



REQUEST FOR PROPOSAL

Construction

R23-147DS

Date issued: November 15, 2023

SOUTH MONUMENT VALLEY PARK IRRIGATION SYSTEM INSTALLATION

THE CITY OF COLORADO SPRINGS

**THIS PROJECT IS FUNDED WITH FEDERAL FUNDS PROVIDED BY
THE AMERICAN RESCUE PLAN ACT (ARPA)**



The City of Colorado Springs requests Fixed Unit Price proposals, as detailed in this Request for Proposal (RFP), for South Monument Valley Park Irrigation System Installation

This Project is funded by the American Rescue Plan ACT (ARPA). Davis Bacon wages DO NOT APPLY to this project.

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

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

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

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

BIDNET Support

800-835-4603

Estimated Project Magnitude: \$100,000 - \$250,000



SECTION INDEX

SECTION I PROPOSAL INFORMATION

SECTION II PROPOSAL CONTENT

SECTION III EVALUATION FACTORS

SECTION IV SPECIAL CONTRACT TERMS AND CONDITIONS/SPECIAL SOLICITATION PROVISIONS

SECTION V EXHIBITS

SECTION VI SCHEDULES



SECTION I – PROPOSAL INFORMATION

1.0 PROPOSAL INFORMATION

Section I provides general information to potential Offerors, such as proposal submission instructions and other similar administrative elements. This RFP is available on BidNet Direct under the Rocky Mountain E-Purchasing Group (www.BidNetDirect.com). All addenda or amendments shall be issued through BidNet Direct and may not be available through any other source.

1.1 RFP SCHEDULE OF EVENTS

The upcoming schedule of events is as follows:

<u>Event</u>	<u>Date</u>
Issue Request for Proposal	November 15, 2023
Pre-Proposal Conference	December 5, 2023, 10:30 AM MST

We will hold a pre-proposal conference over Microsoft Teams. This meeting is not mandatory. However, all Offerors are encouraged to attend. The Meeting can be accessed with the following link:

https://teams.microsoft.com//meetup-join/19%3ameeting_MWQwNWY0N2YtZGM2NS00Mjq3LTk4YjQtOTY3ZDEzOWRiMzU2%40thread.v2/0?context=%7b%22Tid%22%3a%2290f74bf0-a593-4c12-9591-fb8ef4ba6ad1%22%2c%22Oid%22%3a%228e59dff5-e42a-4e52-b23f-b2d164d21568%22%7d

Or by Call in (Audio Only) 720-617-3426, Conference ID: 156 625 195#

Site Visit	December 5, 2023, 2:00 PM MST
------------	-------------------------------

We will hold a site visit to give offerors the opportunity to view the site where work will be completed. Attending the site visit is not mandatory. However, all Offerors are encouraged to attend. The Site visit will be at South Monument Valley Park located at 190 W. Cache La Poudre Colorado Springs, CO 80903.

Cut Off Date for Questions	December 7, 2023, 5:0 0PM MST
----------------------------	-------------------------------

All questions shall be submitted electronically via the BidNet Direct Procurement Platform (www.bidnetdirect.com) to the following Contract Specialist. All questions must be received no later than **December 7, 2023, 5:00 PM MST.**

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

Dylan Smith
Dylan.Smith2@coloradosprings.gov



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

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

Proposal Due Date	December 19, 2023, 5:00 PM MST
Interviews (if applicable)	TBD
Award of Contract	Anticipated January 2024
Notice to Proceed	Anticipated January 2024

1.2 SUBMISSION OF PROPOSAL

Proposals are to be submitted electronically on BidNet Direct (www.bidnetdirect.com). Please review the submission requirements **well in advance** of submission date and time, and allow for ample time to upload each required document. It is recommended that Offerors begin the submission process at least one (1) day in advance of the proposal deadline.

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

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

Date/Time: Proposals shall be received on or before 5:00 PM MST Tuesday December 19, 2023

Identification of Proposal:

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

Proposal No.: R23-147DS
Due Date and Time: December 19, 2023, 5:00 PM MST

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

1.3 NUMBER OF COPIES

Offerors shall submit **one (1)** softcopy to the BidNet Direct platform. Upon submission, all proposal documents shall become and remain the property of the City of Colorado Springs.

1.4 SPECIAL TERMS

Please note the following definitions of terms as used herein:



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

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

The term “Offer” means the proposal.

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

The term “Project” refers to South Monument Valley Park Irrigation System Installation.

The term “Request for Proposal” or “RFP” means this solicitation of a formal, negotiable proposal/offer. Any offer that is accepted will be the offer that is deemed by the City of Colorado Springs to be most advantageous in terms of the criteria designated in the RFP.

1.5 RFP OBJECTIVE

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

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

1.6 CONFIDENTIAL OR PROPRIETARY INFORMATION

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

1.7 AMENDMENTS

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



The City of Colorado Springs will post all amendments on BidNet Direct under the Rocky Mountain E-Purchasing Group (www.BidNetDirect.com). It is the Offeror's responsibility to check the website for posted amendments or contact the Contracts Specialist listed in RFP §1.1 to confirm the number of amendments which have been issued.

1.8 WITHDRAWAL OR MODIFICATION OF OFFERS

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

1.9 ACCEPTANCE

Any offer received and not withdrawn shall be considered an offer, which may be accepted by the City of Colorado Springs based on initial submission without discussions or negotiations.

By submitting an offer in response to this solicitation, the Offeror agrees that any offer it submits may be accepted by the City of Colorado Springs at any time within 90 calendar days from the date of submission deadline.

The City of Colorado Springs reserves the right (a) to reject any or all offers,(b) to waive informalities and minor irregularities in offers received, and/or (c) to accept any portion of an offer if deemed in the best interest of the City of Colorado Springs. Failure of the Offeror to provide in its offer any information requested in the RFP may result in rejection of the offer for non-responsiveness.

1.10 PROPOSAL PREPARATION COST

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

1.11 AWARD

The City of Colorado Springs intends to make an award using the evaluation criteria listed in this RFP to determine the best value, considering all factors and criteria in the proposals submitted. Best value means the expected outcome of an acquisition that, in the City's estimation, provides the greatest overall benefit in response to the requirements detailed in the RFP. The City of Colorado Springs reserves the right to reject any or all offers and to not make an award.

1.12 PERFORMANCE PERIOD

The performance period for the project detailed in this RFP is anticipated to be January 1, 2024 – June 30th 2024 with a significant completion date of May 25, 2024.

1.13 DEBRIEFING

Offerors not selected may request a debriefing on the selection process as well as discussion of the strengths and weaknesses of their proposal upon receipt of notification that their offer was not selected.



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

1.14 SUBSTANTIVE PROPOSALS

By responding to this RFP, the Offeror certifies (a) that Offeror's proposal is genuine and is not made in the interest of, or on behalf of, an undisclosed person, firm, or corporation; (b) that Offeror has not directly or indirectly induced or solicited any other offerors to put in a false or sham proposal; (c) that Offeror has not solicited or induced any other person, firm, or corporation to refrain or abstain from proposing an offer or proposal; (d) that Offeror has not sought by collusion to obtain for themselves any advantage over any other offerors or over the City of Colorado Springs; and (e) that Offeror has not violated or caused any person to violate, and shall not violate or cause any person to violate, the City's Code of Ethics contained in Article 3, of Chapter 1 of the City Code and in the City's Procurement Rules and Regulations.

1.15 OFFEROR'S QUALIFICATIONS

Each Offeror must complete Exhibit 6 – Qualification Statement.

No contract will be awarded to any Offeror who is in arrears to the City, upon any debt or contract, or who is in default, in any capacity, upon any obligation to the City or is deemed to be irresponsible or unreliable by the City based on past performance.

1.16 NON-COLORADO ENTITIES

If Offeror is a foreign entity, Offeror shall comply with C.R.S. section 7-90-801, "Authority to transact business or conduct activities required," and section 7-90-802, "Consequences of transacting business or conducting activities without authority."

Before or at the time that the contract is awarded to an entity organized or operating outside the State of Colorado, such entity shall obtain authorization to do business in the State of Colorado, designate a place of business herein, and appoint an agent for service of process.

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

1.17 PROCUREMENT RULES AND REGULATIONS

All projects advertised by the City of Colorado Springs are solicited in accordance with the City's Procurement Rules and Regulations. The City's Procurement Rules and Regulations can be reviewed and/or downloaded from the City website www.coloradosprings.gov. The Contracts Specialist may also provide a softcopy of the Rules and Regulations upon request. Any



discrepancies regarding conflicting statements, decisions, irregularities, clauses, or specifications will be rectified utilizing the City's Procurement Rules and Regulations, when applicable. It is the Offeror's responsibility to advise the Contracts Specialist listed in this RFP of any perceived discrepancies prior to the date and time the offer is due.

1.18 FAIR TREATMENT OF OFFERORS

The City Procurement Services Division shall be responsible for ensuring the procurement of products, commodities, and services are in a manner that affords all responsible businesses a fair and equal opportunity to compete. If an Offeror believes that a procurement is not conducted in a fair and equitable manner, the Offeror is encouraged to inform the City Procurement Services Manager as soon as possible.

1.19 ORDER OF PRECEDENCE

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

- A. Sections I-IV of this Solicitation
- B. Special Construction Terms and Conditions
- C. General Construction Terms and Conditions
- D. Exhibits
- E. Plans
- F. Detailed Plans
- G. Standard Drawings
 - a. Calculated dimensions will govern over scaled dimensions.
- H. Special Specifications
- I. Standard Specifications

1.20 SALES TAX

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

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

The Offeror and all subcontractors shall include in their Offer City of Colorado Springs Sales and Use Tax on the work covered by the offer, and all other applicable taxes.

Forms and instructions can be downloaded at <https://coloradosprings.gov/sales-tax/page/construction-contractors>. Questions can be directed to the City Sales Tax Division at (719) 385-5903 or Construction_SalesTax@coloradosprings.gov.

Our Registration Numbers are as follows:



City of Colorado Springs
Federal I.D.: 84-6000573
Federal Excise: A-138557
State Sales Tax: 98-03479

1.21 BOND REQUIREMENTS

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

Bonds shall:

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

1.22 INTERPRETATION OF QUANTITIES IN PROPOSAL FORM

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

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

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

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

1.23 INTERPRETATION OF PLANS AND SPECIFICATIONS

Any change to proposal forms, plans, or specifications prior to the opening of proposals will be issued by the City in the form of an Amendment. Certain individuals may be named in the RFP that have authority to provide information, clarification or interpretation to Offerors prior to opening of proposals. Information obtained from persons other than those named individuals is invalid and shall not be used for proposal purposes.



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

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

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

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

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

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

1.25 COMBINATION OR CONDITIONAL PROPOSALS

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

1.26 ANTI-COLLUSION AFFIDAVIT

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

1.27 MATERIAL GUARANTY



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



SECTION II – PROPOSAL CONTENT

2.0 PROPOSAL CONTENT

- A. Section II provides instructions regarding the format and content required for proposals submitted in response to this solicitation.

2.1 PROPOSAL FORMAT

Offeror's written proposal should include concise, but complete, information, emphasizing why the Offeror is best or best qualified to provide the required services. The Offeror's written proposal should include the information in the format outlined below and must be limited to no more than twenty-five (25) pages. **A page shall be defined as 8-1/2" x 11"; single sided, with one inch margins, and a minimum font of Times New Roman 10.** The only exception to the 8-1/2" x 11" paper size is the proposed project schedule. It may be submitted on 11" x 17" paper. Each 11" x 17" page for the schedule shall be counted in the overall page limitations above. Each section of the proposal should be labeled to clearly follow the requirements sections identified in this section of the RFP. The following listed Exhibits must be filled out and returned with the proposal and are not counted against the page limit:

Exhibit 1	Proposal Certification
Exhibit 3	Exceptions
Exhibit 4	Qualification Statement
Schedule A	Bid Tab
Schedule D	Federal Certifications
Schedule I	Minimum Insurance Requirements

2.2 COVER LETTER

The cover letter shall be no more than three pages. The cover letter shall contain at least the following information.

- A. RFP Number and Project Name.
- B. Statement that the Offeror is qualified to perform the work.
- C. Certification Statement that the information and data submitted are true and complete to the best knowledge of the individual signing the letter.
- D. Name, telephone number, email address, and physical address of the individual to contact regarding the proposal.
- E. The signature of an authorized principal, partner, or officer of the Offeror.

2.3 PROPOSAL CERTIFICATION

The Offeror must fill out and submit Exhibit 1 with its Proposal.

2.4 ORGANIZATIONAL BACKGROUND AND OVERVIEW

The Offeror must provide a brief history and overview of its company and its organizational structure, with special emphasis on how this project will fit within that structure. Also include principal place of business location(s), office locations, size of firm, and financial stability (annual



public reports or private financial statements shall be included in an appendix or under separate cover; private financial information will be kept confidential by the City).

2.5 MINIMUM QUALIFICATIONS

In this section, the proposer should demonstrate they meet the minimum qualifications for the type of work included in the project. The proposer shall specifically include the minimum number of projects identified below in their proposal:

List of respondent's experience and background related to commercial irrigation projects of 5 acres or larger, including for municipal, county or state and federal customers. Respondent needs to have completed at least three qualifying projects within the last 5 years.

The projects demonstrating those qualifications shall be listed by qualification item and include the year built, the type of work, the employer/owners name and contact information, the contract amount, and the work location for each project.

2.6 PROJECT APPROACH AND MANAGEMENT AREA

In the project approach and management area section, the Offeror should explain what the Offeror will do and how it will perform if awarded a contract.

2.6.1 PROJECT APPROACH

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

A. Project Approach

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

The Offeror must at least address the following areas:

1. Discuss your past experience with irrigation projects and how this affects your approach to the work. Discuss your experience with the various types of equipment included in the project plans.
2. Coordination with other contractors. Awardees may be required to work with Colorado Springs Utilities, other City contractors performing services or construction in or around the worksite and potentially with private utility stakeholders. Discuss Offeror's understanding of the key utility stakeholders and how Offeror will coordinate with them and with the City Project Manager.
3. Safety. Discuss Offeror's approach and commitment to safety for both construction workers and the public traveling through the construction site.



2.6.2 MANAGEMENT AREA

The Offeror must explain its method of managing the work to be performed. The content must include, but not necessarily be limited to, the following information.

A. Program Management Controls

In the Management Area, the Offeror should provide:

1. An organization chart which demonstrates clear and effective lines of authority, responsibility, and communication for management, supervisory, and field personnel.
2. Schedule Management. Discuss Offeror's approach to schedule management including updating and reporting progress of the work.
3. Quality Control. Discuss Offeror's quality control plan, processes and approach to ensure that the City receives a quality product.

B. Past Performance/Relevant Experience and Key Personnel

In this area, the Offeror should provide at least three references or name contracts demonstrating that it successfully provided services/products that are the same or similar to those required in the RFP. It is recommended that Offeror select from the projects listed in Section 2.5 Minimum Qualifications. The proposal should adequately explain how the projects were completed on schedule and within budget. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions.

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

Key Personnel, Certifications and Industry Experience

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

1. Does the Offeror provide an overview of their key personnel, to include biographies, experience, and any other pertinent information?
2. Do the personnel identified as key personnel demonstrate adequate professional, technical, and management levels to accomplish the work effectively and efficiently?
3. Offeror should identify any industry certifications and years held that it deems relevant to the scope of work. If industry certifications are not held, Offeror should discuss



industry experience and years in service to be considered in lieu of professional certifications.

2.7 PRICE AREA

The price must be all-inclusive and include all unit costs for material, labor, other direct costs (e.g. travel), indirect costs (i.e. overhead and general and administrative costs), and profit/fee.

The price will be evaluated as follows:

1. The low cost proposal will receive the total amount of points available (15) in this area.
2. The remaining proposers will receive points as their cost proposal relates to the low cost proposal as displayed in the following table:

<u>Cost Proposal - Low Cost Proposal</u>	<u>Points</u>
Low Cost Proposal	15
< 2%	12
From 2% to less than 5%	9
From 5% to 10%	6
> 10%	3

2.8 PROPOSAL PRESENTATION

Presentation is an important factor. Offerors should provide a highly professional product, which is complete, accurate, easily understood, and effectively presented.

2.9 EXCEPTIONS

All Offerors must complete Exhibit 3, Exceptions Form and return it with their proposal. Some terms and conditions are not negotiable. Exceptions may be grounds for rendering the proposal unacceptable without further discussions.

2.10 INSURANCE REQUIREMENTS

All Offerors must complete Exhibit 4, Minimum Insurance Requirements and return with their proposal. Lack of responsiveness in this area may be grounds for rendering the proposal unacceptable without further discussions.



SECTION III – EVALUATION FACTORS

3.0 EVALUATION AND AWARD

Section III provides information regarding evaluation criteria and scoring. It also includes information regarding proposal selection and award of the resultant contract.

3.1 EVALUATION CRITERIA

3.1.1 MINIMUM QUALIFICATIONS

See Section II – Item 2.5

3.1.2 PROJECT APPROACH AREA

See Section II - Item 2.6.1

3.1.3 MANAGEMENT AREA – PROGRAM MANAGEMENT CONTROLS, PAST PERFORMANCE/RELEVANT EXPERIENCE AND KEY PERSONNEL

See Section II – Items 2.6.2A and 2.6.2B

3.1.4 PRICE/COST AREA

See Section II – Item 2.7

3.1.5 PROPOSAL PRESENTATION AREA – PROPOSAL PRESENTATION

See Section II – Item 2.8

3.1.6 EXCEPTIONS AND INSURANCE

See Section II – Items 2.9 and 2.10

3.2 RANKING

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

First: Management Area
Second: Minimum Qualifications
Third: Project Approach
Fourth: Price Area
Fifth: Proposal Presentation

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

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

C. Definitions for scoring are as follows:



Exceptional – The proposal meets all and exceeds many of the requirements of the RFP to the benefit of the City, and the information provided is of such a nature as to answer all questions without need for further inquiry. There are no corrective actions required, and no compromise of requirements is needed.

Very Good – The proposal meets all and exceeds some of the requirements of the RFP to the benefit of the City, and the information provided is of such a nature as to answer most questions without need for further inquiry. There are no corrective actions required, and no compromise of requirements is needed.

Satisfactory – The proposal meets the requirements of the RFP, and the information provided is of such a nature as to answer many questions without need for further inquiry. There are very few corrective actions required, and no substantive compromise of requirements is needed.

Marginal – The proposal does not meet some of the requirements of the RFP, and the information provided is of such a nature as to require some clarification. There are some corrective actions required, and some non-substantive compromise of requirements is needed.

Unacceptable – The proposal does not meet many of the requirements of the RFP, and the information provided is of such a nature as to require much clarification. There are many corrective actions required, and substantive compromise of requirements is needed.

D. Area Scoring

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

Management Area: 35 Points
Minimum Qualifications: 25 Points
Project Approach: 20 Points
Price Area: 15 Points
Proposal Presentation Area: 5 Points

E. Final/Overall Scoring

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

3.3 SELECTION COMMITTEE

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



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

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

3.4 AWARD OF CONTRACT

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



SECTION IV – SPECIAL CONTRACT TERMS AND CONDITIONS

4.0 SPECIAL CONTRACT TERMS AND CONDITIONS/SPECIAL SOLICITATION PROVISIONS

B.

In addition to the special contract terms and conditions listed below, the City's sample contract, see Exhibit 2, contains contract terms and conditions.

ADA Standards: It is a requirement of the City and required by law that any new or renovated facility meet the scoping and technical requirements of the 2010 ADA Standards for newly designed and constructed or altered local government facilities, public accommodations, and facilities. The selected Design Professional shall design the project so it both conforms to the 2010 ADA Standards, as applicable and as amended, and is readily accessible to and usable by individuals with disabilities. The selected Contractor shall build the project so it both conforms to the 2010 ADA Standards, as applicable and as amended, and is readily accessible to and usable by individuals with disabilities. Facilities that are designed, constructed, and/or altered facilities that meet or exceed the IBC 2015/ANSI A117.1 2009, used by Pikes Peak Regional Building Department, will be accepted as meeting or exceeding the 2010 ADA Standards.



SECTION V – EXHIBITS

5.0 EXHIBITS

Exhibit 1	Proposal Certification
Exhibit 2	Sample Contract
Exhibit 3	Exceptions
Exhibit 4	Qualification Statement
Exhibit 5	Evaluation Scoresheet
Exhibit 6	Sample Bonds



EXHIBIT 1 PROPOSAL CERTIFICATION

Check or Mark the space after each number to indicate compliance.

1. _____ Address of Offeror's Principal Place of Business:

Does Offeror have an established office or facility in Colorado Springs?

Yes _____ No _____

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

Colorado Springs Facility - Year established _____

Address of Colorado Springs Facility:

Percent of Work to be Performed from Principal Place of Business? _____

Percent of Work to be Performed from Colorado Springs Facility? _____

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

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 _____

Provide 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 _____



3. _____ Provide one (1) copy of 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.
4. _____ Provide the completed and signed bid. (Bids must be identified as specified in this RFP document). All required Exhibits are attached.

By signing below, the Offeror certifies that no person or firm other than the Offeror or as otherwise indicated has any interest whatsoever in this offer or any Contract that may be entered into as a result of this offer and that in all respects the offer is legal and firm, submitted in good faith without collusion or fraud. The undersigned additionally declares that it has carefully examined the Bid information and the complete Solicitation prior to submitting a Bid. The Bidder's signature will be considered the Bidder's acknowledgement of understanding and ability to comply with all items in the solicitation.

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

Telephone: (____) _____

Email: _____

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

(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 following Representations and Certifications must be initialed by Offeror in the spaces provided and returned with this certification.

1. INSURANCE REQUIREMENTS

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

Initials for 1

2. ETHICS VIOLATIONS

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

Initials for 2

3. COOPERATION WITH OTHER CONTRACTORS

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

Initials for 3

4. INTERNET USE

Should the Offeror require access to City Internet resources in the performance of this requirement, a “Contractor’s Internet Use Agreement” form must be separately signed by each individual having access to



the City Network. The completed Contractor's Internet Use Agreement will be maintained with this agreement. Inappropriate use of the City Network will be grounds for immediate termination of any awarded contact.

Initials for 4

5. LITIGATION

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

Initials for 5

6. CONTRACTOR'S REGISTRATION INFORMATION

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

- _____ Large Business (i.e. do not qualify as a small business or non-profit)
- _____ Nonprofit
- _____ Small Business
- _____ Minority Owned Business/Small Disadvantaged Business
- _____ Woman Owned Business
- _____ Veteran Owned Business
- _____ Service-Disabled Veteran Owned Business
- _____ HUBZone Business

Note: The City accepts self-certification for these categories in accordance with Small Business Administration (SBA) standards. The SBA size standards are found on the SBA website.

