation.

Estimated quantities shown are for comparison purposes only. Actual quantities will be based on measurements acquired in the field and verified with the inspector onsite. They may vary significantly from the estimates below, based on actual contractor assignments.

#### **Supplemental Bid Notes: (if applicable)**

- Note: From time to time, associated work will be required due to the conditions or requirements of the assigned work. This work will be accomplished by adding new unit price items and will be added to the contract by change order.
- The Contract Period of Performance will be from January 4, 2016 through December 16, 2016 after Notice to Proceed has been issued, with options to renew the contract, at the City’s sole discretion, for up to four additional one-year periods.
- Offerors are required to submit unit prices for all bid items listed in Bid Schedule / Cost Proposal (Appendix 5) with their proposal.
- It is the City’s intent to award up to four (4) contracts. Contracts will initially be awarded in the amount of \$2 million dollars, with an option to increase each of the awarded contracts up to \$4 million dollars or more based on proven production ability, at the City’s sole discretion.
- It is the intent of this solicitation to utilize Ballot 2C funding for the majority of the work covered/included in this solicitation. However, throughout the contract period of performance, the City reserves the right to award work at the unit prices contained in Appendix 5 for work funded by federal funding Appendix 5-B Davis Bacon Wage Rates and work funded by the Pikes Peak Rural Transportation Authority (PPRTA) at the unit prices contained in Appendix 5-A.

**APPENDIX 5-A**

**OFFER**

<b>2016 BID SCHEDULE / COST PROPOSAL APPENDIX 5-A</b>			
<b>ARTERIAL OR COLLECTOR STREETS</b>			
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Price</b>
1	R&R Curb & Gutter - Type 1 - 24" Gutter Pan	LF	\$
2	R&R Curb & Gutter - Type 1 - 30" Gutter Pan	LF	\$
3	R&R Curb & Gutter - Type 2	LF	\$
4	R&R Curb & Gutter - Type 3	LF	\$
5	R&R Curb & Gutter - Rolled	LF	\$
6	R&R Curb & Gutter - Type 1 - 24" Gutter Pan - Reinforced (8" deep)	LF	\$
7	R&R Curb & Gutter - Type 1 - 30" Gutter Pan - Reinforced (8" deep)	LF	\$
8	R&R Curb & Gutter - Type 2 - Reinforced (8" deep)	LF	\$
9	R&R Curb & Gutter - Type 3 - Reinforced (8" deep)	LF	\$
10	R&R Curb & Gutter - Rolled - Reinforced (8" deep)	LF	\$
11	Asphalt Patching - 6" Thick	SF	\$
12	R&R 4" Concrete	SF	\$
13	R&R 6" Concrete	SF	\$
14	R&R 8" Concrete - Reinforced	SF	\$
15	Remove Concrete - 4" Thick	SF	\$
16	Install Pedestrian Ramp with Truncated Domes on Panels	SF	\$
17	Install 0 - 8" Integral Curb Head	LF	\$
18	R&R Street Sign	EA	\$
19	Remove Bubbler	EA	\$

20	Install Bubbler	EA	\$
21	Over Excavate Subgrade and Install Class 6 Roadbase	CY	\$
22	Remove Median Cover (Any Type)	SF	\$
23	Remove Median Curb & Gutter (Any Type)	LF	\$
24	Install Median Stamped Colored Concrete - Springs Red	SF	\$
25	Provide and Install Neenah Curb Box #3262 - Complete in Place	EA	\$
26	Provide and Install Neenah Grate #R-3249-F - Complete in Place	EA	\$
27	Provide and Install Neenah Grate #2046 - Complete in Place	EA	\$
28	R&R Inlet Deck - Reinforced - 6" Thick	SF	\$
29	R&R Inlet Wall - Reinforced - 6" Thick - No Pipe Penetration	SF	\$
30	R&R Inlet Wall - Reinforced - 6" Thick - With Pipe Penetration(s)	SF	\$
31	R&R Inlet Floor - Reinforced - 8" Thick	SF	\$
32	Force Account	LS	\$ 30,000.00