Initials for 6

7. CONTRACTOR PERSONNEL

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



The individual, _____ (Name)
with position, _____ (Title)
Can be reached at _____
Work telephone number: _____
Home telephone number: _____
Cellular telephone number: _____
E-mail address: _____

Initials for 7

8. OFFEROR'S CERTIFICATION

The undersigned hereby affirms that:

- A. He/She is a duly authorized agent of the Offeror;
- B. He/She has read and agrees to the City's standard terms and conditions attached.
- C. The offer is presented in full compliance with the collusive prohibitions of the City of Colorado Springs. The Offeror certifies that no employee of its firm has discussed, or compared the offer with any other offeror or City employee and has not colluded with any other offeror or City employee.
- D. The Offeror certifies that it has checked all of its figures, and understands that the City will not be responsible for any errors or omissions on the part of the Offeror in preparing its Bid.
- E. By submitting an offer the Offeror certifies that it has complied and will comply with all requirements of local, state, and federal laws, and that no legal requirements have been or will be violated in making or accepting this solicitation.
- F. If awarded the contract, the Offeror agrees to execute and enter into a contract with the City, and furnish the necessary security within ten (10) days of receipt of the "Notice of Award", and to begin the work within ten (10) day from the date of the receipt of the "Notice to Proceed", and to complete the Work with the above specifications.
- G. I hereby certify that I am submitting the Bid based on my company's capabilities to provide quality products and/or services on time.

Initials for 8

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

- A. The Offeror certifies to the best of its knowledge and belief, that (i) the Offeror and/or any of its Principals
 - 1. Are (), Are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - 2. 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
 - 3. 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.
- B. 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.
- C. 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 9

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

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

Initials for 10

11. CITY CONTRACTOR SAFETY PROGRAM

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

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

Initials for 11

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

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

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

Initials for 12

13. FRAUD, WASTE, AND ABUSE

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

City Auditor
P.O. Box 2241
Colorado Springs CO 80901

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

Initials for 14

Name of Company: _____



Federal Tax ID Number: _____

DUNS Number: _____

Principal Place of Business: _____

Signature of Authorized Representative

Printed Name: _____

Title: _____

Date: _____



EXHIBIT 2 SAMPLE CONTRACT
CONSTRUCTION CONTRACT

Contract Number:		Project Name/Title	
Vendor/Contractor			
Contact Name:		Telephone:	
Email Address:			
Address:			
Federal Tax ID #		Please check one:	<input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Partnership
City Contracting Specialist		City Dept Rep	
NOT TO EXCEED Contract Amount:		City Account #	
Contract Type:	Fixed Unit Price	Period of Performance:	

1. INTRODUCTION

THIS Fixed Unit Price CONTRACT ("Contract") is made and entered into this XXX day of XXX, 2022 by and between the City of Colorado Springs, a Colorado municipal corporation and home rule city, in the County of El Paso, State of Colorado, (the "City"), and _____ (the "Contractor").

THE CITY AND THE CONTRACTOR HEREBY AGREE AS FOLLOWS:

The City has heretofore prepared the necessary Contract Documents for the following Activity: XXXX.

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

1. This Contract
2. Schedule A – Price Sheet
3. Schedule B – General Construction Terms and Conditions
4. Schedule C – Special Contract Terms and Conditions
5. Schedule D – General Specifications
6. Schedule E – Special and Technical Specifications
7. Schedule F – Scope of Work
8. Exhibit 1 – Performance, Labor and Material Payment, and Maintenance Bonds
9. Exhibit 2 – Minimum Insurance Requirements



2. COMPENSATION/CONSIDERATION

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

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

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

3. TERM OF CONTRACT

Contractor will start work promptly after the Notice to Proceed and continue to work diligently until completed. The Contractor shall complete all work on an as ordered basis throughout the Contract period which is **the date of Notice to Proceed through April 30, 2022** ("Period of Performance") as per the specifications and drawings. The Contractor shall provide a two-year guarantee on all work performed under this Contract after the job has been completed and accepted.

4. INSURANCE

The Contractor shall provide and maintain acceptable Insurance Policy(s) consistent with the Minimum Insurance Requirements attached as Exhibit 2, which includes Property, Liability, and as otherwise listed in Exhibit 2. The City of Colorado Springs shall be reflected as an additional insured on the Property and Liability policy(s).

Further, Contractor understands and agrees that Contractor shall have no right of coverage under any existing or future City comprehensive, self, or personal injury policies. Contractor shall provide insurance coverage for and on behalf of Contract that will sufficiently protect Contractor, or Contractor's agents, employees, servants or other personnel, in connection with the services which are to be provided by Contractor pursuant to this Contract, including protection from claims for bodily injury, death, property damage, and lost income. Contractor shall provide worker's compensation insurance coverage for Contractor and all Contractor personnel. Contractor shall file applicable insurance certificates with the City and shall also provide additional insurance as indicated in this Contract. ***A CURRENT CERTIFICATE OF INSURANCE IS REQUIRED PRIOR TO COMMENCEMENT OF SERVICES LISTING THE CITY AS ADDITIONALLY INSURED.***

5. RESPONSIBILITY OF THE CONTRACTOR

- A. The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all Scope of Work services furnished by the Contractor under this Contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in services provided under this Contract to the satisfaction of the City.
- B. The City's review, approval of, acceptance of, or payment for the services required under this Contract shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall



be and remain liable to the City for any and all damages to the City caused by the Contractor's negligent performance of any of the services furnished under this Contract.

- C. The rights and remedies of the City provided for under this Contract are in addition to any other rights and remedies provided by law.
- D. If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

6. WORK OVERSIGHT

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

7. SUBCONTRACTORS, ASSOCIATES, AND OTHER CONTRACTORS

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

8. KEY PERSONNEL

The key personnel listed in the proposal and/or below will be the individuals used in the performance of the work. If any of the listed key personnel leave employment or are otherwise not utilized in the performance of the work, approval to substitute must be obtained by the



Contractor from the City's Project Manager. Any substitute shall have the same or a higher standard of qualifications that the key personnel possessed at the time of Contract award.

9. START AND CONTINUANCE OF WORK

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

10. APPROPRIATION OF FUNDS

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

11. CHANGES

The Contractor and the City agree and acknowledge as a part of this Contract that no change order or other form or order or directive may be issued by the City which requires additional compensable work to be performed, which work causes the aggregate amount payable under the Contract to exceed the amount appropriated for this Contract as listed above, unless the Contractor has been given a written assurance by the City that lawful appropriations to cover the costs of the additional work have been made or unless such work is covered under a remedy-granting provision of this Contract. The Contractor and the City further agree and acknowledge as a part of this Contract that no change order or other form or order or directive which requires additional compensable work to be performed under this Contract shall be issued by the City unless funds are available to pay such additional costs, and, regardless of any remedy-granting provision included within this Contract, the Contractor shall not be entitled to any additional compensation for any change which increases or decreases the Contract completion date, or for any additional compensable work performed under this Contract, and expressly waives any rights to additional compensation, whether by law or equity, unless, prior to commencing the additional work, the Contractor is given a written change order describing the change in Contract completion date or the additional compensable work to be performed, and setting forth the amount of compensation to be paid, and such change order is signed by the authorized City representative, as defined below. The amount of compensation to be paid, if any, shall be deemed to cover any and all additional, direct, indirect or other cost or expense or profit of the Contractor whatsoever. It is the Contractor's sole responsibility to know, determine, and ascertain the authority of the City representative signing any change order under this Contract.



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

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

The Project Manager: Changes up to \$14,999.99

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

The Mayor of the City of Colorado Springs: Unlimited

12. ECONOMIC PRICE ADJUSTMENT

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



deliver or perform according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence, within the meaning of the Default clause.

3. There shall be no adjustment for any change in rates of pay for labor (including fringe benefits) or unit prices for material which would not result in a net change of at least 3 percent of the then-current total contract price. This limitation shall not apply, however, if, after final delivery of all line items, either party requests an adjustment under paragraph (b) of this clause.
4. The aggregate of the increases in any contract unit price made under this clause shall not exceed 10 percent of the original unit price.

13. ASSIGNMENT

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

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

14. CHOICE OF LAW

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

15. WORKERS' COMPENSATION INSURANCE

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

16. INDEMNIFICATION

Contractor agrees that the Contractor shall indemnify, defend and hold harmless the City, its officers, employees and agents, from and against any and all loss, damage, injuries, claims,



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

17. INDEPENDENT CONTRACTOR

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

18. APPLICABLE LAW AND LICENSES

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

19. PRIOR AGREEMENTS

This is a completely integrated Contract and contains the entire agreement between the parties. Any prior written or oral agreements or representations regarding this Contract shall be of no effect and shall not be binding on the City. This Contract may only be amended in writing, and executed by duly authorized representatives of the parties hereto.

20. INTELLECTUAL PROPERTY

The Parties hereby agree, and acknowledge, that all products, items writings, designs, models, examples, or other work product of the Contractor produced pursuant to this Contract are works made for hire, and that the City owns, has, and possesses any and all ownership rights and



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

21. WAIVERS

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

22. THIRD PARTIES

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



23. TERMINATION

A. Termination for Convenience.

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

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

1. Contractor's failure to perform the work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule as adjusted from time to time.
2. Contractor's disregard of the laws or regulations of any public body having jurisdiction.
3. Contractor's disregard of the authority of Project Manager.
4. Contractor's violation in any material provision of the Contract Documents.
5. Contractor's failure to make prompt payments to its subcontractors, and suppliers of any tier, or laborers or any person working on the work by, through, or under the Contractor or any of them, any all of their employees, officers, servants, members, and agents.
6. Contractor files a petition commencing a voluntary case under the U.S. Bankruptcy Code, or for liquidation, reorganization, or an arrangement pursuant to any other U.S. or state bankruptcy Laws, or shall be adjudicated a debtor or be declared bankrupt or insolvent under the U.S. Bankruptcy Code, or any other federal or state laws relating to bankruptcy, insolvency, winding-up, or adjustment of debts, or makes a general assignment for the benefit of creditors, or admits in writing its inability to pay its debts generally as they become due, or if a petition commencing an involuntary case under the U.S. Bankruptcy Code or an answer proposing the adjudication of Contractor as a debtor or bankrupt or proposing its liquidation or reorganization pursuant to the Bankruptcy Code or any other U.S. federal or state bankruptcy laws is filed in any court and Contractor consents to or acquiesces in the filing of that pleading or the petition or answer is not discharged or denied within sixty (60) Calendar Days after it is filed.
7. A custodian, receiver, trustee or liquidator of Contractor, all or substantially all of the assets



or business of Contractor, or of Contractor's interest in the Work or the Contract, is appointed in any proceeding brought against Contractor and not discharged within sixty (60) Calendar Days after that appointment, or if Contractor shall consent to or acquiesces in that appointment.

8. Contractor fails to commence correction of defective work or fails to correct defective work within a reasonable period of time after written notice.

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

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

- C. Termination Notice. Upon receipt of a termination notice, whether for convenience or cause, the Contractor shall immediately: discontinue all services affected (unless the notice directs otherwise), and deliver to the City all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.
- D. Removal of Equipment. Except as provided above, in the case of termination of this Contract before completion from any cause whatever, the Contractor, if notified to do so by the City, shall promptly remove any part or all of Contractor's equipment and supplies from the property of the City, failing which the City shall have the right to remove such equipment and supplies at the expense of the Contractor.



24. BOOKS OF ACCOUNT AND AUDITING

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

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

25. COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT OF 1986

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

26. LABOR

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

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

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

27. GRATUITIES

- A. This Contract may be terminated if the Mayor, the Mayor's designee, and/or the Procurement Services Manager determine, in their sole discretion, that the Contractor or any officer, employee, agent, or other representative whatsoever, of the Contractor offered or gave a gift or hospitality to a City officer, employee, agent or Contractor for the purpose of influencing any decision to grant a City contract or to obtain favorable treatment under any City contract.
- B. The terms "hospitality" and "gift" include, but are not limited to, any payment, subscription,



advance, forbearance, acceptance, rendering or deposit of money, services, or anything of value given or offered, including but not limited to food, lodging, transportation, recreation or entertainment, token or award.

- C. Contract termination under this provision shall constitute a breach of contract by the Contractor, and the Contractor shall be liable to the City for all costs of reletting the contract or completion of the project. Further, if the Contractor is terminated under this provision, or violates this provision but is not terminated, the Contractor shall be subject to debarment under the City's Procurement Regulations. The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

28. NON-DISCRIMINATION

- A. In accord with section 24-34-402, C.R.S., Title VII of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 as amended, all applicable federal and state laws, the Contractor will not discriminate against any employee or applicant for employment because of disability, race, creed, color, sex, sexual orientation, gender identity, gender expression, religion, age, national origin, or ancestry.
- B. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- C. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to disability, race, creed, color, sex, sexual orientation, gender identity, gender expression, religion, age, national origin, or ancestry.

29. ORDER OF PRECEDENCE

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

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

30. HEADINGS

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

31. DISPUTES

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



those arising under Unanticipated Circumstances provisions (in section 107.27 of Schedule B General Construction Terms and Conditions) shall be addressed in the following manner:

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

32. DELIVERY

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

33. PAYMENTS

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

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



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

Each invoice must contain at least the following information:

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

34. INSPECTION OF SERVICES

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

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

35. SECURITY

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

36. TIME IS OF THE ESSENCE

In as much as the Contract concerns a needed or required service, the terms, conditions, and provisions of the Contract relating to the time of performance and completion of work are of the



essence of this Contract. The Contractor shall begin work on the day specified and shall prosecute the work diligently so as to assure completion of the work within the number of calendar days or date specified, or the date to which the time for completion may have been extended.

37. EMPLOYMENT OF LABOR

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

38. SALES TAX

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

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

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

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

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

Our Registration Numbers are as follows:

City of Colorado Springs

Federal I.D.: 84-6000573

Federal Excise: A-138557

State Sales Tax: 98-03479

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



39. SEVERABILITY

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

40. LIABILITY OF CITY EMPLOYEES

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

41. USE OF CITY NAME OR LOGO

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

42. TRAVEL

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

43. ELECTRONIC SIGNATURE

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



44. APPENDICES

The following Appendices are made a part of this Agreement:

1. Schedule A – Price Sheet
2. Schedule B – General Construction Terms and Conditions
3. Schedule C – Special Contract Terms and Conditions
4. Schedule D – General Specifications
5. Schedule E – Special and Technical Specifications
6. Schedule F – Scope of Work
7. Exhibit 1 – Performance, Labor and Material Payment, and Maintenance Bonds
8. Exhibit 2 – Minimum Insurance Requirements



CONTRACT SIGNATURE PAGE

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

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

THE CITY OF COLORADO SPRINGS, COLORADO:

SECOND PARTY: SAMPLE CONTRACT	
Corporate Name	
Signature	Date
Title	



EXHIBIT 3 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. Offerors stipulating that the City must use their contract or agreement may be determined non-responsive and their Proposal determined unacceptable.

Company Name: _____

Address: _____
(City, State and Zip Code)

Authorized Signature: _____

Date: _____

Printed Name/Title: _____

Return this form with your Proposal.



EXHIBIT 4 – QUALIFICATION STATEMENT

CITY OF COLORADO SPRINGS QUALIFICATION STATEMENT

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

(PRINT)

FIRM NAME: _____

ADDRESS: _____

CITY STATE ZIP: _____

AUTHORIZED REPRESENTATIVE: _____

TITLE: _____

AUTHORIZED SIGNATURE: _____

PHONE: _____ FAX: _____

E-MAIL ADDRESS: _____

1. TYPE OF BUSINESS

2. TYPE OF LICENSE & LOCATION

CORPORATION INDIVIDUAL
PARTNERSHIP JOINT VENTURE _____
OTHER: _____

3. TYPE OF SERVICE TO BE PROVIDED FOR RFP: _____

4. NUMBER OF YEARS IN BUSINESS: _____

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

6. WHAT OTHER NAME(S) HAS YOUR COMPANY OPERATED UNDER: _____

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

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



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

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

11. BANK REFERENCE: _____
ADDRESS: _____
CONTACT: _____ PHONE: _____

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

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

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

1. Location of Project: _____
Size of Project: _____
Contract Amount: _____



Contact Name and Title:

Contact Address:

Contact telephone and FAX Numbers:

2. _____
Location of Project:

Size of Project:

Contract Amount:

Contact Name and Title:

Contact Address:

Contact telephone and FAX Numbers:

3. _____
Location of Project:

Size of Project:

Contract Amount:

Contact Name and Title:

Contact Address:

Contact telephone and FAX Numbers:

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

1. _____
Name:

Address:

Telephone Number:

Type of Work:

2. _____
Name:

Address:

Telephone Number:

Type of Work:

3. _____
Name:

Address:

Telephone Number:

Type of Work:

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



EXHIBIT 5 – EVALUATION SCORESHEET

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

RFP EVALUATION CRITERIA DESCRIPTION	SCORE												
<p>1. PRICE AREA:– Max 15 Points</p>													
<p>1. The low cost proposal will receive the total amount of points available (15) in this area. 2. The remaining proposers will receive points as their cost proposal relates to the low cost proposal as displayed in the following table:</p> <table border="1" data-bbox="204 653 1265 842"> <thead> <tr> <th>Cost Proposal - Low Cost Proposal</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>Low Cost Proposal</td> <td>15</td> </tr> <tr> <td>< 2%</td> <td>12</td> </tr> <tr> <td>From 2% to less than 5%</td> <td>9</td> </tr> <tr> <td>From 5% to 10%</td> <td>6</td> </tr> <tr> <td>> 10%</td> <td>3</td> </tr> </tbody> </table>	Cost Proposal - Low Cost Proposal	Points	Low Cost Proposal	15	< 2%	12	From 2% to less than 5%	9	From 5% to 10%	6	> 10%	3	
Cost Proposal - Low Cost Proposal	Points												
Low Cost Proposal	15												
< 2%	12												
From 2% to less than 5%	9												
From 5% to 10%	6												
> 10%	3												
<p>2. MANAGEMENT AREA: PROGRAM MANAGEMENT CONTROLS, PAST PERFORMANCE/RELEVANT EXPERIENCE AND KEY PERSONNEL – Max 35 Points</p>													
<p>The Offeror must explain its method of managing the work to be performed. The content must include, but not necessarily be limited to, the following information.</p> <p>Program Management Controls, the Offeror should provide:</p> <ol style="list-style-type: none"> An organization chart which demonstrates clear and effective lines of authority, responsibility, and communication for management, supervisory, and field personnel. Schedule Management. Discuss Offeror’s approach to schedule management including updating and reporting progress of the work. Quality Control. Discuss Offeror’s quality control plan, processes and approach to ensure that the City receives a quality product. <p>Past Performance/Relevant Experience and Key Personnel</p> <p>In this area, the Offeror should provide at least three references or name contracts demonstrating that it successfully provided services/products that are the same or similar to those required in the RFP. It is recommended that Offeror select from the projects listed in Section 2.5 Minimum Qualifications. The proposal should adequately explain how the projects were completed on schedule and within budget. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions.</p> <ol style="list-style-type: none"> Does the proposal include at least three references or past performance citations? Are the references or past performance citations relevant to the requirements of the Statement of Work of the RFP? Does the Offeror explain how they were successful on the projects provided as past performance? Does the Offeror apply the past performance to the City requirement in such a way as to demonstrate added value due to experience? <p>Key Personnel, Certifications and Industry Experience</p>	<p>5 – Exceptional 4 – Very Good 3 – Satisfactory 2 – Marginal 1 – Unacceptable</p> <p>Rating: _____</p>												



<p>In this section of the Management Area, résumés must be provided for all personnel considered key, as required by the RFP. Résumés do not count toward the page limit. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions. Explain how the key personnel were related to the projects cited as relevant past performance.</p> <ol style="list-style-type: none"> 1. Does the Offeror provide an overview of their key personnel, to include biographies, experience, and any other pertinent information? 2. Do the personnel identified as key personnel demonstrate adequate professional, technical, and management levels to accomplish the work effectively and efficiently? 3. Offeror should identify any industry certifications and years held that it deems relevant to the scope of work. If industry certifications are not held, Offeror should discuss industry experience and years in service to be considered in lieu of professional certifications. <p>COMMENTS:</p>	
<p>3. MINIMUM QUALIFICATIONS AREA – Max 25 Points</p>	
<p>In this section, the proposer should demonstrate they meet the minimum qualifications for the type of work included in the project. The proposer shall specifically include the minimum number of projects identified below in their proposal:</p> <p>List of respondent's experience and background related to commercial irrigation projects of 5 acres or larger, including for municipal, county or state and federal customers. Respondent needs to have completed at least three qualifying projects within the last 5 years.</p> <p>The projects demonstrating those qualifications shall be listed by qualification item and include the year built, the type of work, the employer/owners name and contact information, the contract amount, and the work location for each project.</p> <p>COMMENTS:</p>	<p>5 – Exceptional 4 – Very Good 3 – Satisfactory 2 – Marginal 1 – Unacceptable</p> <p>Rating: ____</p>
<p>4. PROJECT APPROACH AREA – Max 20 Points</p>	
<p>The Offeror must explain its overall approach to irrigation projects, considering the scope of work or statement of work provided. The content must include, but not necessarily be limited to, the following information.</p> <p>Project Approach</p> <p>The Offeror should clearly present proposed solutions and indicate that it has performed adequate planning to accomplish project tasks as defined in the Statement of Work. Innovations, efficiencies, and detailed specifics are all encouraged.</p> <p>The Offeror must at least address the following areas:</p> <ol style="list-style-type: none"> 1. Discuss your past experience with irrigation projects and how this affects your approach to the work. Discuss your experience with the various types of equipment included in the project plans. 2. Coordination with other contractors. Awardees may be required to work with Colorado Springs Utilities, other City contractors performing services or construction in or around the worksite and potentially with private utility stakeholders. Discuss Offeror's 	<p>5 – Exceptional 4 – Very Good 3 – Satisfactory 2 – Marginal 1 – Unacceptable</p> <p>Rating: ____</p>



<p>understanding of the key utility stakeholders and how Offeror will coordinate with them and with the City Project Manager.</p> <p>3. Safety. Discuss Offeror's approach and commitment to safety for both construction workers and the public traveling through the construction site.</p>	
<p>5. PROPOSAL PRESENTATION – Max 5 Points</p> <p>Presentation is an important factor. Offerors should provide a highly professional product, which is complete, accurate, easily understood, and effectively presented.</p> <p>COMMENTS:</p>	<p>5 – Exceptional 4 – Very Good 3 – Satisfactory 2 – Marginal 1 – Unacceptable</p> <p>Rating: _____</p>
<p>EXCEPTIONS PROPOSED</p> <p>What (if any) exceptions (redlines to our terms and conditions) were proposed? Are they acceptable?</p> <p>COMMENTS:</p>	<p>Pass/Fail</p>
<p>INSURANCE REQUIREMENTS</p> <p>Does the Offeror meet all insurance requirements?</p>	<p>Pass/Fail</p>
<p>TOTAL SCORE – Add Evaluation Scores from Sections 1-5. The sum is the total score (Maximum Score = 100):</p>	<p>Total Score:</p>

Overall Proposal **Strengths:**

Overall Proposal **Weaknesses:**



EXHIBIT 6 – SAMPLE BONDS

CITY OF COLORADO SPRINGS PERFORMANCE BOND

1. KNOW BY ALL MEN BY THESE PRESENTS, THAT

(Name)

(Address)

As Principal, hereinafter called “Principal,” and

(SURETY Name)

(SURETY Address)

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

And AUTHORIZED TO DO BUSINESS IN THE STATE OF COLORADO, as Surety, hereinafter called “Surety,” are held firmly bound to the CITY OF COLORADO SPRINGS, COLORADO as Obligee, hereinafter called “Obligee,” in the sum of WRITTEN DOLLAR AMOUNT (\$x,xxx,xxx.xx Dollars) lawful money of the United States of America, 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 XX day of XX, 2023 for the following project: Project Name Contract # C0XXXX, which contract is by reference made a part hereof, and referred to as “Contract.”
3. NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the Principal shall promptly and faithfully perform all terms, conditions and other obligations of the Contract, and any modifications or extensions thereof granted by the Obligee, then this obligation shall be null and void: otherwise, this obligation shall remain in full force and effect.
4. The Surety for value received agrees that no extension of time, change in, addition to, or other alteration or modification of the terms, conditions or obligations of the Contract or work to be performed thereunder, or any forbearance on the part of either the Obligee or the Principal to the other shall in any way release or affect the liability or obligation of this Bond, and the Surety hereby waives notice of any such extension of time, change, addition, modification, alteration or forbearance.