**APPENDIX 5-A**

<b>2016 BID SCHEDULE / COST PROPOSAL #2</b>		<b>APPENDIX 5-A</b>	
<b>RESIDENTIAL STREETS</b>			
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Price</b>
33	R&R Curb & Gutter - Type 1 - 24" Gutter Pan	LF	\$
34	R&R Curb & Gutter - Type 1 - 30" Gutter Pan	LF	\$
35	R&R Curb & Gutter - Type 2	LF	\$
36	R&R Curb & Gutter - Type 3	LF	\$
37	R&R Curb & Gutter - Rolled	LF	\$
38	R&R Curb & Gutter - Type 1 - 24" Gutter Pan - Reinforced (8" deep)	LF	\$
39	R&R Curb & Gutter - Type 1 - 30" Gutter Pan - Reinforced (8" deep)	LF	\$
40	R&R Curb & Gutter - Type 2 - Reinforced (8" deep)	LF	\$
41	R&R Curb & Gutter - Type 3 - Reinforced (8" deep)	LF	\$
42	R&R Curb & Gutter - Rolled - Reinforced (8" deep)	LF	\$
43	Asphalt Patching - 6" Thick	SF	\$
44	R&R 4" Concrete	SF	\$
45	R&R 6" Concrete	SF	\$
46	R&R 8" Concrete - Reinforced	SF	\$
47	Remove Concrete - 4" Thick	SF	\$
48	Install Pedestrian Ramp with Truncated Domes on Panels	SF	\$
49	Install 0 - 8" Integral Curb Head	LF	\$
50	R&R Street Sign	EA	\$
51	Remove Bubbler	EA	\$

52	Install Bubbler	EA	\$
53	Over Excavate Subgrade and Install Class 6 Roadbase	CY	\$
54	Remove Median Cover (Any Type)	SF	\$
55	Remove Median Curb & Gutter (Any Type)	LF	\$
56	Install Median Stamped Colored Concrete - Springs Red	SF	\$
57	Provide and Install Neenah Curb Box #3262 - Complete in Place	EA	\$
58	Provide and Install Neenah Grate #R-3249-F - Complete in Place	EA	\$
59	Provide and Install Neenah Grate #2046 - Complete in Place	EA	\$
60	R&R Inlet Deck - Reinforced - 6" Thick	SF	\$
61	R&R Inlet Wall - Reinforced - 6" Thick - No Pipe Penetration	SF	\$
62	R&R Inlet Wall - Reinforced - 6" Thick - With Pipe Penetration(s)	SF	\$
63	R&R Inlet Floor - Reinforced - 8" Thick	SF	\$
64	Force Account	LS	\$ 30,000.00

**APPENDIX 5-B**

2016 BID SCHEDULE / COST PROPOSAL #3		APPENDIX 5-B	
ARTERIAL OR COLLECTOR STREETS - DAVIS BACON WAGES			
Item No.	Description	Unit	Unit Price
65	R&R Curb & Gutter - Type 1 - 24" Gutter Pan	LF	\$
66	R&R Curb & Gutter - Type 1 - 30" Gutter Pan	LF	\$
67	R&R Curb & Gutter - Type 2	LF	\$
68	R&R Curb & Gutter - Type 3	LF	\$
69	R&R Curb & Gutter - Rolled	LF	\$
70	R&R Curb & Gutter - Type 1 - 24" Gutter Pan - Reinforced (8" deep)	LF	\$
71	R&R Curb & Gutter - Type 1 - 30" Gutter Pan - Reinforced (8" deep)	LF	\$
72	R&R Curb & Gutter - Type 2 - Reinforced (8" deep)	LF	\$
73	R&R Curb & Gutter - Type 3 - Reinforced (8" deep)	LF	\$
74	R&R Curb & Gutter - Rolled - Reinforced (8" deep)	LF	\$
75	Asphalt Patching - 6" Thick	SF	\$
76	R&R 4" Concrete	SF	\$
77	R&R 6" Concrete	SF	\$
78	R&R 8" Concrete - Reinforced	SF	\$
79	Remove Concrete - 4" Thick	SF	\$
80	Install Pedestrian Ramp with Truncated Domes on Panels	SF	\$
81	Install 0 - 8" Integral Curb Head	LF	\$
82	R&R Street Sign	EA	\$
83	Remove Bubbler	EA	\$
84	Install Bubbler	EA	\$