Page Two (2) of Performance Bond
Signed and Sealed on the dates set forth below:

_____	FOR: _____
(Witness)	(PRINCIPAL'S Name)
	BY: _____
	ITS: _____
_____	This ____ Day of _____, 2023
(Seal)	
_____	FOR: _____
(Witness)	FOR: (SURETY'S Name)
	BY: _____
	ITS: _____
_____	This ____ Day of _____, 2023
(Seal)	
Bond #: _____	This Bond <input type="checkbox"/> (is) <input type="checkbox"/> (is not) an SBA Guaranteed Bond.



CITY OF COLORADO SPRINGS LABOR & MATERIAL PAYMENT BOND

1. KNOW BY ALL MEN BY THESE PRESENTS, THAT

(Name)

(Address)

As Principal, hereinafter called "Principal," and

(SURETY Name)

(SURETY Address)

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

And AUTHORIZED TO DO BUSINESS IN THE STATE OF COLORADO, as Surety, hereinafter called "Surety," are held firmly bound to the CITY OF COLORADO SPRINGS, COLORADO as Obligee, hereinafter called "Obligee," in the sum of WRITTEN DOLLAR AMOUNT (\$x,xxx,xxx.xx Dollars) lawful money of the United States of America 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 XX day of XX, 2023 for the following project: Project Name Contract # C0XXXX, which contract is by reference made a part hereof, and referred to as "Contract."
3. NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the Principal shall promptly make payments of all amounts lawfully due to all persons supplying or furnishing the Principal or the Principals subcontractors with labor, materials, rental machinery, tools or equipment used or performed in the prosecution of the work provided for in the Contract; and if the Principal shall indemnify and save harmless the Obligee to the extent of any payments in connection with the carrying out of the Contract which the Obligee may be required to pay under the law, all in accord with Colorado State Law, Section 38-26-105 C.R.S., then this obligation shall be null and void; otherwise this obligation shall remain in full force and effect.

AND FURTHER, should the Principal or the Principal's subcontractors fail to duly pay for any labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by the Principal or the Principal's subcontractors in the performance of the work contracted to be done, or fails to pay any person who supplies rental machinery, tools or equipment, all amounts due as the result of the use of such machinery, tools, or equipment, in the prosecution of the work under the Contract, the Surety shall pay the



same in an amount not exceeding the sum specified in this Bond together with interest at the rate of eight percent per annum, in accordance with Colorado State Law, Section 38-26-106 C.R.S.

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

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



Page Two (2) of Labor and Material Payment Bond
Signed and Sealed on the dates set forth below:

_____	FOR: _____
(Witness)	(PRINCIPAL'S Name)
	BY: _____
	ITS: _____
_____	This ____ Day of _____, 2023
(Seal)	
_____	FOR: _____
(Witness)	FOR: (SURETY'S Name)
	BY: _____
	ITS: _____
_____	This ____ Day of _____, 2023
(Seal)	
Bond #: _____	This Bond <input type="checkbox"/> (is) <input type="checkbox"/> (is not) an SBA Guaranteed Bond.



CITY OF COLORADO SPRINGS MAINTENANCE BOND

1. KNOW BY ALL MEN BY THESE PRESENTS, THAT

(Name)

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

(SURETY Name)

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

And AUTHORIZED TO DO BUSINESS IN THE STATE OF COLORADO, as Surety, hereinafter called "Surety," are held firmly bound to the CITY OF COLORADO SPRINGS, COLORADO as Obligee, hereinafter called "Obligee," in the sum of WRITTEN DOLLAR AMOUNT (\$x,xxx,xxx.xx Dollars) lawful money of the United States of America 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 XX day of XX, 2023 for the following project: Project Name Contract # C0XXXX, which contract is by reference made a part hereof, and referred to as "Contract."
3. NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the Principal shall promptly, properly and without cost to Obligee perform all maintenance and other guarantee obligations under the terms of the Contract, including any modifications or extensions thereof granted by the Obligee, for a period of TWO (2) year(s) from the date of final payment upon the Contract by the Obligee, and in the case of each correction or repair, during a period of ONE (1) year after the date of said correction or repair or for the remaining period of years set forth herein, whichever is longer, then this obligation shall be null and void; otherwise this obligation shall remain in full force and effect.
4. The Surety for value received agrees that no extension of time, change in, addition to, or other alteration or modification of the terms, conditions or obligations of the Contract or work to be performed thereunder, or any forbearance on the part of either the Obligee or the Principal to the other shall in any way release or affect the liability or obligation of this Bond, and the Surety hereby waives notice of any such extension of time, change, addition, modification, alteration or forbearance.



Page Two (2) of Maintenance Bond
Signed and Sealed on the dates set forth below:

_____	FOR: _____
(Witness)	(PRINCIPAL'S Name)
	BY: _____
	ITS: _____
_____	This ____ Day of _____, 2023
(Seal)	
_____	FOR: _____
(Witness)	FOR: (SURETY'S Name)
	BY: _____
	ITS: _____
_____	This ____ Day of _____, 2023
(Seal)	
Bond #: _____	This Bond <input type="checkbox"/> (is) <input type="checkbox"/> (is not) an SBA Guaranteed Bond.



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



SCHEDULES

Schedule A	Bid Tab
Schedule B	General Construction Terms and Conditions
Schedule C	Federal Clauses
Schedule D	Federal Certifications
Schedule E	Scope of Work
Schedule F	Standard Irrigation Details
Schedule G	Irrigation Plans
Schedule H	Measurement and Payment
Schedule I	Minimum Insurance Requirements
Schedule J	Notification of Utilities



SCHEDULE A – BID TAB

PLEASE COMPLETE EXCEL SPREADSHEET AND SUBMIT WITH YOUR PROPOSAL



SCHEDULE B – GENERAL CONSTRUCTION TERMS AND CONDITIONS

SECTION 100 DEFINITIONS AND TERMS

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

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

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

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

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

City The City of Colorado Springs, Colorado.

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

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

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

Engineer An engineer of the City of Colorado Springs.



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

SECTION 101 CONTRACT DOCUMENT INTERPRETATION

101.00 INTENT OF CONTRACT DOCUMENTS

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



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

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

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

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

101.01 SPECIAL PROVISIONS, SPECIAL SPECIFICATIONS

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

101.02 STANDARD MANUFACTURER

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

101.03 "OR EQUAL" CLAUSE

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

SECTION 102 COMPLIANCE WITH LAWS



102.00 PUBLIC IMPROVEMENT ASSESSMENT

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

102.01 ALL LEGAL PROVISIONS INCLUDED

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

102.02 LICENSES AND PERMITS

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

SECTION 103 AWARD AND EXECUTION OF CONTRACT

103.00 CONTRACT EXECUTED

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

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

Each Bond shall have an original Power of Attorney attached. The Contractor shall provide compensation insurance and public liability and property damage insurance as outlined in the Contract. The costs of executing the bonds, Contract, and insurance, including all notaries' fees and expense, are to be paid by the Contractor to whom the Contract is awarded. Bonds shall be furnished on forms prepared by the City. Copies of the City's Bond Forms are included in the Exhibits Section of the Request for Proposal, if applicable.



103.01 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.

103.02 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, as determined in the City's sole and absolute discretion, 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.

103.03 INDEPENDENT CONTRACTOR

In the performance of the Contractor's obligations under this Contract, it is understood, acknowledged and agreed between the parties that the Contractor is at all times acting and performing as an Independent Contractor, and the City shall neither have nor exercise any control or direction over the manner and means by which the Contractor performs the Contractor's obligations under this Contract, except as otherwise stated within the Contract terms. The City shall not provide any direction to the Contractor on the work necessary to complete the Project. Contractor understands that it is an independent contractor responsible for knowing how to perform all work or tasks necessary to complete Project. The Contractor understands and agrees that the Contractor and the Contractor's employees, agents, servants, or other personnel are not City employees. The Contractor shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits or any other form of compensation or benefit to the Contractor or any of the Contractor's employees, agents, servants or other personnel performing services or work under this Contract, whether it 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 104 THE CONTRACT: FOLLOWING EXECUTION

104.00 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.

104.01 SCHEDULE



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

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

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

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

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

1. **Feature:** Name of the feature;
2. **Responsibility:** Contractor, subcontractor, supplier, utility, etc. responsible for the feature;
3. **Procedures:** Procedures to be used to complete the work. The procedure to be used shall include general information regarding methods such as forming, excavation, pouring, heating and curing, backfill and embankment, trenching, protecting the work, etc. When separate or different procedures are to be



employed by the Contractor due to seasonal or Project phasing requirements, such differing procedures shall be described in the procedure statement;

4. Production Rates: The planned quantity of work per day for each feature;
5. Labor Force: The labor force planned to do the work;
6. Equipment: The number, types, and capacities of equipment planned to do the work;
7. Work Times: The planned time for the work to include:
 - (a) number of work days per week
 - (b) number of shifts per day
 - (c) number of hours per shift

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

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

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

Construction activity duration shall not exceed 15 Calendar Days unless approved by the Project Manager. Series of activities that have aggregate durations of five Calendar Days or less may be grouped in a single activity. For example, "form, reinforce, and pour pier" could be defined as a single activity rather than three. Single activities or a series of grouped activities of at least one Calendar Day duration may also need to be included in the Project Schedule as determined by the Project Manager (e.g. same activities but noted separately by location).

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

1. 90-Day Schedule. The 90-Day Schedule shall provide all necessary detail for procurement, construction and submittal activities required during the first 90 days of the Period of Performance. This submittal shall include a Time Scaled Logic Diagram.
2. Project Schedule, as described above.
The Project Schedule shall cover the entire Period of Performance.
3. Schedule Updates. The Contractor shall update the 90-Day Schedule or the Project Schedule to reflect actual construction progress of all work activities on the project. Updates shall show the previous 30 days progress and a 60-day



projection for all work started, completed, or in progress during this three month window.

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

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

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

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

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

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

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

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



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

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

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

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

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

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



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

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

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

104.02 SCHEDULE OF VALUES

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

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

104.03 SURVEYS

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

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

104.04 SUBCONTRACTS

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



total cost of proposal items before computing the amount of work required to be performed by the Contractor.

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

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

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

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

104.05 OTHER CONTRACTS

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

SECTION 105 CONSTRUCTION SITE

105.00 LANDS TO BE USED FOR WORK

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



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

105.01 STORAGE OF MATERIALS

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

105.02 LOADING OF STRUCTURES

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

105.03 SANITARY PROVISIONS

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

105.04 ACCIDENT PREVENTION

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

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

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



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

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

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

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

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

105.05 PROTECTION OF THE PUBLIC WORKS AND PROPERTY

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

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

The Contractor will be responsible for any and all damage to property, public or private, that may be caused by its operations in the performance of this Contract, and the Contractor shall defend any suit that may be brought against itself or the City on account of damage inflicted by its operations, and shall pay any judgments awarded to cover such damage and shall indemnify the City for any losses arising out of such damage or related claims.

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

105.06 PUBLIC ROADS

The Contractor in executing the work on this Project shall not unnecessarily impede or interfere with traffic on public highways or streets. Detours, including surfacing, guard rails, temporary



bridges and culverts, as may be shown on the drawings, or ordered by the Project Manager to accommodate the general public, residents adjacent to the improvements, and the United States mail shall be provided and maintained by the Contractor in a good workmanlike manner. Any call out of City Barricade Crews shall be charged to and paid for by the Contractor.

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

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

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

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

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

105.07 PROTECTION OF EXISTING CURBS, GUTTERS AND DRIVEWAYS

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

105.08 PROTECTING AND REMOVING PLANTINGS

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

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

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



105.09 PUBLIC CONVENIENCE AND SAFETY

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

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

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

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

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

105.10 FAILURE TO MAINTAIN SAFE SITE

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

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



105.11 EROSION AND DRAINAGE CONTROL

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

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

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

105.12 POLLUTION

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

105.13 TEMPORARY CONSTRUCTION

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

105.14 TEMPORARY WATER SUPPLY

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



105.15 TEMPORARY ELECTRICITY

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

105.16 TEMPORARY HEAT

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

105.17 TEMPORARY ENCLOSURES

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

105.18 CLEAN-UP

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

SECTION 106 ROYALTIES, PATENT INFRINGEMENTS, SPECIAL LICENSES AND PERMITS

106.00 ROYALTIES AND PATENTS

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



SECTION 107 WORK PROVISIONS AND RULES

107.00 COMMENCEMENT AND COMPLETION OF WORK

- (a) Preconstruction Conference. After issuance of Notice to Proceed, or as otherwise established by the City, a preconstruction conference (“Preconstruction Conference”) shall be held for review of the construction schedule, Contractor’s written list of subcontractors and suppliers, written list of all required permits, project contracts, utility support plan, water control plan, Traffic Control Supervisor name and telephone number, gradations, test results, certifications, review procedures for handling shop drawings and other submittals, processing applications for payment, and other pertinent items.
- (b) At the Preconstruction Conference, the Contractor shall furnish the Project Manager a written list of all permits required for the proper completion of the Contract. The list shall clearly identify the type of permit or permits that must be obtained before work on any particular phase or phases of work can be started.
- (c) The Contractor shall commence work within ten (10) Calendar Days of the date specified on the Notice to Proceed and complete the Contract within the number of Calendar Days or by the date specified in the proposal form. Unless otherwise noted in the Contract, the number of days are Calendar Days.
- (d) The dates fixed for commencement and completion of the work may be extended by the Project Manager. All requests for extension of time by the Contractor shall be made in writing to the Project Manager and shall set forth the reasons for such requests. The Project Manager may fix the period of extension, if any. In addition, the Project Manager may grant a period of extension upon an execution of a Change Order. Any Project Manager’s decision on extensions of time 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 may 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.

107.01 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 may be subject to a stop work order, as provided in this Contract. In addition, 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

107.02 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 Project Manager.

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

107.03 EXCUSABLE DELAYS

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

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

107.04 COMPENSATION FOR COMPENSABLE DELAYS

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

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



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

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

107.05 EMERGENCY WORK

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

107.06 VALUE ENGINEERING CHANGE PROPOSALS BY THE CONTRACTOR

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

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



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

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

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

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

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

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

1. A statement that the proposal is submitted as a VECP.
2. A description of the difference between the existing Contract and the proposed change, and the advantages and disadvantages of each, including effects on service life, economy of operation, ease of maintenance, desired appearance, safety, and impacts to the traveling public or to the environment during and after construction.
3. A complete set of plans and specifications showing the proposed revisions relative to the original Contract. This portion of the submittal shall include design notes and



construction details. The proposed plans and specifications shall be signed and sealed by the Contractor's engineer.

4. A complete analysis indicating the final estimated costs and quantities to be replaced by the VECP compared to the new costs and quantities generated by the VECP. All costs and proposed unit prices shall be documented by the Contractor.
5. A statement specifying the date by which a Change Order must be executed to obtain the maximum cost reduction during the remainder of the Contract.
6. A statement detailing the effect the VECP will have on the time for completing the Contract.
7. A description of any previous use or testing of the proposed changes and the conditions and results. If the VECP was previously submitted on another City project, the VECP shall indicate the date, Contract number, and the action taken by the City.
8. An estimate of any effects the VECP will have on other costs to the City.
9. A statement of life cycle costs, when appropriate. Life cycle costs will not be considered as part of cost savings but shall be calculated for additional support of the VECP. A discount rate of four percent shall be used for life cycle calculations.
10. A statement specifying when a response from the City is required to avoid delays to the prosecution of the Contract.

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

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



design changes are proposed, the additional information shall include results of field investigations and surveys, design and computations, and changed plan sheets required to develop the design changes.

- (e) *Payment.* If the VECP is accepted, the changes and payment will be authorized by a Change Order. Reimbursement will be made as follows:
1. The changes will be incorporated into the Contract by changes in quantities of unit items, new agreed unit price items, or both, as appropriate, under the Contract.
 2. The Price of the contract will be revised to reflect the changes in the VECP. The City will pay the Contractor 50 percent of the savings to the City upon completion of the Project. The savings to the City shall be the difference between the cost of the revised work and the cost of the related construction required by the original Contract computed at Contract prices.
 3. Costs incurred by the Contractor for development, design, and implementation of the VECPs will not be reimbursed.
 4. When work performed under an approved VECP is modified to fit field or other conditions, the maximum amount paid for the work will be limited to that which would have been paid if the work had been performed under the original Contract provisions. The rejection or limitation of reimbursement shall not constitute the basis of any claim against the City for delay or for other costs except as allowed under the original Contract.

107.07 AUTHORITY OF THE PROJECT MANAGER

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

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

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

107.08 DUTIES OF THE INSPECTOR

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



107.09 CONSTRUCTION OBSERVATION AND INSPECTION

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

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

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

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

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

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

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

107.10 CONTRACTOR COOPERATION

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

(a) Workmen, Methods and Equipment: Permission from the Project Manager to use any particular methods, equipment or appliances shall not be so construed as to relieve the



Contractor from furnishing other equipment or appliances or adopting other methods when those in use prove unsatisfactory to the Project Manager, or as to bind the Project Manager to accept work which does not comply with the Contract.

107.11 CONTRACTOR'S RESPONSIBILITY FOR WORK

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

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

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

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

Contractor shall be liable for any damages, loss, or claims of whatsoever kind caused by its failure to pothole or use other methods of identifying the exact depth, dimensions, and location of any underground utilities or apparatus. Contractor agrees that any claim of any kind whatsoever,



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

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

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

Any information concerning underground utilities shown on the drawings is intended to be merely an aid to the Contractor. The accuracy of information with respect to underground utilities is not guaranteed. The Contractor shall make their own investigation, including exploratory excavations, to determine the locations and type of existing mains or service laterals or appurtenances when their presence can be inferred from the presence of other visible facilities, such as building, manholes, inlets, meters and junction boxes, on or adjacent to the site of the work. If the Contractor discovers utility facilities not identified in the plans or specifications or in a position different from that shown in the plans and specifications, the Contractor shall immediately notify, verbally and in writing, the Project Manager and Owner of the utility facility.

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

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

Where alterations or moving of utilities is not required to permit construction of the project, the Contractor shall take such measures as the Project Manager may direct to properly protect these utilities throughout his construction operations and shall cooperate at all times with the proper



authorities and/or owners in maintaining service of railroads, conduits, pole lines, transmission lines, pipe lines, sewers, etc., affected by this project.

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

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

(a) Existing Utilities

1. Existing Gas Lines: As of April 1, 1983, Federal law requires anyone who uncovers a gas line to report it to the gas company and allow it to be inspected by the gas company personnel before it is backfilled. Colorado Springs Utilities or other provider is to be notified prior to any excavation around gas lines. A Colorado Springs Utilities. or other applicable provider. inspector is to be notified and present on site prior to construction activities around gas lines.
2. Existing Sewer Mains and Services: All relocation, replacement protection shown on the plans or determined necessary by the inspector shall be performed according to the latest Colorado Springs Utilities Wastewater Standard Specifications. Minimum 48 hours' notice must be given to Colorado Springs Utilities prior to any related work.
3. The Contractor shall adjust sanitary sewer manhole rims to an elevation acceptable to Colorado Springs Utilities. The Contractor shall contact Colorado Springs Utilities twenty-four (24) hours prior to manhole rim adjustments.
4. Existing Water Mains and Services: All relocation, replacement or protection shown on the plans or determined necessary by the inspector shall be performed according to the latest Colorado Springs Utilities Water Standard Specifications and the Water Service Standard Specifications. Minimum 48-hour notice must be given to Colorado Springs Utilities prior to any related work. Colorado Springs Utilities reserves the right to schedule any operations at their discretion and to provide for any requirements determined necessary to perform the work. The Contractor shall coordinate with the Colorado Springs Utilities and receive their approval prior to performance of the work.

(b) Utility Support Systems:

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



(c) Electric Utility Installation:

1. Any electric facilities unless otherwise noted are to be relocated or modified by Colorado Springs Utilities. The Contractor shall coordinate the work with Colorado Springs Utilities and Colorado Springs Utilities Contractor.
2. Light Pole Installation or Relocation:
 - i. The Contractor is responsible for coordinating with Colorado Springs Utilities, removing existing light pole foundations, constructing new light pole foundations, installing new conduits, and installing lighting junction boxes. The Contractor is responsible for coordinating with Colorado Springs Utilities for the de-energizing and removal of existing light poles.
 - ii. Colorado Springs Utilities will remove the existing light standards, reset the light standards upon completion of the new foundations, conduit and junction boxes, pulling wire, and beginning operations of the lighting within the project limits. The Contractor is responsible for scheduling and coordination with Colorado Springs Utilities crews for reinstallation and re-energizing completed light poles.

(d) Gas Utilities: The Contractor is responsible for coordinating with Colorado Springs Utilities for the relocation of existing Gas lines. Colorado Springs Utilities will relocate the existing gas lines as necessary to install project improvements within the project limits. The Contractor is responsible for scheduling and coordination with Colorado Springs Utilities crews.

(e) Telecommunication Agencies: Any telephone facilities unless otherwise noted are to be relocated or modified by the respective private utility company. The Contractor shall coordinate the work with the respective private utility company.

(f) Cablevision: The television utilities are to be relocated by the cable provider. The Contractor shall coordinate the work with any affected cable provider.

107.13 FEDERAL FUNDS

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

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



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

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

107.14 SUPERINTENDENCE

The Contractor shall give the work the constant attention necessary to facilitate the progress thereof and shall cooperate with the Project Manager and with other contractors or Colorado Springs Utilities employees in every way possible. The Contractor shall have at all times, on the work, as Contractor's agent, a competent superintendent capable of reading and thoroughly understanding the Plans and Specifications, and who shall have the necessary authority to receive and promptly execute the instructions and orders from the Project Manager or the Project Manager's authorized representative. Such superintendent shall be furnished irrespective of the amount of work sublet. The Contractor shall supply the Project Manager with a list of phone



numbers at which the Contractor and its superintendent and foreman can be reached at any time. The assigned superintendent must adhere to the cooperation requirements specified in this Contract and is subject to removal if so ordered in writing by the Project Manager.

107.15 PREPARATION

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

107.16 STAKING WORK

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

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

107.17 DEVIATION ALLOWED

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

107.18 RIGHT-OF-WAY

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

107.19 SHOP DRAWINGS AND SUBMITTALS



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

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

107.20 RECORD DRAWINGS

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

- 1) Drawings:
 - a) Depths of various elements of foundation in relation to finish floor datum.
 - b) Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements and Project survey control.
 - c) Location of internal utilities and appurtenances concealed in the construction, referenced to permanent surface improvements and project survey control.
 - d) Field changes of dimensions and detail.
 - e) Changes made by Change Order.
 - f) Details not on original Contract drawings.
- 2) Specifications and Addenda:
 - a) Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
 - b) Changes made by Change Order.

107.21 MATERIALS

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

When required by the Specifications, or when called for by the Project Manager, the Contractor shall furnish for approval full information concerning the materials or articles which he contemplates incorporating in the work. Samples of materials shall be submitted for approval



when so directed. Machinery, equipment, materials, and articles installed or used without such approval shall be at the risk of subsequent rejection.

107.22 MATERIAL INSPECTION AT PLANT

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

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

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

107.23 HANDLING MATERIALS

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

107.24 CITY FURNISHED MATERIALS

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

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

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

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

107.25 BUY AMERICA REQUIREMENTS

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



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

107.26 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.

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



- a) Furnish access to the work, materials, equipment and labor required to accommodate inspections and tests when testing laboratory is retained by the City. In the event retesting of materials or recompaction is necessary because of the failure of the materials or compaction to meet the Project requirements, the cost of said retesting shall be borne by the Contractor. Cost of said retest will be deducted from the final payment amount due the Contractor, or invoiced directly to the Contractor at the City's discretion.
- 4) Reliance on Technical Data
- Without warranty or representation as to the accuracy or completeness of any information or data, Contractor may rely upon the general accuracy of the "technical data" contained in the reports, specifications and drawings. The "technical data" is identified in the work technical specifications, drawings and reports that are signed and sealed by a registered Professional Engineer, Architect or Landscape Architect in the State of Colorado. Except for the reliance on the general accuracy of the "technical data," Contractor may not rely upon or make any claim against the City with respect to:
- a) the accuracy or completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 - b) other data, interpretations, opinions, and information contained in the reports or shown or indicated in such drawings; or
 - c) any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

107.27 UNANTICIPATED CIRCUMSTANCES

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

- a) labor (including foreman and additional supervision, if necessary);
- b) materials necessary for incorporation into the Project;
- c) rental cost of construction plant and equipment used for work;
- d) Power and fuel required for operation of power equipment necessary to perform work;
- e) Contractor shall provide to the City physical evidence of all costs, including, but limited to, payroll, invoices, vouchers, estimates, bills, accounting records, or other relevant records. Contractor agrees that its failure to provide evidence of a claimed cost shall be a waiver of such cost(s) and the City shall be released and forever discharged from any claim of any kind whatsoever, loss, damages, request for equitable adjustment, or demand related thereto. Contractor further agrees that, at the City's discretion, a fixed fee, not to exceed 10% of the costs of work shall be added to such costs as compensation for the cost of management, insurance, benefits, bond, profit, and any other expenses.

To the extent unanticipated circumstances arise, Contractor shall follow the procedures and processes set forth herein and, if applicable, the Dispute Resolution provisions of this Contract. Contractor agrees that its failure to follow the processes set forth herein and the Dispute



Resolution process shall forever waive, release, and discharge the City from any claim of any kind whatsoever, damages, losses, lawsuits, or demands known or unknown. Additionally, the terms “detail” or “particularity” mean specificity, providing the exact basis and reason therefor with citations to the Contract or Contract Documents. Vague or ambiguous references such as “other matters” or “other costs” shall not be permitted and are not subject to any compensation method whatsoever.

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

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

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

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



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

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

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

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

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

Changes in Work and Additional/Extra Work (fixed price contract): When additional information through excavation, testing, site investigation, differing site conditions, or otherwise is obtained the City shall have the right to alter, change the location, re-design, change the work, add to the



work, accelerate work, or reduce work, change the method or manner of performance, change services, and/or change materials described in the Contract (collectively “Changed Work”).

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

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

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

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

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

107.28 DISPUTE RESOLUTION

Mindful of the high cost of litigation, not only in dollars, but also in time and energy, the parties intend to and do hereby establish the following out-of-court alternate dispute resolution procedure to be followed in the event any dispute, claim of any kind, loss, damage, demand, request for equitable adjustment, or controversy should arise out of, or relating to this Contract or relating to any Change Order or other changes or addendums to this Contract. During the dispute resolution



procedure provided in this section, Contract shall continue to perform the work as provided for in this Contract as modified by any Change Order or Contract amendment. Nothing in this section precludes the parties from pursuing any other remedy afforded by the laws of the State of Colorado once the remedies afforded under this Contract have been complied with and exhausted.

W. Disputes Arising from Unanticipated Circumstances: If Contractor disputes, disagrees with, or considers any decision, order, ruling, demand, request, directive, Change Order, or Contract amendment, related to the Unanticipated Circumstances provision of this Contract, and issued by the City, whether verbally or in writing, then Contractor shall:

1. Within 10 days of the City issuing any written or verbal decision, order, ruling, demand, request, directive, Change Order, or Contract amendment, Contractor shall provide written notice to the Project Manager identifying, with specific detail, each disputed matter. Any Unanticipated Circumstance dispute or matter of any kind or nature whatsoever, which Contractor does not identify in detail shall be waived and the City is released and fully discharged from any claim whatsoever, loss, damage, request for equitable adjustment, or demand arising from any matter not explicitly set forth in the written notice and described in detail;
2. Contractor shall provide to the City all evidence of any claim of whatsoever kind, loss, damages, delay cost, or other costs, including, but not limited to payroll reports, daily logs, invoices, accounting file, receipts, email, or other relevant record or document. Any item claimed by Contractor shall be supported by verifiable evidence described herein. If Contractor requires additional time to obtain or compile such evidence, then the Contractor shall have an additional 30 days, but must identify the exact document(s) or other evidence needed, where it is maintained, and explain why it is not available. The City shall not be responsible for any delay or other damage arising from Contractor's request for additional time to obtain documents. Any item unsupported by verifiable evidence shall be waived and Contractor agrees to release and fully discharge the City from any claim of whatsoever kind, loss, damage, request for equitable adjustment, or demand related to such unsupported item.
3. Upon receipt of Contractor's written notice, the Project Manager will investigate the disputed matter(s) and issue a written decision, ruling, order, and/or directive to Contractor. If Contractor does not dispute the Project Manager's decision, ruling, order, or directive, or a compromise has been reached, then Contractor shall sign Form A. If Contractor disputes or disagrees with the Project Manager's Ruling, then within 20 days of receiving the Project Manager's decision, ruling, order, and/or directive, Contractor must file with the City a written request for review to the City Engineer or City's Manager of the Procurement Services Division. The written request for review shall (a) state in detail the exact issue raised to the Project Manager and the issue(s) related to those matters raised to be reviewed by the City Engineer or Procurement Services Manager; (b) provide an analysis, detailing the basis, reason therefor and the how and why Contractor disagrees with the Project Manager's decision, ruling, order, or directive; and (c) attach all evidence supporting Contractor's dispute. If Contractor fails to provide a timely written request for review to the City Engineer or Procurement Services Manager, then Contractor agrees that it waives, releases, and forever discharges the City from any claim of whatsoever kind, loss, damage, request for equitable adjustment, or demand arising from or related to the Project Manager's decision, ruling, order, or directive.
4. The City Engineer's or Procurement Services Manager's decision shall be final and conclusive for the City of Colorado Springs. If Contractor disputes, disagrees with, or



considers such decision unfair, then Contractor shall be free to pursue any other remedy afforded by the laws of the State of Colorado. If Contractor does not dispute the City Engineer's or Procurement Services Manager's decision, ruling, order, or directive or a compromise is reached, then Contractor shall sign Form A.

5. Contractor shall pay the City reasonable attorney's fees and costs associated with its failure to comply with any part of this alternate dispute process.

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

107.29 REMOVAL AND SUSPENSION FOR DEFECTIVE WORK

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

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

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

107.30 CLEANING UP AND FINAL INSPECTION

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

All sewers, conduits, pipes, and appurtenances and all tanks, pump wells, chambers, buildings, and other structures shall be kept clean during construction and as the work or any part thereof approaches completion, the Contractor shall systematically and thoroughly clean and make any



needed repairs to them. Contractor shall furnish at Contractor's own expense, suitable tools and labor for removing all water and cleaning out all dirt, mortar, and foreign substances. Any undue leakage of water into the structures such as to make the work, in the opinion of the Project Manager, fall short of first class work, shall be promptly corrected by the Contractor at Contractor's own expense.

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

107.31 CUTTING AND PATCHING

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

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

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

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

107.32 FINAL TESTS

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

107.33 CORRECTION OF WORK AFTER FINAL PAYMENT

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

107.34 NO WAIVER OF LEGAL RIGHTS

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



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

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

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

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

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

107.35 ACCEPTANCE

- (a) *Partial Acceptance.* If, during the performance of the project, the Contractor satisfactorily completes a unit or portion of the Project, such as a structure, an interchange, or a section of



road or pavement that can be used advantageously for traffic, the Project Manager may make final inspection of that unit. If the Project Manager finds that the unit has been satisfactorily completed in compliance with the Contract, the Contractor may be relieved of further responsibility for that unit except as otherwise provided in these general provisions. Partial acceptance shall not void or alter any of the terms of the Contract.

- (b) *Final Acceptance*. Upon notice from the Contractor of presumptive completion of the entire Project, the Project Manager will make an inspection. If the work provided for by the Contract has been satisfactorily completed, that inspection shall constitute the final inspection and the Project Manager will notify the Contractor in writing of final acceptance indicating the date on which the Project was inspected and accepted.

If the inspection discloses any unsatisfactory work, the Project Manager will give the Contractor a written list of the work needing correction. Upon correction of the work, another inspection will be made. If the work has been satisfactorily completed, the Project Manager will notify the Contractor in writing of the date of final inspection and acceptance. Final acceptance under this subsection does not waive any legal rights contained in the No Waiver of Legal Rights section of this Contract.

SECTION 108 PAYMENTS AND ACCEPTANCE OF WORK

108.00 PAYMENTS AND RETAINAGE

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

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

- (1) If the Contract exceeds one hundred fifty thousand dollars (\$150,000.00), and is for the construction, alteration, or repair of any highway, public work, or public improvement, structure, and the Contractor has provided Performance and Payment Bonds: the City shall authorize partial progress payments of the amount due under this Contract monthly, or as soon thereafter as practicable, to the Contractor, if the Contractor is satisfactorily performing



the Contract. If the City finds that satisfactory progress is being achieved during any period for which progress is to be made, the City may authorize payment to be made in full without withholding retainage. However, if satisfactory progress has not been made, the City may retain a maximum of ten percent (10%) of the amount of the requested payment until satisfactory progress is achieved. When the work is substantially complete, the City may retain from the remaining unpaid balance that amount the City Procurement Services Manager, at the advice of the Project Manager, considers adequate for protection of the City, suppliers, subcontractors, laborers, vendors, etc., provided that such retainage shall not exceed five percent (5%) of the amount due, and shall release to the Contractor all the remaining funds associated with completed and acceptable work.

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

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

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

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



108.01 PAYMENTS WITHHELD PRIOR TO FINAL ACCEPTANCE OF WORK

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

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

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

108.02 ACCEPTANCE OF FINAL PAYMENT

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

Upon completion of the work under the Contract and before the Contractor will receive or be paid for the Project Manager's final statement, the City Procurement Services Division shall post a notice in the Colorado Springs Gazette that the City has accepted such work as completed according to the Plans and Specifications and rules set forth in the Contract; that the Contractor is entitled to final settlement; that after the date specified in the Notice, the City will pay the full balance due under the Contract; and that persons having claims for labor or material furnished the Contractor must present their claim to the City Procurement Services Division prior to the date specified for such payment. Nothing herein shall be construed as relieving the Contractor and the Sureties on the Contractor's bonds from any claim or claims for work or labor done or materials or supplies furnished in the execution of the Contract.

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

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



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



SCHEDULE C – FEDERAL CLAUSES

EQUAL EMPLOYMENT OPPORTUNITY

To view the City of Colorado Springs EEOP (Equal Employment Opportunity Plan) Utilization Report, the link is www.coloradosprings.gov/eeop.

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, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. 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 considerations for employment without regard to race, color, religion, sex, or national origin.

C. 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 to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. 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.

E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, 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 procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and 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 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 administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

H. Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

I. Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.

J. Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.

K. Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings. [43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997]

2. EQUAL EMPLOYMENT OPPORTUNITY REPORTS AND OTHER REQUIRED INFORMATION

A. Requirements for prime contractors and subcontractors.

1. Each prime contractor and subcontractor shall file annually, on or before the September 30, complete and accurate reports on Standard Form 100 (EEO-1) promulgated jointly by the Office of Federal Contract Compliance Programs, the Equal Employment Opportunity Commission and Plans for Progress or such form as may hereafter be promulgated in its place if such prime contractor or subcontractor (i) is not exempt from the provisions of these regulations in accordance with § 60-1.5; (ii) has 50 or more employees; (iii) is a prime contractor or first tier subcontractor; and (iv) has a contract, subcontract or purchase order amounting to \$50,000 or more or serves as a depository of Government funds in any amount, or is a financial institution which is an issuing and paying agent for U.S. savings bonds and savings notes: *Provided*, That any subcontractor below the first tier which performs construction work at the site of construction shall be required to file such a report if it meets requirements of paragraphs (a)(1) (i), (ii), and (iv) of this section.

2. Each person required by § 60-1.7(a)(1) to submit reports shall file such a report with the contracting or administering agency within 30 days after the award to him of a contract or subcontract, unless such person has submitted such a report within 12 months preceding the date of the award. Subsequent reports shall be submitted annually in



accordance with § 60-1.7(a)(1), or at such other intervals as the Deputy Assistant Secretary may require. The Deputy Assistant Secretary may extend the time for filing any report.

3. The Deputy Assistant Secretary or the applicant, on their own motions, may require a contractor to keep employment or other records and to furnish, in the form requested, within reasonable limits, such information as the Deputy Assistant Secretary or the applicant deems necessary for the administration of the order.

4. Failure to file timely, complete and accurate reports as required constitutes noncompliance with the prime contractor's or subcontractor's obligations under the equal opportunity clause and is ground for the imposition by the Deputy Assistant Secretary, an applicant, prime contractor or subcontractor, of any sanctions as authorized by the order and the regulations in this part.

B. Requirements for bidders or prospective contractors—

1. *Certification of compliance with Part 60-2: Affirmative Action Programs.* Each agency shall require each bidder or prospective prime contractor and proposed subcontractor, where appropriate, to state in the bid or in writing at the outset of negotiations for the contract: (i) Whether it has developed and has on file at each establishment affirmative action programs pursuant to Part 60-2 of this chapter; (ii) whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; (iii) whether it has filed with the Joint Reporting Committee, the Deputy Assistant Secretary or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements.

2. *Additional information.* A bidder or prospective prime contractor or proposed subcontractor shall be required to submit such information as the Deputy Assistant Secretary requests prior to the award of the contract or subcontract. When a determination has been made to award the contract or subcontract to a specific contractor, such contractor shall be required, prior to award, or after the award, or both, to furnish such other information as the applicant or the Deputy Assistant Secretary requests.

C. *Use of reports.* Reports filed pursuant to this section shall be used only in connection with the administration of the order, the Civil Rights Act of 1964, or in furtherance of the purposes of the order and said Act.[43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997]

3. CONSTRUCTION WAGE RATE REQUIREMENTS (DAVIS BACON) (From FAR 52.222-6)

The term “Contracting Officer” herein shall refer to the City of Colorado Springs Contracting Specialist assigned to this contract.

A. Definition.-“Site of the work”-

1. Means-



- a. *The primary site of the work.* The physical place or places where the construction called for in the contract will remain when work on it is completed.
 - b. *The secondary site of the work, if any.* Any other site where a significant portion of the building or work is constructed, provided that such site is-
 1. Located in the United States; and
 2. Established specifically for the performance of the contract or project;
2. Except as provided in paragraph (3) of this definition, includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided-
- a. They are dedicated exclusively, or nearly so, to performance of the contract or project; and
 - b. They are adjacent or virtually adjacent to the “primary site of the work” as defined in paragraph (a)(1)(i), or the “secondary site of the work” as defined in paragraph (a)(1)(ii) of this definition;
3. Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular Federal contract or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the Project site, are not included in the “site of the work.” Such permanent, previously established facilities are not a part of the “site of the work” even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of a contract.

B. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the contract was performed at that site and shall be incorporated without any adjustment in contract price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Construction Wage Rate Requirements statute on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (e) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.



Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this clause) and the Construction Wage Rate Requirements (Davis-Bacon Act) poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the primary site of the work and the secondary site of the work, if any, in a prominent and accessible place where it can be easily seen by the workers.

C. The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination.
2. The classification is utilized in the area by the construction industry.
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the:

Wage and Hour Division
Employment Standards of Administration
U.S. Department of Labor
Washington, DC 20210

The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.



The wage rate (including fringe benefits, where appropriate) determined pursuant to paragraphs (c)(2) and (c)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

D. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

E. If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Construction Wage Rate Requirements statute have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. CONTRACT WORK HOURS AND SAFETY STANDARDS (from FAR 52.222-4)

The term "Contracting Officer" herein shall refer to the City of Colorado Springs Contracting Specialist assigned to this contract.

The term "Government" herein shall refer to the City of Colorado Springs and any interested federal or state entity.

A. *Overtime requirements.* No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

B. *Violation; liability for unpaid wages; liquidated damages.* The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards statute (found at 40 U.S.C. chapter 37).

C. *Withholding for unpaid wages and liquidated damages.* The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards statute

D. Payrolls and basic records.



1. The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Construction Wage Rate Requirements statute.

2. The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

E. *Subcontracts*. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts that may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

5. CLEAN AIR ACT

By signing this Contract, the Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Further, the Contractor agrees to include this clause in all subcontracts in excess of \$150,000.

6. DEBARMENT AND SUSPENSION

By signing this Contract, the Contractor certifies to the best of its knowledge and belief that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

B. Have not within a three year period preceding this proposal 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, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and



D. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

7. BYRD ANTI-LOBBYING AMENDMENT

By signing this Contract, the Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Further, the Contractor certifies that it has not engaged in lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. The Contractor must require the same certification from all subcontractors with subcontracts valued in excess of \$100,000 under this Contract.

8. SMALL BUSINESS REQUIREMENTS

The Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Affirmative steps must include:

A. Placing qualified small and minority businesses and women's business enterprises on subcontract solicitation lists.

B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources for subcontracting.

C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.

D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.

E. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

9. PROCUREMENT OF RECOVERED MATERIALS

The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.



10. ANTI-KICKBACK PROCEDURES

A. Definitions.

1. "Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.
2. "Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.
3. "Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.
4. "Prime Contractor" as used in this clause, means a person who has entered into a prime contract with the United States.
5. "Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.
6. "Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.
7. "Subcontractor," as used in this clause,
 - a. Means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and
 - b. Includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.
8. "Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

B. The 41 U.S.C. chapter 87, Kickbacks, prohibits any person from --

1. Providing or attempting to provide or offering to provide any kickback;
2. Soliciting, accepting, or attempting to accept any kickback; or
3. Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.



C. The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Attorney General.

The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

The Contracting Officer may

1. offset the amount of the kickback against any monies owed by the United States under the prime contract and/or
2. direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$150,000.

11. ENERGY EFFICIENCY IN ENERGY CONSUMING PRODUCTS

A. Definition. As used in this clause--

1. "Energy-efficient product"—
 - a. Means a product that—
 - i. Meets Department of Energy and Environmental Protection Agency criteria for use of the Energy Star trademark label; or
 - ii. Is in the upper 25 percent of efficiency for all similar products as designated by the Department of Energy's Federal Energy Management Program.
2. The term "product" does not include any energy-consuming product or system designed or procured for combat or combat-related missions (42 U.S.C. 8259b).



B. The Contractor shall ensure that energy-consuming products are energy efficient products (i.e., ENERGY STAR® products or FEMP-designated products) at the time of contract award, for products that are—

1. Delivered.
2. Acquired by the Contractor for use in performing services at a Federally controlled facility.
3. Furnished by the Contractor for use by the Government.
4. Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.

C. The requirements of paragraph (b) apply to the Contractor (including any subcontractor) unless:

1. The energy-consuming product is not listed in the ENERGY STAR® Program or FEMP; or
2. Otherwise approved in writing by the Contracting Officer.