85	Over Excavate Subgrade and Install Class 6 Roadbase	CY	\$
86	Remove Median Cover (Any Type)	SF	\$
87	Remove Median Curb & Gutter (Any Type)	LF	\$
88	Install Median Stamped Colored Concrete - Springs Red	SF	\$
89	Provide and Install Neenah Curb Box #3262 - Complete in Place	EA	\$
90	Provide and Install Neenah Grate #R-3249-F - Complete in Place	EA	\$
91	Provide and Install Neenah Grate #2046 - Complete in Place	EA	\$
92	R&R Inlet Deck - Reinforced - 6" Thick	SF	\$
93	R&R Inlet Wall - Reinforced - 6" Thick - No Pipe Penetration	SF	\$
94	R&R Inlet Wall - Reinforced - 6" Thick - With Pipe Penetration(s)	SF	\$
95	R&R Inlet Floor - Reinforced - 8" Thick	SF	\$
96	Force Account	LS	\$ 0.00

**APPENDIX 5-B**

<b>2016 BID SCHEDULE / COST PROPOSAL #4</b>		<b>(APPENDIX 5-B)</b>	
<b>RESIDENTIAL STREETS - DAVIS BACON WAGES</b>			
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Price</b>
97	R&R Curb & Gutter - Type 1 - 24" Gutter Pan	LF	\$
98	R&R Curb & Gutter - Type 1 - 30" Gutter Pan	LF	\$
99	R&R Curb & Gutter - Type 2	LF	\$
100	R&R Curb & Gutter - Type 3	LF	\$
101	R&R Curb & Gutter - Rolled	LF	\$
102	R&R Curb & Gutter - Type 1 - 24" Gutter Pan - Reinforced (8" deep)	LF	\$
103	R&R Curb & Gutter - Type 1 - 30" Gutter Pan - Reinforced (8" deep)	LF	\$
104	R&R Curb & Gutter - Type 2 - Reinforced (8" deep)	LF	\$
105	R&R Curb & Gutter - Type 3 - Reinforced (8" deep)	LF	\$
106	R&R Curb & Gutter - Rolled - Reinforced (8" deep)	LF	\$
107	Asphalt Patching - 6" Thick	SF	\$
108	R&R 4" Concrete	SF	\$
109	R&R 6" Concrete	SF	\$
110	R&R 8" Concrete - Reinforced	SF	\$
111	Remove Concrete - 4" Thick	SF	\$
112	Install Pedestrian Ramp with Truncated Domes on Panels	SF	\$
113	Install 0 - 8" Integral Curb Head	LF	\$
114	R&R Street Sign	EA	\$

115	Remove Bubbler	EA	\$
116	Install Bubbler	EA	\$
117	Over Excavate Subgrade and Install Class 6 Roadbase	CY	\$
118	Remove Median Cover (Any Type)	SF	\$
119	Remove Median Curb & Gutter (Any Type)	LF	\$
120	Install Median Stamped Colored Concrete - Springs Red	SF	\$
121	Provide and Install Neenah Curb Box #3262 - Complete in Place	EA	\$
122	Provide and Install Neenah Grate #R-3249-F - Complete in Place	EA	\$
123	Provide and Install Neenah Grate #2046 - Complete in Place	EA	\$
124	R&R Inlet Deck - Reinforced - 6" Thick	SF	\$
125	R&R Inlet Wall - Reinforced - 6" Thick - No Pipe Penetration	SF	\$
126	R&R Inlet Wall - Reinforced - 6" Thick - With Pipe Penetration(s)	SF	\$
127	R&R Inlet Floor - Reinforced - 8" Thick	SF	\$
128	Force Account	LS	\$ 0.00



**APPENDIX 6 CITY OF COLORADO SPRINGS | BID BOND**

1. KNOW ALL MEN BY THESE PRESENTS, THAT:

As Principal, hereinafter call Principal, and

\_\_\_\_\_  
(name)

\_\_\_\_\_  
(SURETY name)

\_\_\_\_\_  
(address)

\_\_\_\_\_  
(address)

\_\_\_\_\_  
(city/state/zip code)

\_\_\_\_\_  
(city/state/zip code)

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 the Obligee, in the sum of:

\_\_\_\_\_ (\$ \_\_\_\_\_ 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 \_\_\_\_\_, 2013, For the following Contract:

\_\_\_\_\_  
(contract number) (contract/project name)

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: \_\_\_\_\_  
(Principal's name)

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

(SEAL)

this \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
(witness)

FOR: \_\_\_\_\_  
(Surety's Name)

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

(SEAL)

this \_\_\_\_\_ day of \_\_\_\_\_, 2013

BOND NUMBER \_\_\_\_\_

This Bond \_\_\_(is) \_\_\_ (is not) a SBA Guaranteed Bond.