D. Information about these products is available for—

1. ENERGY STAR® at <http://www.energystar.gov/products>; and
2. FEMP at http://www1.eere.energy.gov/femp/procurement/eep_requirements.html.

12. BUY AMERICAN—CONSTRUCTION MATERIALS

A. Definitions. As used in this clause—

1. “Commercially available off-the-shelf (COTS) item”—
 - a. Means any item of supply (including construction material) that is—
 - i. A commercial item (as defined in paragraph (1) of the definition at [FAR 2.101](#));
 - ii. Sold in substantial quantities in the commercial marketplace; and
 - iii. Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
 - b. Does not include bulk cargo, as defined in [46 U.S.C. 40102\(4\)](#), such as agricultural products and petroleum products.
2. “Component” means an article, material, or supply incorporated directly into a construction material.



3. “Construction material” means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

4. “Cost of components” means—

- a. For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- b. For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

5. “Domestic construction material” means—

- a. An unmanufactured construction material mined or produced in the United States;
- b. A construction material manufactured in the United States, if—
 - i. The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.
 - b. The construction material is a COTS item.

6. “Foreign construction material” means a construction material other than a domestic construction material.

7. “United States” means the 50 States, the District of Columbia, and outlying areas.

a. Domestic preference.

- i. This clause implements [41 U.S.C. chapter 83](#), Buy American, by providing a preference for domestic construction material. In accordance with [41 U.S.C. 1907](#), the component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR [12.505\(a\)\(2\)](#)). The Contractor shall use only domestic construction



material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

ii. This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

b. The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that—

i. The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

ii. The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or

iii. The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

8. Request for determination of inapplicability of the Buy American statute.

a. Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including—

i. A description of the foreign and domestic construction materials

ii. Unit of measure

iii. Quantity

iv. Price

v. Time of delivery or availability

vi. Location of the construction project

vii. Name and address of the proposed supplier

viii. A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

b. A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the



determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON

Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
Item 1:			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
Item 2:			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]

13. INFRASTRUCTURE INVESTMENT AND JOBS ACT, BUILD AMERICA, BUY AMERICA

THIS SECTION ONLY APPLIES TO PROJECTS THAT HAVE A TOTAL COST OF \$250,000 OR MORE AND THAT INCLUDE THE USE OF IRON OR STEEL.

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this Agreement may be used for a project for infrastructure unless:



A. All iron and steel used in the PROJECT are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

B. All manufactured products used in the PROJECT are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

C. All construction materials (excludes cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives) are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

D. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

E. Definitions:

“Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives 46—that is or consists primarily of:

1. Non-ferrous metals
2. Plastic and polymer-based products (including polyvinyl/chloride, composite building materials, and polymers used in fiber optic cables)
3. Glass (including optic glass)
4. Lumber; or drywall

F. Subrecipient Agreements

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act (BABAA) shall file the required certification to the City with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by the federal awarding agency. Contractors



and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that do not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to City who in turn will forward the disclosures to the federal awarding agency; subrecipients will forward disclosures to the City, who will in turn forward the disclosures to the federal awarding agency.



**SCHEDULE D – FEDERAL CERTIFICATIONS
FOLLOWS THIS PAGE**

Please complete and sign each form and return with your proposal.



CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The undersigned duly authorized official of the proposer certifies to the best of its knowledge and belief, that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

B. Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements or receiving stolen property.

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (B) of this certification; and

D. Have not within a three-year period preceding this application/proposal had one or more public transaction (federal, state or local) terminated for cause or default.

E. Are not on the Comptroller General's List of Ineligible Bidders or any similar list maintained by any other governmental entity.

Where the proposer is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

(Check One)

I DO CERTIFY (____)

I DO NOT CERTIFY (____)

Date: _____

Signature: _____

Title: _____



RESTRICTIONS ON LOBBYING CERTIFICATION

Pursuant to United States Public Law 101-121, Section 319, the undersigned duly authorized official of the proposer hereby certifies, to the best of her/his knowledge and belief, that:

1. No Federal appropriated funds have paid or will be paid, by or on behalf of the undersigned, to any person for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person or agency for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit a Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned duly authorized official shall require and ensure that the language of this certification be included in any award documents for subcontracts, grants, loans, and cooperative agreements, and that all subcontractors shall so certify and disclose accordingly.

This Certification is a material representation of fact, upon which reliance was placed when this transaction was made or entered into. The submission of this Certification is a prerequisite for making or entering into this transaction, imposed by Title 31 USC Section 1352. Any proposer (person) who fails to file the required certification shall be subject to civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure to file.

Proposer: _____

Signature: _____

Title: _____

Date: _____



NON-COLLUSION AFFIDAVIT

The undersigned duly authorized official of the proposer hereby certifies, to the best of her/his knowledge and belief, that:

1. That I am an officer or employee of the _____ (proposing entity) having the authority to sign on behalf of the corporation, and,
2. That the prices in the attached proposal were arrived at independently by _____ (proposing entity) without collusion, consultation, communication, or any agreement, for the purpose of restricting competition as to any matter relating to such prices with any other proposer or with any other competitor regarding an understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or service described in the RFP/IFB designed to limit independent proposals or competition; and
3. That unless otherwise required by law, the contents and prices contained in the proposal have not been communicated by _____ (proposing entity) or its employees or agents to any person not an employee or agent of _____ (proposing entity), or its surety on any bond furnished with the proposal, and will not be communicated to any such person prior to the official opening of the proposal; and,
4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Proposer: _____

Signature: _____

Title: _____

Date: _____



EQUAL EMPLOYMENT STATUS REPORT

Contractor's Name _____

Street Address _____

City _____ State _____ Zip Code _____

This firm is:

<input type="checkbox"/>	Independently owned and operated
<input type="checkbox"/>	An affiliate parent company
<input type="checkbox"/>	A subsidiary of address
<input type="checkbox"/>	A division City and State

#	Statement	Has	Has Not
1	Developed and has on file an affirmative action program in conformance with 41 CFR 60-2		
2	Participated in any previous contract or subcontract subject to the equal opportunity clause either with the City of any Federal Agency		
3	Filed with the City, or where applicable, joint Reporting Committee, or other Federal Agency, all reports due under the applicable contract(s) or subcontract(s)		
4	Contractor's Equal Employment Opportunity Program been subject to a Federal Equal Opportunity Compliance Review, If so state date of Review: _____		

Signature _____

Date _____

Title _____



BUILD AMERICA, BUY AMERICA (BABAA) (if applicable)

The undersigned certifies, to the best of their knowledge and belief, that:

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for “infrastructure” projects is provided “unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.” Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned certifies that for the _____ (Project Name and Location) _____ the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products purchased with federal financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

“The, _____ [Contractor or Subcontractor] ____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the [Contractor or Subcontractor] understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.”

Signature of [Contractor’s or Subcontractor’s] Authorized Official

Name and Title of [Contractor’s or Subcontractor’s] Authorized Official

Date



SCHEDULE E – SCOPE OF WORK

OVERVIEW

The City of Colorado Springs Parks, Recreation and Cultural Services (PRCS) department is seeking proposals from qualified candidates for the installation of a new, nonpotable water service and new 2-wire irrigation system.

LOCATION: South Monument Valley Park – 190 W. Cache La Poudre

PROJECT TASKS

Furnish all labor, materials, supplies, equipment, tools, and transportation and perform all operations in connection with and reasonably incidental to complete installation of the irrigation system as shown on the drawings and installation details. Items of work specifically included are:

- I. Procurement of any applicable licenses, permits and fees as required by City standards
- II. Coordination of Utility Locations
- III. Connection of electrical power for irrigation control system
- IV. Sleeving for irrigation pipe and wire
- V. Preparation of Record Drawings
- VI. Spring start-up and fall winterization.
- VII. Maintenance period
- VIII. Tree Protection
- IX. Traffic Control
- X. Concrete removal and repair

TIMES FOR RENDERING SERVICES

Notice to Proceed (Anticipated January 2024) – June 30, 2024 with a significant completion date of May 25, 2024.

SUPPLEMENTAL BID NOTES

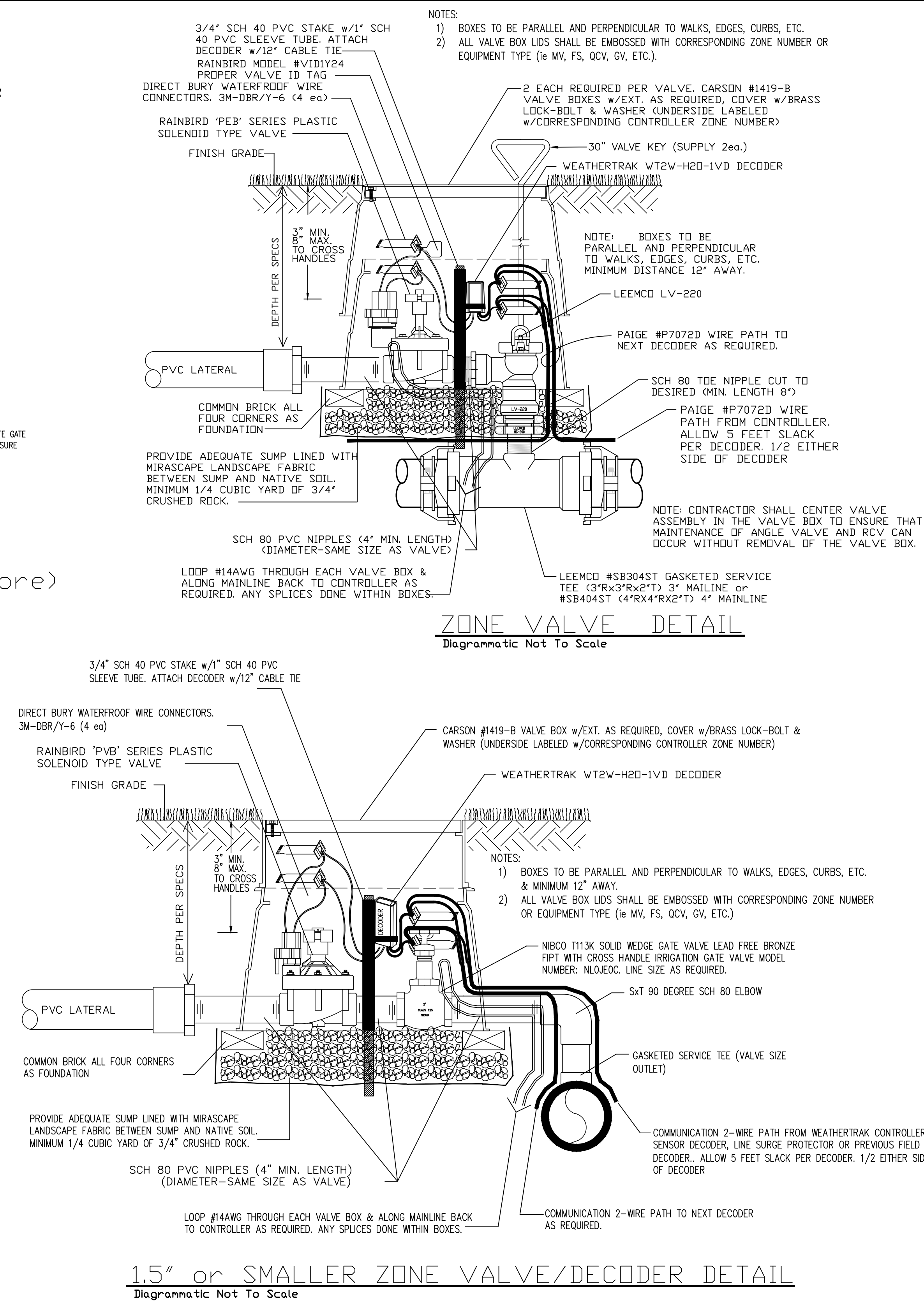
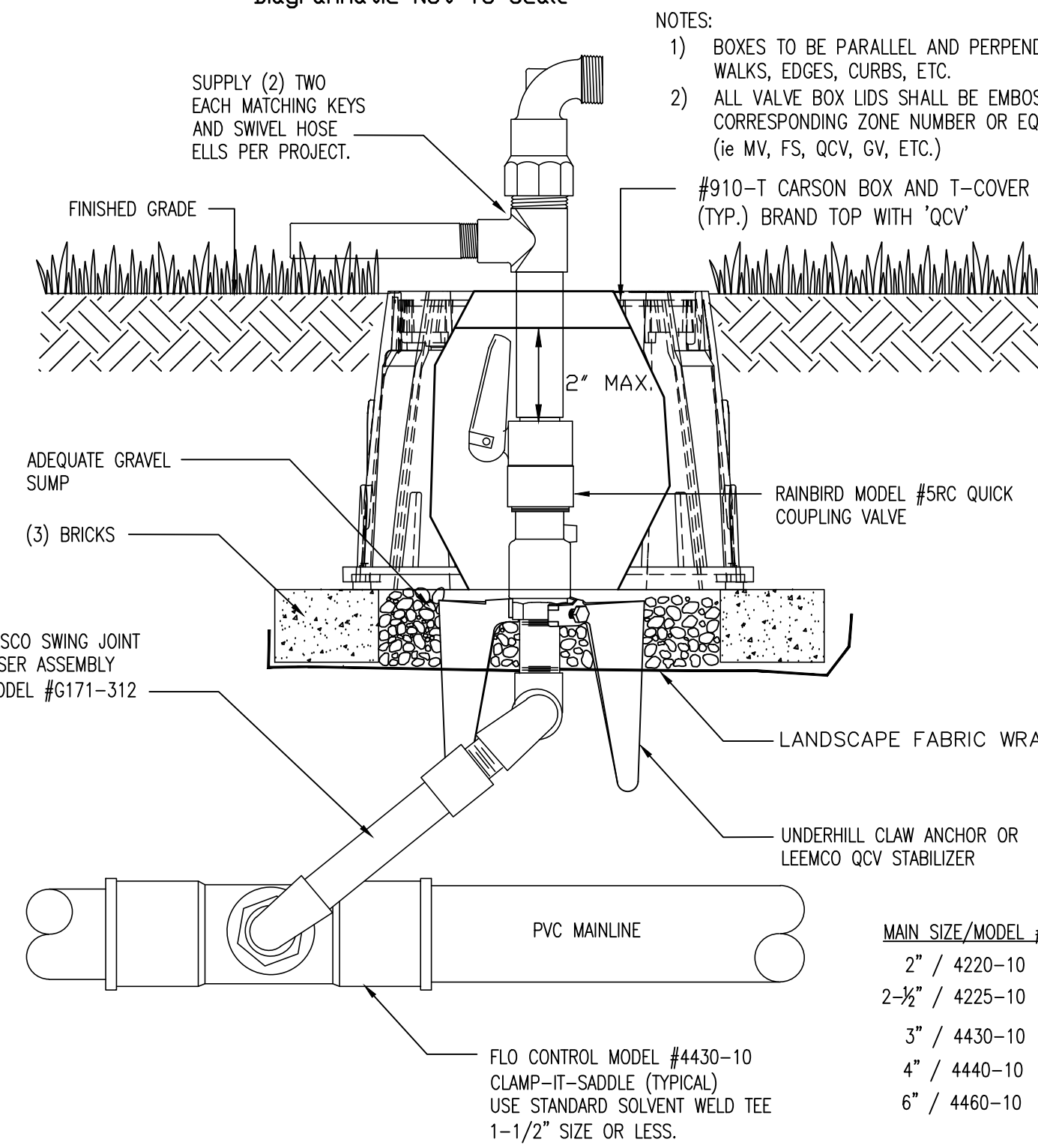
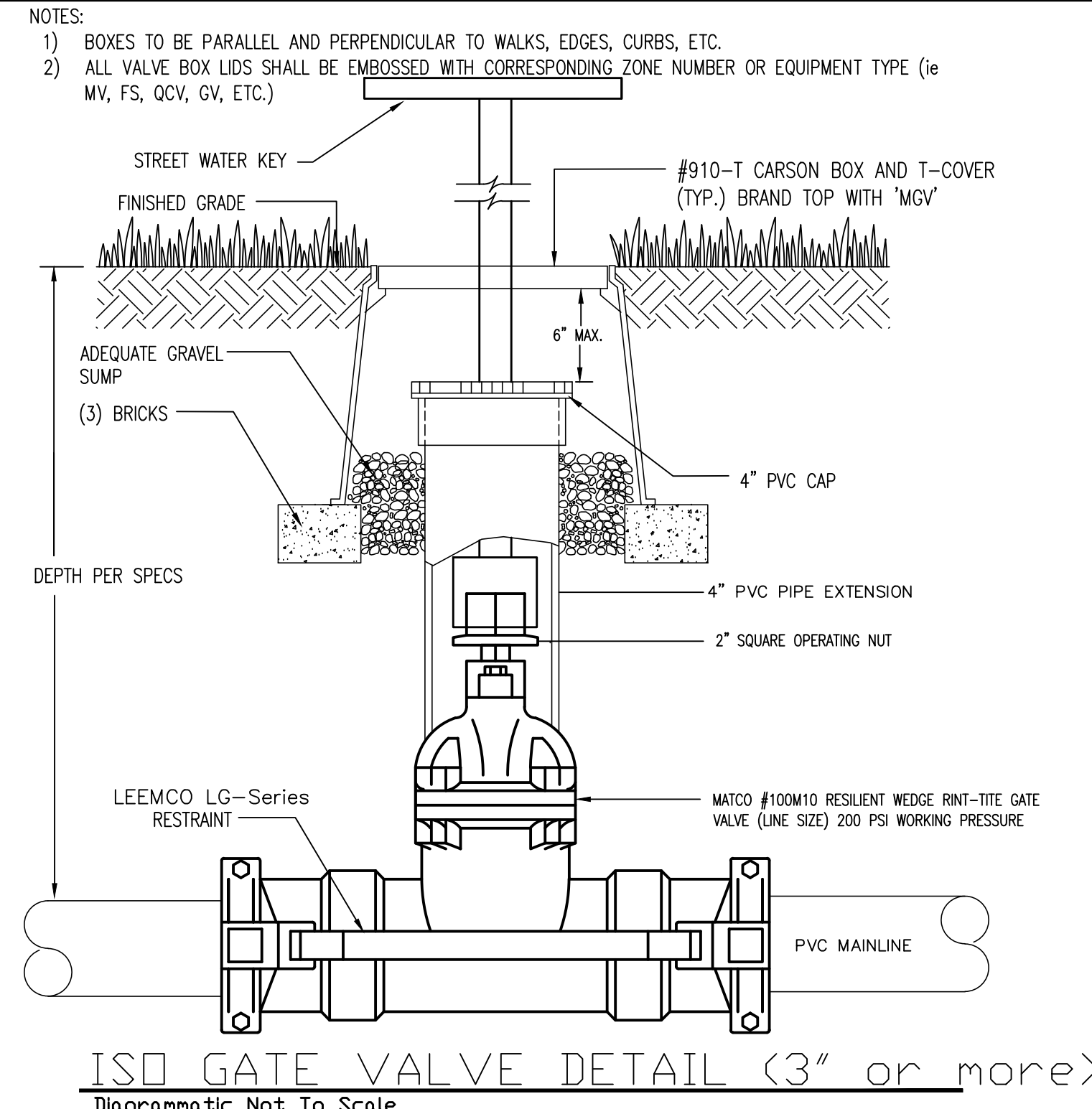
Flow readings for all zones must be learned by contractor prior to final acceptance by Project Manager.



**SCHEDULE F – STANDARD IRRIGATION DETAILS
FOLLOWS THIS PAGE**

GENERAL NOTES:

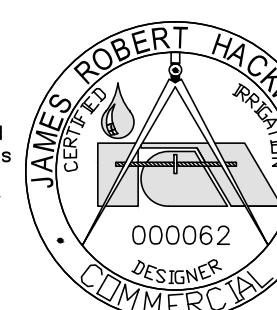
- A. PLANS ARE DIAGRAMMATIC. PRECISE PLACEMENT OF EQUIPMENT MAY NOT BE POSSIBLE AS INDICATED. CONSULT PROJECT MANAGER PRIOR TO MAKING RANDOM FIELD CHANGES WHICH ALTER THE INTENT OF THE DESIGN.
- B. SCOPE OF WORK TO BE PROVIDED AND INSTALLED BY IRRIGATION SYSTEM CONTRACTOR TO INCLUDE BUT MAY NOT BE LIMITED TO:
 1. PROVISION AND INSTALLATION OF ALL EQUIPMENT REQUIRED PER THE DRAWINGS, EQUIPMENT SCHEDULE AND SPECIFICATIONS, INCLUDING ALL MISCELLANEOUS INCIDENTAL EQUIPMENT, WHETHER INDICATED OR NOT, BUT WHICH MAY BE REQUIRED TO RESULT IN A COMPLETE AND OPERABLE IRRIGATION SYSTEM (FROM P.O.C.)
 2. OBTAINING ALL NECESSARY PERMITS AND APPROVALS TO INSTALL AND COMPLETE THE WORK AS SHOWN ON THESE PLANS.
 3. COORDINATION AND INSTALLATION OF ALL SUBSURFACE SLEEVES AS INDICATED ON THE DRAWINGS.
 4. FLAGGING OF ALL SPRINKLER HEAD AND CONTROL ZONE VALVE LOCATIONS, AND MARKING OF ALL MAINLINE AND LATERAL PIPELINE LOCATIONS FOR INSPECTION AND APPROVAL BY THE PROJECT MANAGER PRIOR TO TRENCHING AND EXCAVATING.
 5. TESTING FOR STATIC WATER PRESSURE AT POINT OF CONNECTION AND DETERMINING ADEQUACY FOR USE PRIOR TO COMMENCING WORK DOWNSTREAM OF POINT OF CONNECTION. INADEQUATE PRESSURE OF FLOW SHALL BE BROUGHT TO THE ATTENTION OF THE PROJECT MANAGER AND DEFICIENCIES SHALL BE CORRECTED PRIOR TO COMMENCEMENT OF WORK DOWNSTREAM OF THE POINT OF CONNECTION. FAILURE TO TEST AND VERIFY ADEQUACY OF THE STATIC PRESSURE OR FLOW AND DETERMINING FEASIBILITY OF OPERATION AS INTENDED BY DESIGN PRIOR TO COMMENCEMENT OF WORK DOWNSTREAM OF THE POINT OF CONNECTION SHALL NOT PRECLUDE IRRIGATION CONTRACTOR'S RESPONSIBILITY TO PROVIDE OPTIMUM COVERAGE OF ALL IRRIGATED AREAS AS INTENDED BY DESIGN AT THE CONTRACTOR'S EXPENSE.
 6. PROVISION AND INSTALLATION OF ALL CONTROLLERS, CABINETS, PEDESTAL MOUNTINGS, CONCRETE PADS, WIRE CHASES/SWEEPS, POWER SUPPLY (IF SPECIFIED), WATER TAP (IF DOWNSTREAM OF P.O.C.) AND ANY OTHER CONTROLLER RELATED EQUIPMENT AS MAY BE REQUIRED BY THE DRAWINGS AND SPECIFICATIONS. INSTALLER IS RESPONSIBLE FOR MAKING ALL LOW VOLTAGE WIRING CONNECTIONS FROM THE REMOTE CONTROL VALVES TO ALL CONTROLLERS AND FOR CORRECT SEQUENCING OF ALL VALVE OPERATION INDICATED IN THE CONTROL ZONE VALVE SCHEDULE.
 7. ACTIVATION OF ALL IRRIGATION SYSTEMS AND ADJUSTMENT OF ALL FLOW CONTROLS AND NOZZLES FOR OPTIMUM PERFORMANCE AND COVERAGE AS INTENDED BY DESIGN WITH MINIMAL OVERLAP ONTO PAVEMENTS AND/OR STRUCTURES. INSTALLER IS RESPONSIBLE FOR ALL ADJUSTMENTS TO NOZZLES, RISERS, FLOW CONTROLS, ETC., PRIOR TO REQUEST FOR INSPECTION BY THE PROJECT MANAGER. ALL ZONES SHALL HAVE BEEN PROGRAMMED AND PERMITTED TO OPERATE AUTOMATICALLY VIA CONTROLLERS THROUGH AT LEAST TWO (2) COMPLETE CYCLES FOR A PERIOD OF NOT LESS THAN 24 HOURS PRIOR TO INSPECTION BY PROJECT MANAGER.
 8. DEMONSTRATION OF OPERATION OF SYSTEM IN AN AUTOMATIC MODE IN THE PRESENCE OF THE OWNER'S REPRESENTATIVE, THE PROJECT MANAGER, AND THE INSTALLER SHALL BE GIVEN WITH NOT LESS THAN 24 HOURS NOTICE THAT AN INSPECTION FOR OPERATION IS REQUESTED. REQUESTS FOR INSPECTIONS SHALL BE ON A "PER TAP/CONTROLLER" BASIS. ACCEPTANCE FOR WORK AND COMMENCEMENT OF WARRANTIES SHALL BE GIVEN UPON COMPLETION, INSPECTION AND ACCEPTANCE OF ALL WORK REQUIRED PER THE DRAWINGS, SPECIFICATIONS AND CONTRACT DOCUMENTS.
 9. JOBSITE SHALL BE CLEANED DAILY OF ANY TRASH OR DEBRIS. COMPLETE CLEANUP OF ALL DIRT, UNUSED MATERIALS, AND OTHER DEBRIS SHALL BE PERFORMED BY INSTALLER PRIOR TO OWNER'S INSPECTION FOR FINAL ACCEPTANCE. PAVEMENTS AND WALKS WITHIN WORK AREAS SHALL BE SWEEPED AND POWER WASHED WITH WATER AS MAY BE NECESSARY TO REMOVE DIRT AND DEBRIS. ALL IRRIGATION DITCHES SHALL BE COMPLETE, FLAGS REMOVED, AND FINE TUNING ADJUSTMENTS MADE PRIOR TO INSPECTION FOR FINAL ACCEPTANCE.
 10. AS-BUILT REPRODUCIBLE RECORD DRAWINGS, WRITTEN WARRANTIES, SEASONAL MAINTENANCE INSTRUCTIONS, OPERATIONAL GUIDELINES AND SPARE EQUIPMENT SHALL BE PROVIDED BY THE INSTALLER AT INSPECTION FOR FINAL ACCEPTANCE. SUBMITTALS SHALL BE IN ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS. FAILURE TO MAKE ALL PROJECT CLOSEOUT SUBMITTALS AT THE REQUIRED TIME IN THE REQUIRED FORMAT MAY RESULT IN DELAY OF FINAL ACCEPTANCE AND RELEASE OF APPLICABLE RETAINAGES BY THE OWNER.
- C. IRRIGATION INSTALLER SHALL BE RESPONSIBLE FOR PROVIDING A 30 DAY ON-SITE MAINTENANCE PROGRAM, TO INCLUDE BUT NOT LIMITED TO FINE TUNING OF NOZZLES, FLOW CONTROLS, AND OTHER EQUIPMENT INSTALLED UNDER THE CONTRACT TO MAINTAIN OPTIMUM OPERATION OF ALL SYSTEMS AT ALL TIMES. CONTROLLER PROGRAMMING SHALL BE COORDINATED WITH THE OWNER TO ESTABLISH AND PROMOTE GROWTH OF PLANTINGS MADE UNDER THE CONTRACT, AND TO SUSTAIN OPTIMUM PLANT APPEARANCE AT ALL TIMES AS SEASONALLY APPROPRIATE. INSTALLER SHALL PROVIDE OWNER WITH WRITTEN COPY OF 'CUT SHEETS HANDBOOK' WITH FUNCTIONAL INSTRUCTIONS FROM THE MANUFACTURERS AS TO HOW TO OPERATE AND MAINTAIN SYSTEM COMPONENTS FOR SPECIFIC COMPONENTS CALLED FOR IN THIS WORK.
- D. IRRIGATION INSTALLER SHALL BE RESPONSIBLE FOR PERFORMANCE OF SEASONAL MAINTENANCE TO INCLUDE BUT NOT NECESSARILY LIMITED TO DEACTIVATION AND ACTIVATION OF ALL IRRIGATION SYSTEMS TO PREVENT FREEZE DAMAGE TO ALL EQUIPMENT. INSTALLER SHALL BE RESPONSIBLE FOR COORDINATION AND PERFORMANCE OF ALL SEASONAL MAINTENANCE PROCEDURES REQUIRED TO DEACTIVATE SYSTEMS ON OR BEFORE OCTOBER 15TH OF THE FIRST YEAR FOLLOWING DATE OF ACCEPTANCE, AND ACTIVATION OF IRRIGATION SYSTEMS SHALL BE PERFORMED ON OR BY APRIL 1ST OF THE YEAR FOLLOWING DEACTIVATION. IN THE EVENT THE INSPECTION FOR FINAL ACCEPTANCE OCCURS AFTER OCTOBER 15TH, REQUIRED SEASONAL MAINTENANCE SCHEDULE SHALL BE EXTENDED TO OCCUR THE YEAR FOLLOWING FINAL ACCEPTANCE OF WORK.
- E. A 2 YEAR CONDITIONAL WARRANTY SHALL BE EXTENDED BY THE INSTALLER TO COVER ALL MATERIAL AND WORKMANSHIP PROVIDED UNDER THE CONTRACT. DURING THE 2 YEAR WARRANTY PERIOD, ANY INSTALLATION WHICH BECOMES IN OPERABLE, OR WHICH DOES NOT OPERATE AS ORIGINALLY INTENDED (IE CONDITION AS OBSERVED AND ACCEPTED AT INSPECTION FOR FINAL ACCEPTANCE) THE INSTALLER SHALL REPAIR AND/OR REPLACE ANY WORK WHICH CAN BE ATTRIBUTED TO DEFECTS REGARDING MATERIAL AND/OR WORKMANSHIP AT NO COST TO THE OWNER. DEFICIENCIES MAY INCLUDE BUT ARE NOT LIMITED TO LEAKS, SETTLEMENT OF TRENCHES OR VALVE BOXES GREATER THAN ONE INCH, FREEZE DAMAGE, AND EQUIPMENT DEFECTS. VANDALISM, IMPROPER USE AND/OR MAINTENANCE OF SYSTEMS BY OWNER RESULTING IN DEFICIENCIES SHALL NOT BE THE RESPONSIBILITY OF THE INSTALLER. AND REPAIR/REPLACEMENT MAY BE MADE AT EXTRA COST TO THE OWNER AS AGREED.
- F. ALL INSTALLATIONS SHALL BE MADE IN STRICT ACCORDANCE WITH THE DRAWINGS, SPECIFICATIONS, CONTRACT DOCUMENTS, AND STATE & LOCAL CODES AND ORDINANCES HAVING JURISDICTION OVER THE WORK. IN THE EVENT OF CONFLICT BETWEEN REQUIREMENTS, THE MOST STRINGENT REQUIREMENT WILL PREVAIL IN ANY CASE.
- G. QUANTITIES WHICH MAY BE STATED OR IMPLIED IN SCHEDULES, GENERAL NOTES, ETC., ARE PROVIDED FOR REFERENCE ONLY. IN THE EVENT OF CONFLICT, THAT QUANTITY WHICH IS REPRESENTED GRAPHICALLY PER THE DRAWINGS SHALL PREVAIL IN ANY CASE.
- H. ALL IRRIGATION WORK SHALL BE COORDINATED WITH GENERAL, OTHER SUBCONTRACTORS, OTHER SITE WORK, AND LANDSCAPING WORK TOWARDS PROMOTING A TEAM EFFORT. INSTALLER SHALL NOT WILLFULLY MAKE ANY DESIGN CHANGES TO FACILITATE OTHERS WORK YET INTERFERE WITH IRRIGATION SYSTEM OPERATION AND COVERAGE AS INTENDED BY DESIGNER. NOTIFY THE PROJECT MANAGER OF SUCH CONFLICTS AND RESOLVE CONFLICTS PRIOR TO PROCEEDING WITH WORK.
- I. ALTERNATE EQUIPMENT FROM THAT INDICATED ON THE DRAWINGS AND SPECIFICATIONS, WHICH WHEN INSTALLED WILL RESULT IN EQUAL OR IMPROVED PERFORMANCE, AND/OR CONSIDERABLE COST SAVINGS TO THE OWNER WITH EQUAL AND/OR IMPROVED PERFORMANCE TO THAT INDICATED MAY BE CONSIDERED BY THE OWNER. ALL PROPOSED ALTERNATE EQUIPMENT MUST BE PROPOSED TO AND APPROVED BY THE OWNER PRIOR TO SUBMITTAL OF BID PROPOSAL. ONLY THOSE ALTERNATE EQUIPMENT MANUFACTURER'S AND EQUIPMENT LISTED IN THE SPECIFICATIONS WILL BE CONSIDERED. PROVISION/INSTALLATION OF ALTERNATE EQUIPMENT WITHOUT PRIOR APPROVAL BY THE OWNER MAY RESULT IN DELAY AND/OR REJECTION OF FINAL ACCEPTANCE OF WORK.
- J. UPON ENTERING INTO AN AGREEMENT TO PROVIDE LABOR AND MATERIALS TO COMPLETE ALL THE WORK REQUIRED UNDER THIS SECTION, THE INSTALLER HEREBY GUARANTEES TO THE OWNER THAT THE WORK WILL BE EXECUTED TO THE BEST OF THE INSTALLER'S ABILITY AND TO AT LEAST THE MINIMUM INDUSTRY STANDARDS AND/OR MANUFACTURER'S RECOMMENDATIONS. TIME IS OF THE ESSENCE AND PROGRESS TOWARDS FINAL ACCEPTANCE SHALL BE STEADY AND WITHOUT DELAY OR INTERRUPTION EXCEPT FOR UNREASONABLE WEATHER CONDITIONS. THE INSTALLER WILL NOT QUALIFY ANY TERM, CONDITION, OR REQUIREMENT STATED HEREIN AT ANY TIME DURING OR AFTER COMPLETION OF AGREEMENT TO PROVIDE WORK UNDER THIS SECTION. THE INSTALLER MAY HAVE CERTAIN RIGHTS PERTAINING TO THIS GUARANTEE AS MAY BE DESCRIBED IN THE GENERAL CONDITIONS OF THE AGREEMENT BETWEEN OWNER AND INSTALLER.
- K. IRRESPECTIVE OF ANY OTHER TERM IN THIS DOCUMENT, DESIGNER SHALL NOT CONTROL OR BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SCHEDULES, SEQUENCES OR PROCEDURES; OR FOR THE CONSTRUCTION SAFETY OR ANY OTHER RELATED PROGRAMS; OR FOR ANOTHER PARTIES' ERRORS OR OMISSIONS OR FOR ANY ANOTHER PARTIES' FAILURE TO COMPLETE THEIR WORK OR SERVICES IN ACCORDANCE WITH DESIGNERS' DOCUMENTS. DUE TO VARYING CLIMATIC CONDITIONS AND/OR REASONS STATED ABOVE, THE DESIGNER SHALL NOT BE HELD RESPONSIBLE FOR QUALITY, QUANTITY, VITALITY, OR SURVIVAL OF ANY AND ALL LANDSCAPE PLANTINGS. SCHEDULING ON DOCUMENTS ARE RECOMMENDED GUIDELINES ONLY.
- L. FURTHER THAT OWNER IS SOLELY RESPONSIBLE FOR ANY AND ALL ROUTINE MAINTENANCE OF THE SYSTEM AND ITS COMPONENTS AFTER FINAL WRITTEN ACCEPTANCE OF PROJECT.



- VERIFICATION:**
1. BEFORE PROCEEDING WITH ANY WORK, THE CONTRACTOR SHALL INSPECT THE SITE, LOCATE ANY EXISTING IRRIGATION SYSTEM AND PUMPING COMPONENTS, AND VERIFY ALL DIMENSIONS AND CONDITIONS AFFECTING THE WORK IN ORDER TO PROCEED SAFELY.
 2. TESTING FOR STATIC WATER PRESSURE AT POINT OF CONNECTION AND DETERMINING ADEQUACY FOR USE PRIOR TO COMMENCING WORK DOWNSTREAM OF POINT OF CONNECTION. INADEQUATE PRESSURE OF FLOW SHALL BE BROUGHT TO THE ATTENTION OF THE PROJECT MANAGER AND DEFICIENCIES SHALL BE CORRECTED PRIOR TO COMMENCEMENT OF WORK DOWNSTREAM OF THE POINT OF CONNECTION. FAILURE TO TEST AND VERIFY ADEQUACY OF THE STATIC PRESSURE OR FLOW AND DETERMINING FEASIBILITY OF OPERATION AS INTENDED BY DESIGN PRIOR TO COMMENCEMENT OF WORK DOWNSTREAM OF THE POINT OF CONNECTION SHALL NOT PRECLUDE IRRIGATION CONTRACTOR'S RESPONSIBILITY TO PROVIDE OPTIMUM COVERAGE OF ALL IRRIGATED AREAS AS INTENDED BY DESIGN AT THE CONTRACTOR'S EXPENSE.
 3. CONTRACTOR TO DETERMINE IN THE FIELD ACTUAL LOCATIONS AND ELEVATIONS OF ALL EXISTING UTILITIES, WHETHER SHOWN ON THE PLANS OR NOT. THE CONTRACTOR SHALL CALL UTILITY PROTECTION SERVICE 72 HOURS PRIOR TO CONSTRUCTION. ANY DAMAGE TO EXISTING UTILITIES SHALL BE CONTRACTOR'S RESPONSIBILITY.
 4. CONTRACTOR SHALL EXAMINE FINISH SURFACE AND GRADES. DO NOT START ANY WORK UNTIL UNSATISFACTORY CONDITIONS HAVE BEEN CORRECTED. VERIFY LIMITS OF WORK BEFORE STARTING.
 5. CONTRACTOR TO REPORT ALL DAMAGES TO EXISTING CONDITIONS AND INCONSISTENCIES WITH PLANS TO OWNER'S REPRESENTATIVE PRIOR TO BEGINNING OF CONSTRUCTION.
 6. CONTRACTOR SHALL REPORT TO THE OWNER OR PROJECT MANAGER ANY DEVIATION AND/OR CONFLICTS BETWEEN DRAWINGS AND SITE CONDITIONS. EXTRA WORK ARISING FROM FAILURE TO DO SO SHALL BE DONE AT THE CONTRACTOR'S EXPENSE.

Know what's below.
Call before you dig.
CALL BEFORE YOU DIG...
811
Determina lo que esta bajo tierra.
Llama antes de excavar.

Reuse of Document
This document is the property of HCl, LLC.
The ideas and design incorporated on this document and specifications are instruments of professional service and shall not be used for any other project without written authorization of HCl, LLC.
© 2020 HCl, LLC.
All rights reserved.



IRRIIGATION DESIGN BY:
James Hackworth
C.I.D. #000062
hcl
HACKWORTH CONSULTING, LLC
IRRIIGATION DESIGN BY:
17650 SAMMILL ROAD
(719) 599-3998 Ph
(719) 287-4241 Cell
Colorado Springs, CO 80908
hclj@comcast.net

BASE DATA DERIVED FROM COPYRIGHTED TO THE CITY OF COLORADO SPRINGS ON BEHALF OF COLORADO SPRINGS UTILITIES.

DESIGNED BY: JRH
DRAWN BY: JRH
DATE: JAN 14th, 2021
SCALE: AS NOTED
REVISIONS:

PARKS, RECREATIONAL AND CULTURAL SERVICES
1401 RECREATION WAY
COLORADO SPRINGS, CO 80905
(719) 385-5940



TITLE:
CSPR STANDARD IRRIGATION DETAILS

SHEET 1 OF 9 SHEETS

FILE NUMBER:

BASE DATA DERIVED FROM COPYRIGHTED TO THE CITY OF COLORADO SPRINGS UTILITIES.

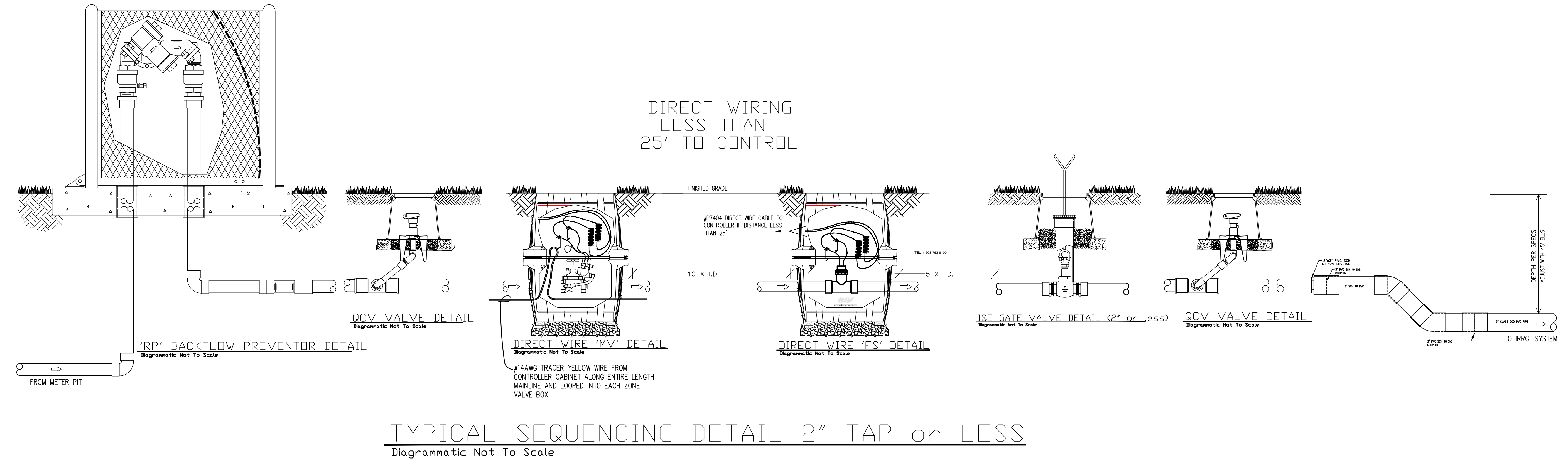
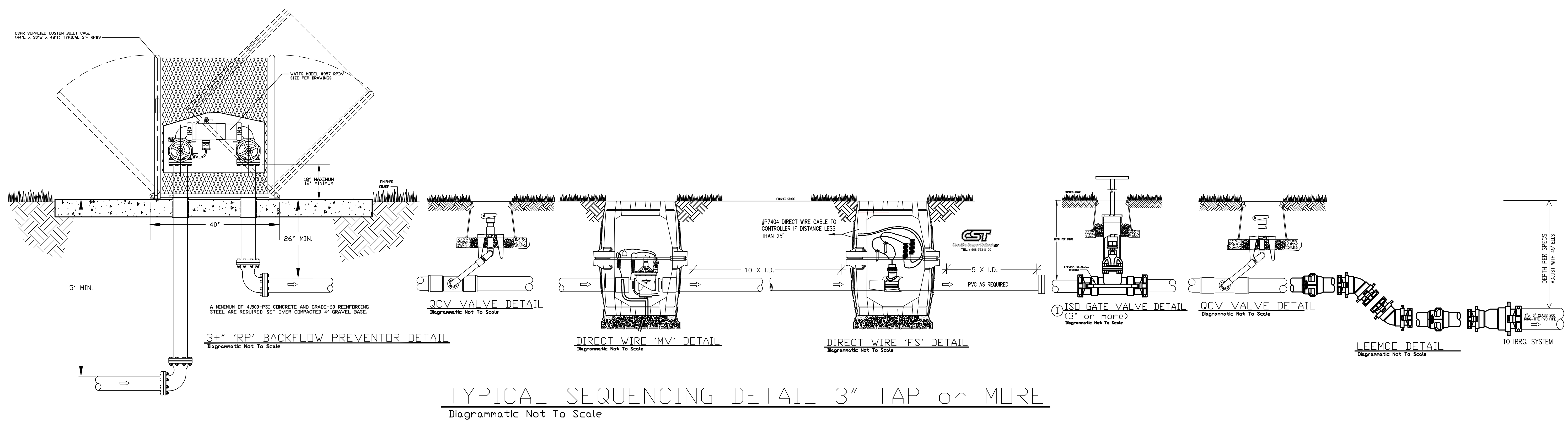
DESIGNED BY: JKH
 DRAWN BY: JKH
 DATE: JAN 14th, 2021
 SCALE: AS NOTED
 REVISIONS:

PARKS, RECREATIONAL AND CULTURAL SERVICES
 1401 RECREATION WAY
 COLORADO SPRINGS, CO 80905
 (719) 585-5940

TITLE: CSPR STANDARD IRRIGATION DETAILS

SHEET 2 OF 9 SHEETS

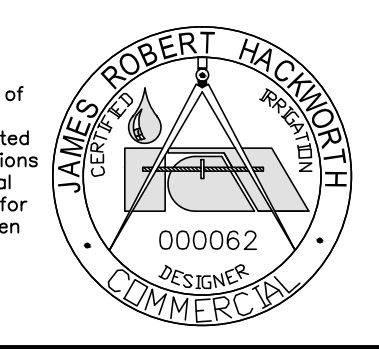
FILE NUMBER:



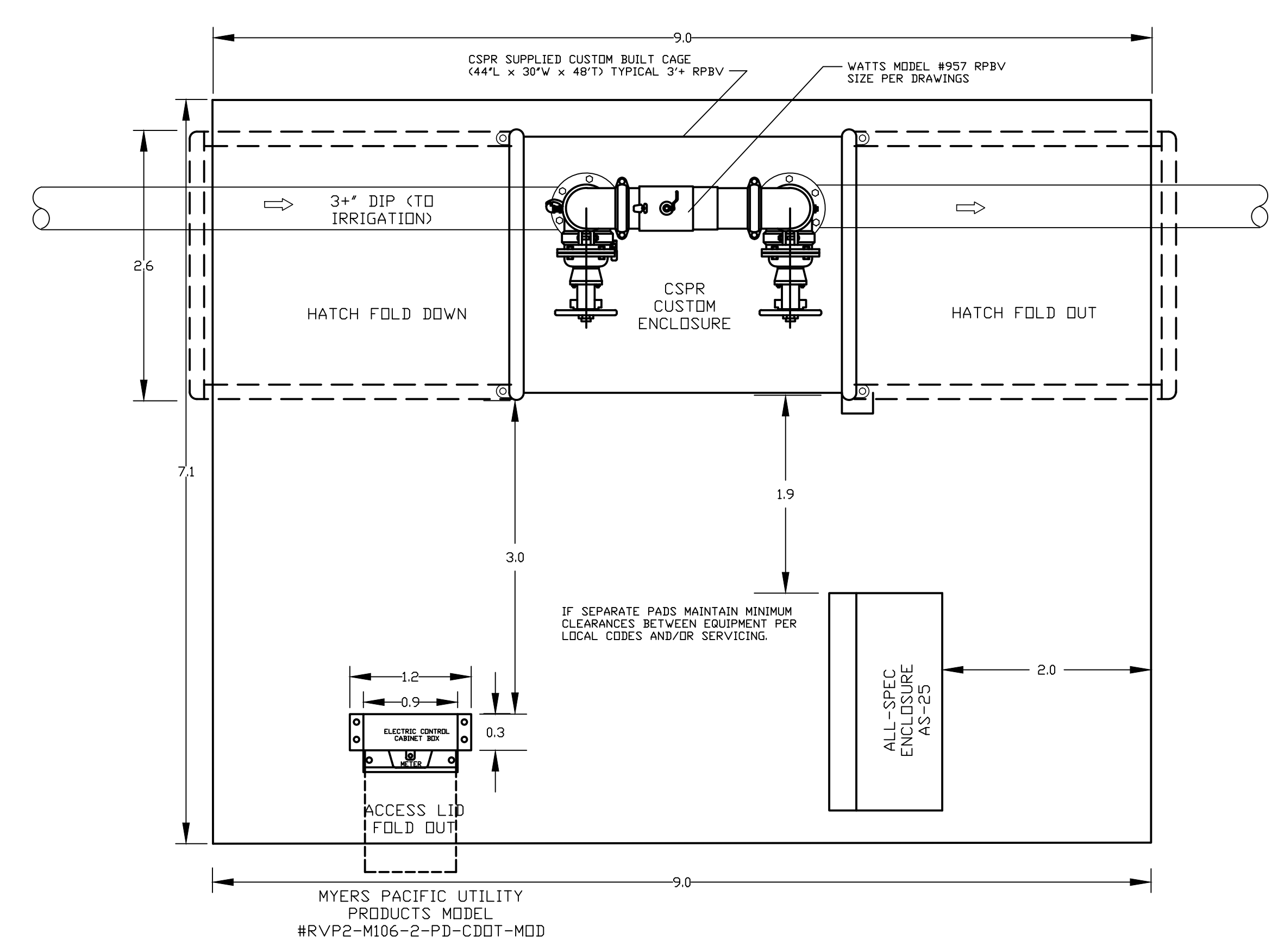
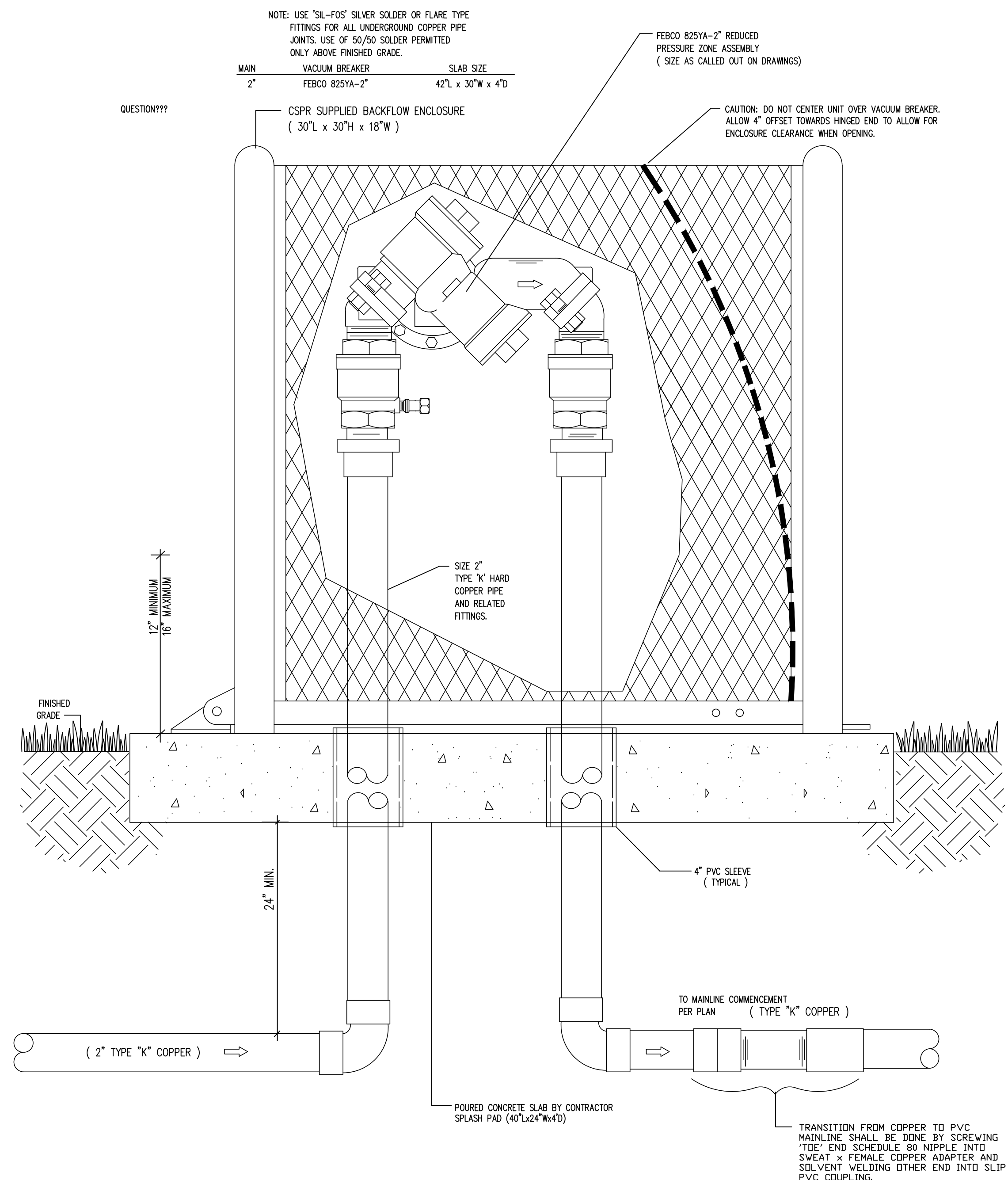
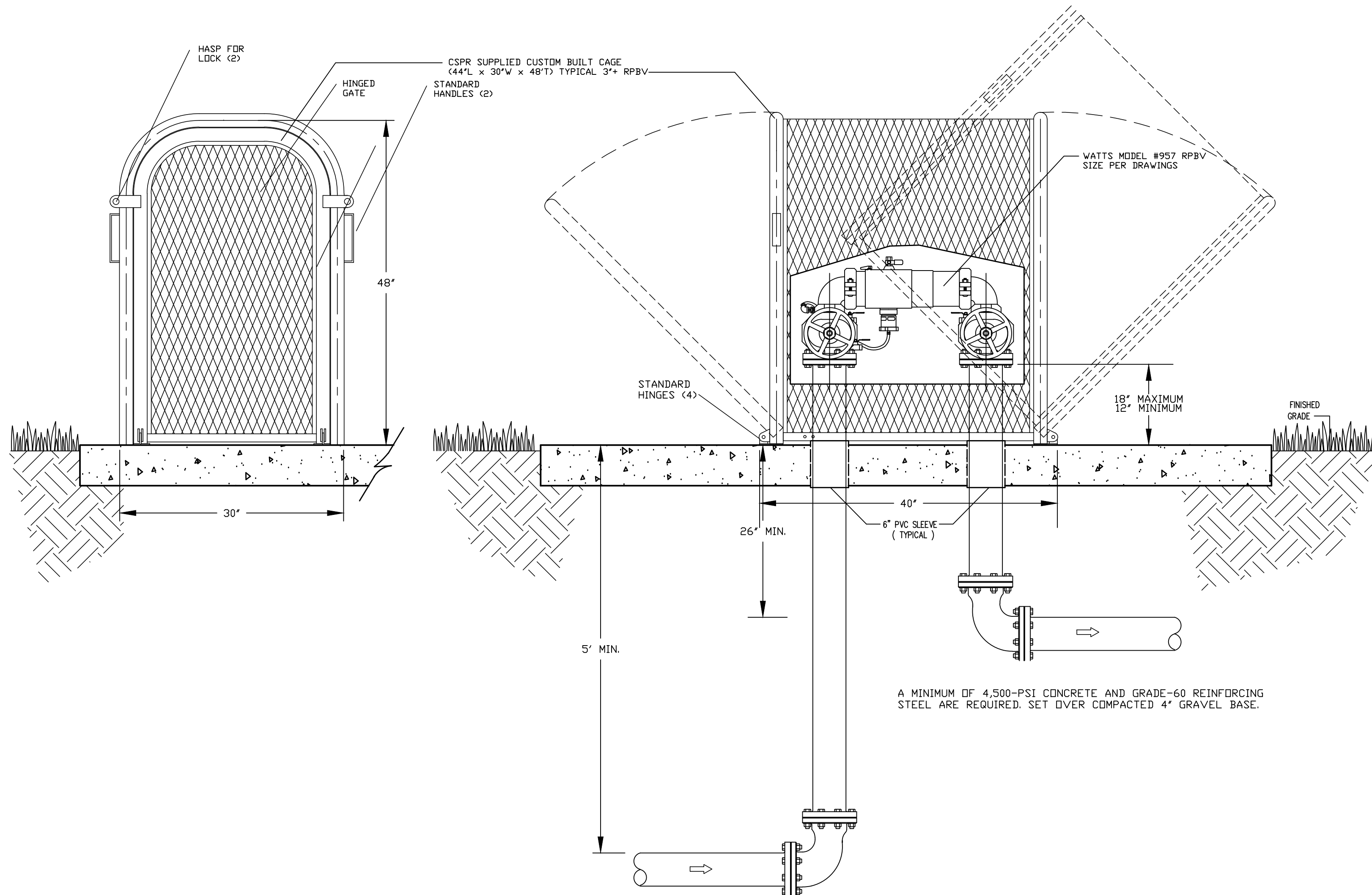
D:\CSPR\2021\CSPR_2021\CSPR STD DETAILS\HC_2021\210101.DWG 01/14/21 10:30AM

Know what's below.
Call before you dig.
 CALL BEFORE YOU DIG...
 811
 Determina lo que esta bajo tierra.
 Llama antes de excavar.

Reuse of Document
 This document is the property of HCl, LLC.
 The ideas and design incorporated on this document and specifications are instruments of professional service and shall not be used for any other project without written authorization of HCl, LLC.
 © 2020 HCl, LLC.
 All rights reserved.



h
HACKWORTH CONSULTING, LLC
 IRRIGATION DESIGN BY:
 James Hackworth
 C.I.D. #000062
 hjm@comcast.net
 17260 SAMMILL ROAD
 (719) 599-3988 Ph
 (719) 287-4241 Cell
 Colorado Springs, CO 80908



2" or SMALLER 'RP' BACKFLOW PREVENTOR DETAIL
Diagrammatic Not To Scale

ANY CONTRACTOR WHO INSTALLS A NEW BACKFLOW PROTECTION ASSEMBLY WILL BE RESPONSIBLE FOR THE INITIAL TESTING AND TEST REPORTING OF THE ASSEMBLY TO COLORADO SPRINGS UTILITIES WITHIN 10 DAYS OF INSTALLATION.

3+\"/>

DISPERSED CSPR AND/OR CSUR STD DETAILS INC. AND/OR PUG. 01-07-18 03:31AM

Know what's below.
Call before you dig.
CALL BEFORE YOU DIG...
811
Determine lo que esta bajo tierra.
Llama antes de excavar.

Reuse of Document
This document is the property of HCl, LLC.
The ideas and design incorporated on this document and specifications are instruments of professional service and shall not be used for any other project without written authorization of HCl, LLC.
© 2020 HCl, LLC.
All rights reserved.

h
HACKWORTH CONSULTING, LLC
IRRIGATION DESIGN BY: James Hackworth C.I.D. #000062
hcljm@comcast.net
17260 SAMMILL ROAD
(719) 599-3598 Ph
(719) 287-4241 Cell
Colorado Springs, CO 80908

BASE DATA DIRECTED HEREON COPYRIGHTED TO THE CITY OF COLORADO SPRINGS ON BEHALF OF COLORADO SPRINGS UTILITIES.

DESIGNED BY: JRH
DRAWN BY: JRH
DATE: JAN 14, 2021
SCALE: AS NOTED
REVISIONS:

PARKS, RECREATIONAL AND CULTURAL SERVICES
1401 RECREATION WAY
COLORADO SPRINGS, CO 80905
(719) 385-5940

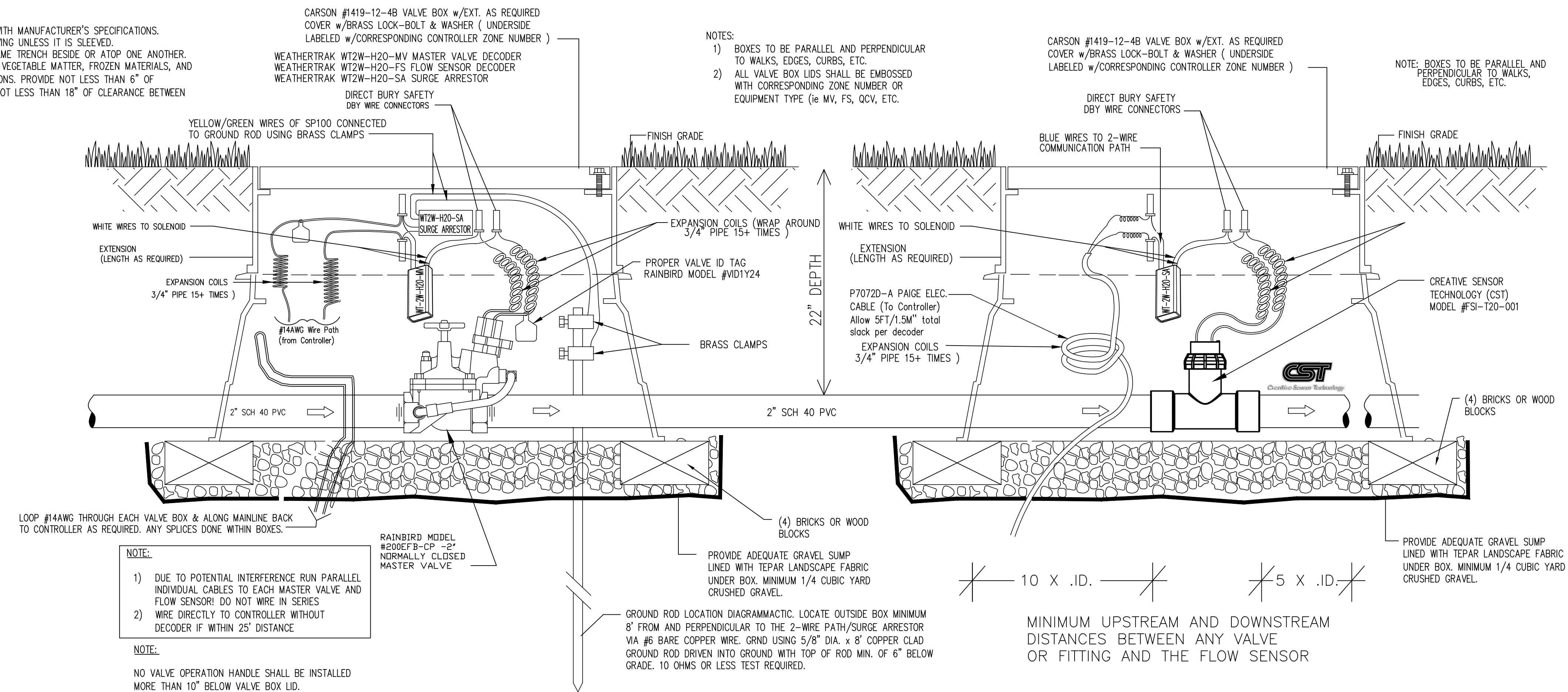
COLORADO SPRINGS
OLYMPIC CITY USA

TITLE:
CSPR STANDARD IRRIGATION DETAILS

SHEET **3**
OF **9** SHEETS

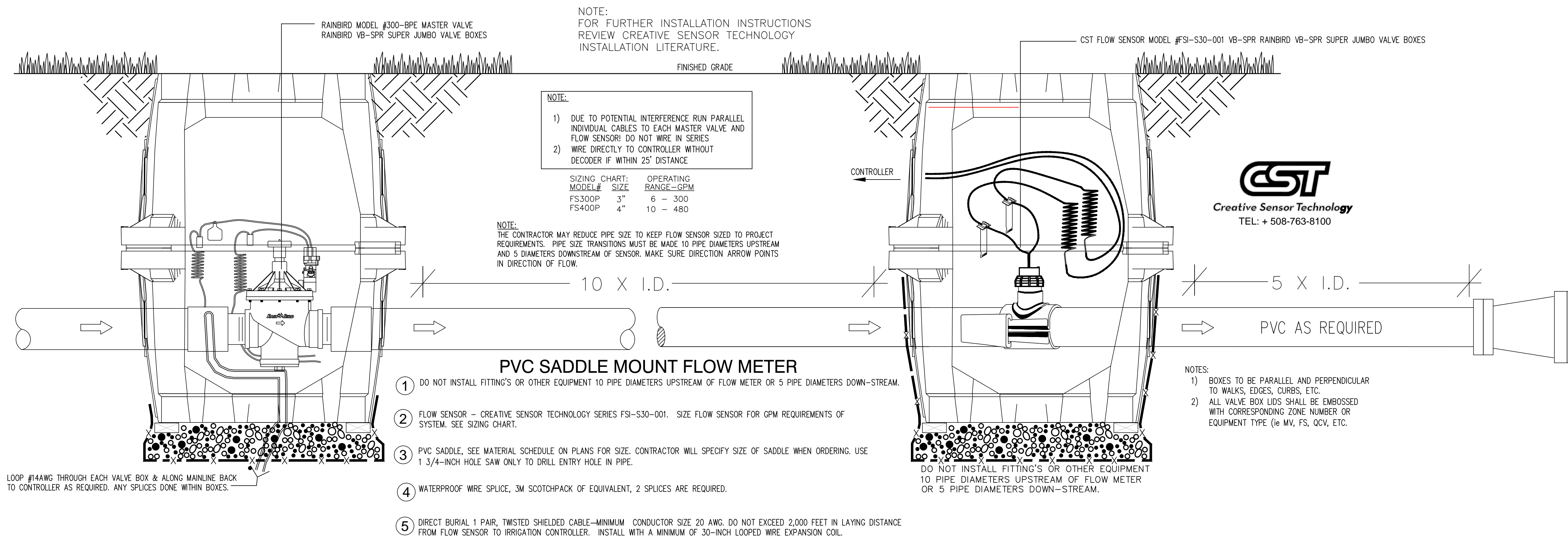
FILE NUMBER:

1. ALL PIPE SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. NO PIPE OR WIRE SHALL BE LOCATED UNDER PAVING UNLESS IT IS SLEEVED.
3. PARALLEL PIPING SHALL NOT BE INSTALLED IN SAME TRENCH BESIDE OR ATOP ONE ANOTHER.
4. BACKFILL MATERIAL SHALL BE FREE OF RUBBISH, VEGETABLE MATTER, FROZEN MATERIALS, AND STONES LARGER THAN 3/8" IN MAXIMUM DIMENSIONS. PROVIDE NOT LESS THAN 6" OF CLEARANCE BETWEEN EACH LATERAL LINE, AND NOT LESS THAN 18" OF CLEARANCE BETWEEN LATERAL LINES AND MAINS.



WEATHERTRAK 2-WIRE MASTER VALVE / FLOW SENSOR

Diagrammatic Not To Scale (2" AND SMALLER)

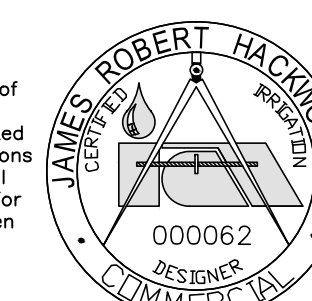


WEATHERTRAK 2-WIRE MASTER VALVE / FLOW SENSOR

Diagrammatic Not To Scale (3" AND LARGER)

Know what's below.
Call before you dig.
CALL BEFORE YOU DIG...
811
Determina lo que esta bajo tierra.
Llama antes de excavar.

Reuse of Document
This document is the property of HCl, LLC.
The ideas and design incorporated on this document and specifications are instruments of professional service and shall not be used for any other project without written authorization of HCl, LLC.
© 2020 HCl, LLC.
All rights reserved.



IRRIGATION DESIGN BY:
James Hackworth
C.I.D. #000062
hackworth consulting, llc
hcljm@comcast.net
17850 SAMMILL ROAD
(719) 599-3998 Ph
(719) 287-4241 Cell
Colorado Springs, CO 80908

BASE DATA DERIVED FROM COPYRIGHTED TO THE CITY OF COLORADO SPRINGS ON BEHALF OF COLORADO SPRINGS UTILITIES.

DESIGNED BY: JRH
DRAWN BY: JRH
DATE: JAN 14th, 2021
SCALE: AS NOTED
REVISIONS:

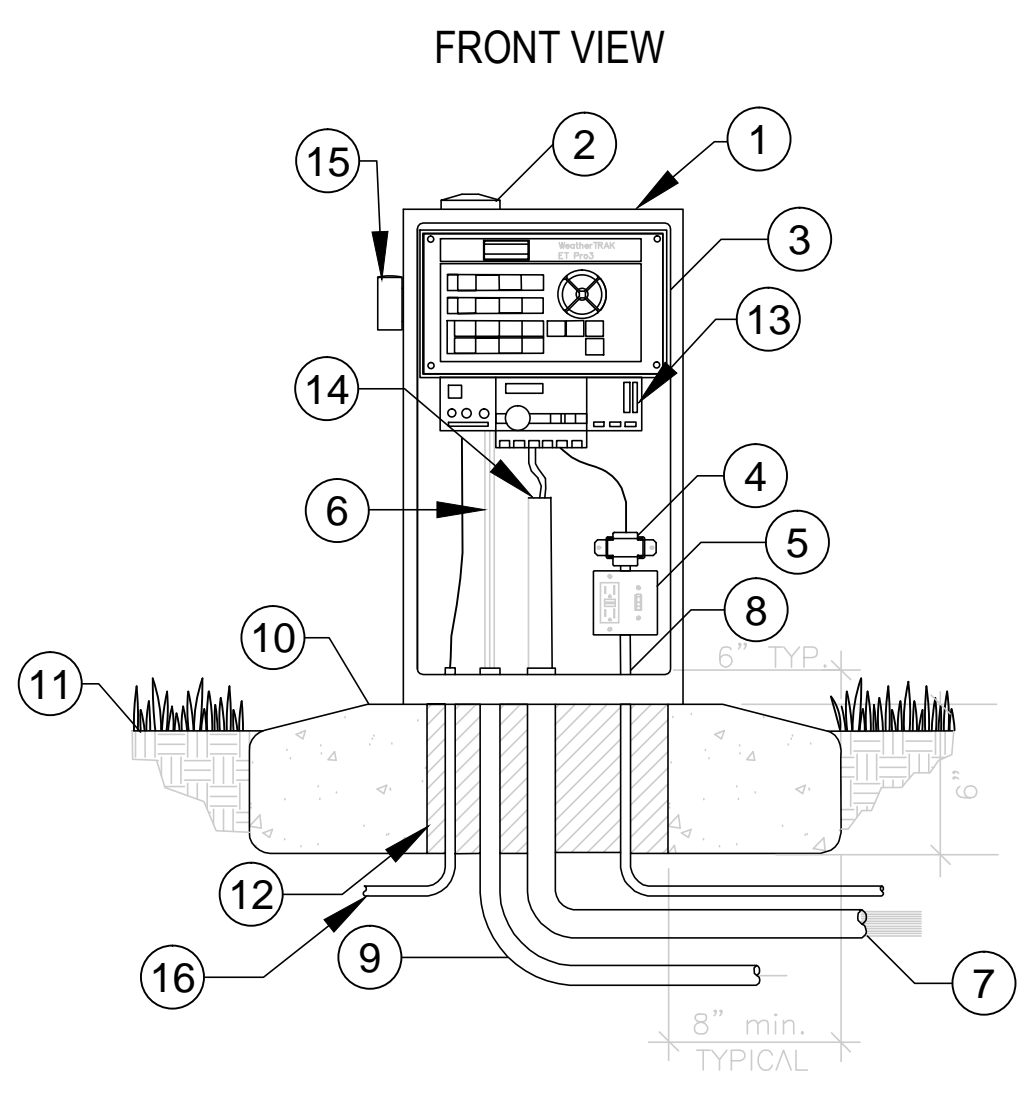
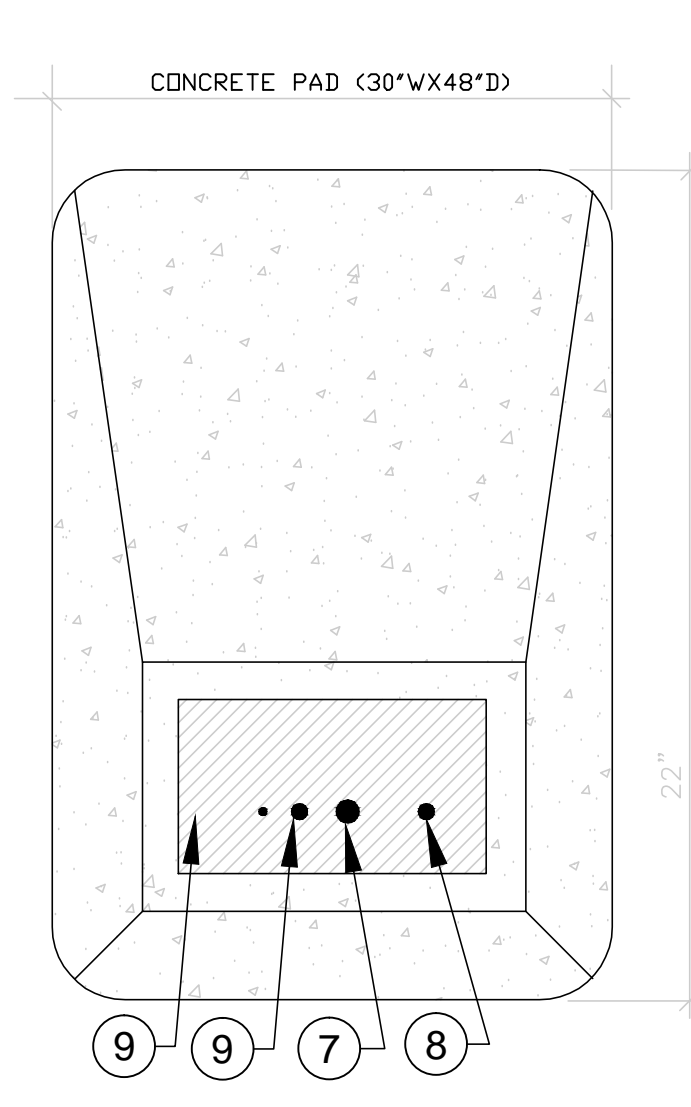
PARKS, RECREATIONAL AND CULTURAL SERVICES
1401 RECREATION WAY
COLORADO SPRINGS, CO 80905
(719) 386-9540



TITLE:
CSPR STANDARD IRRIGATION DETAILS

SHEET 4
OF 9 SHEETS

FILE NUMBER:



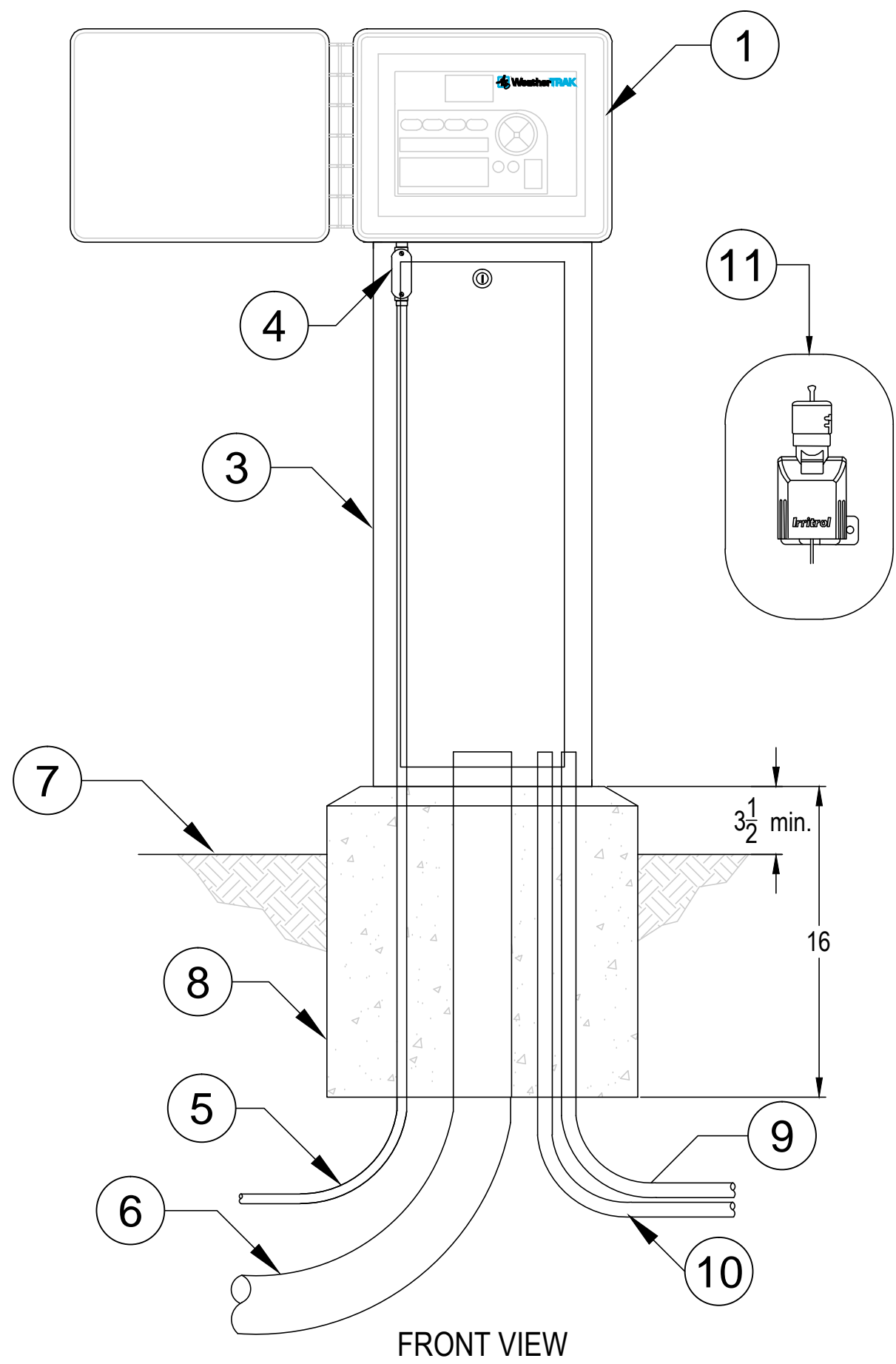
- ④ CONTROLLER TRANSFORMER.
- ⑤ GFI ON/OFF POWER SWITCH RECEPTACLE.
- ⑥ PAIGE ELECTRIC P7072 2-wire FLOW SENSOR CABLE AND SEPARATE P7072 2-wire MASTER VALVE WIRES PER SPECIFICATIONS.
- ⑦ 3" PVC SWEEP ELL AND CONDUIT FOR 2-WIRE COMMUNICATION CABLE/S
- ⑧ 1" PVC SWEEP ELL AND CONDUIT FOR 120VAC FROM METERED POWER SUPPLY.
- ⑨ 2" PVC SWEEP ELL AND CONDUIT FOR OPTIONAL CONVENTIONALLY WIRED FLOW SENSOR AND MASTER VALVE WIRES.
- ⑩ POURED CONCRETE BASE. SLOPE TO DRAIN.
- ⑪ FINISH GRADE. 2" BELOW TOP OF CONCRETE BASE.
- ⑫ FILL VOIDS WITH CONCRETE SLURRY MIX.
- ⑬ UNIVERSAL RADIO REMOTE INTERFACE. (TYPICAL)
- ⑭ NEATLY BUNDLE WIRES AND SECURE WITH WIRE TIES (TYPICAL)
- ⑮ RAIN SENSOR WITHIN VIT RAIN SENSOR ENCLOSURE (PT PER SPEC.)
- ⑯ #6 BARE WIRE TO GROUNDING GRID

- ① ALL SPEC GREEN POWERED COATED STEEL AUTOMATIC CONTROLLER ENCLOSURE ASSEMBLY. SEE IRRIGATION LEGEND FOR MAKE AND MODEL.
- ② LOW PROFILE ANTENNA.
- ③ WEATHERTRAK WTPRO3-C-H2048-CWM CONTROLLER (MOUNT IN CABINET AS REQUIRED)

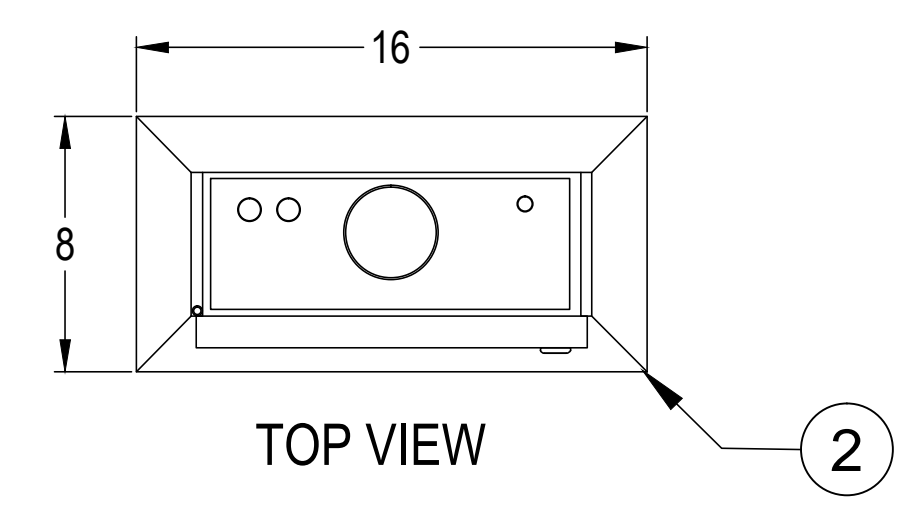
NOTE:
MINIMUM CONCRETE BASE REQUIREMENTS. CONTRACTORS SHALL VERIFY NUMBER AND SIZE OF CONDUITS REQUIRED FOR EACH ENCLOSURE INSTALLATION. USE ENCLOSURE MANUFACTURER'S TEMPLATE FOR PROPER LAG BOLT PLACEMENT. PROVIDE A MINIMUM OF 2" OF CONCRETE FROM LAG BOLT TO OPENING IN CONCRETE BASE FOR CONDUITS.

TOP VIEW

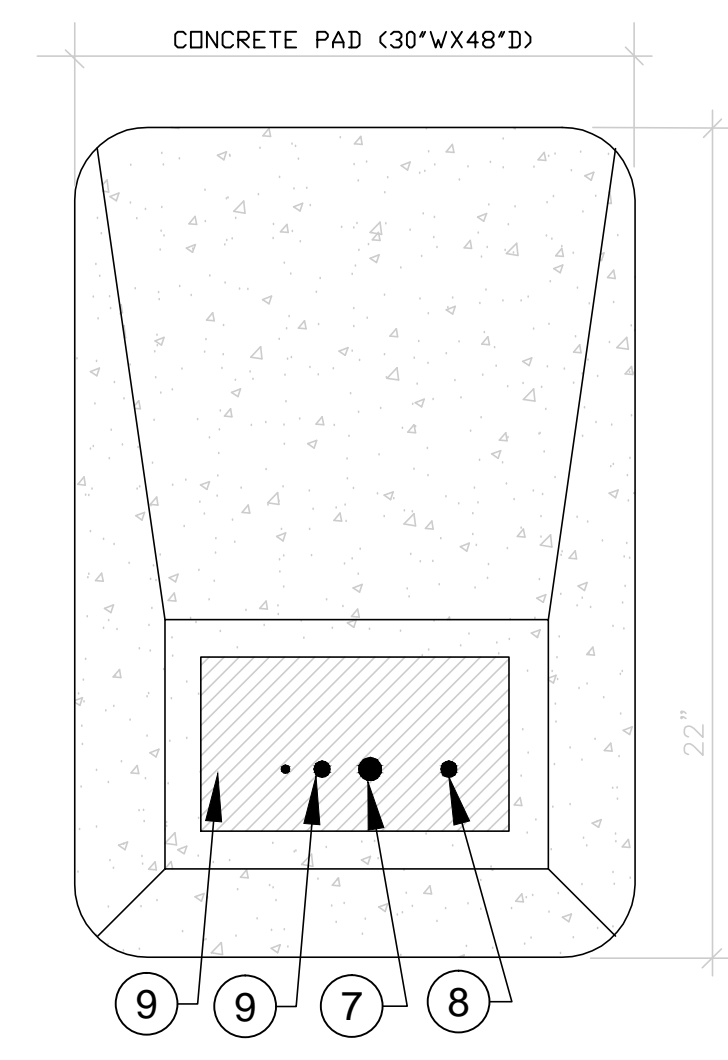
WEATHERTRAK #WTPRO3-C-H2048-CWM 2-WIRE SERIES CONTROLLER
Diagrammatic Not To Scale



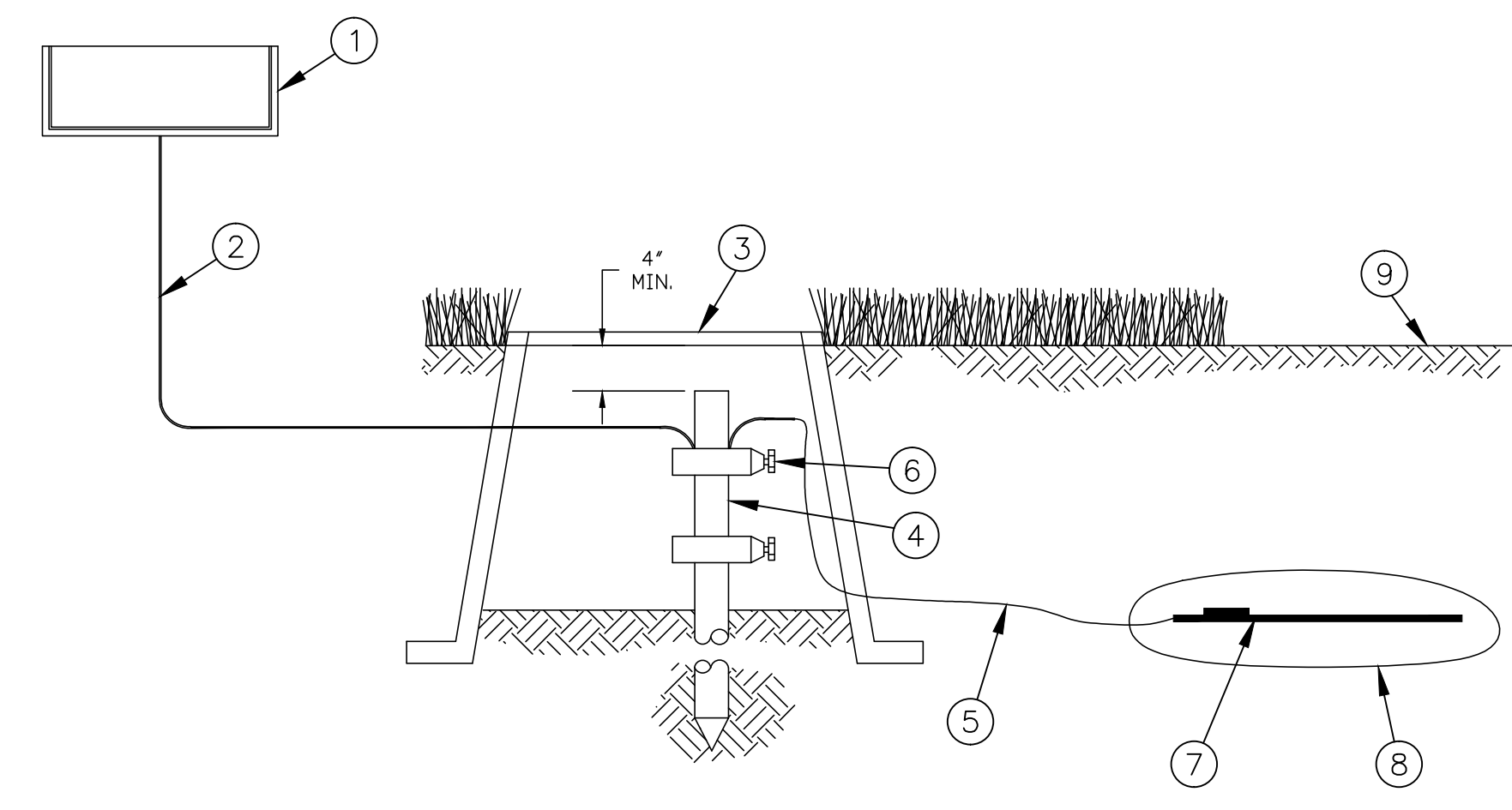
- ① WEATHERTRAK LC+ CENTRAL AUTOMATIC IRRIGATION CONTROLLER MOUNTED WITHIN A WEATHERTRAK PEDESTAL ADAPTER.
- ② MOUNTING TEMPLATE.
- ③ WEATHERTRAK ENCLOSURE PEDESTAL
- ④ J-BOX FOR 120VAC WIRING (NOT INCLUDED)
- ⑤ PVC OR RIGID CONDUIT & CONDUIT SWEEP FOR 120VAC WIRING.
- ⑥ PVC CONDUIT AND CONDUIT SWEEP FOR VALVE WIRING
- ⑦ FINISH GRADE
- ⑧ POURED-IN-PLACE CONCRETE BASE WITH SLOPED EDGES FOR DRAINAGE AWAY FROM PEDESTAL.
- ⑨ PVC CONDUIT AND CONDUIT SWEEP FOR FLOW SENSOR AND MASTER VALVE WIRING
- ⑩ PVC CONDUIT AND CONDUIT SWEEP FOR #6 BARE COPPER GROUND WIRE.
- ⑪ WIRED OR WIRELESS RAIN SENSOR PER SPECS



NOTES:
MINIMUM CONCRETE BASE REQUIREMENTS: CONTRACTOR SHALL VERIFY NUMBER & SIZE OF CONDUITS & GROUND RODS REQUIRED FOR EACH ENCLOSURE. USE MOUNTING TEMPLATE TO LOCATE "J" BOLT FASTENERS.
SEE IRRIGATION DRAWINGS FOR ENCLOSURE DIMENSIONS AND FINISH.

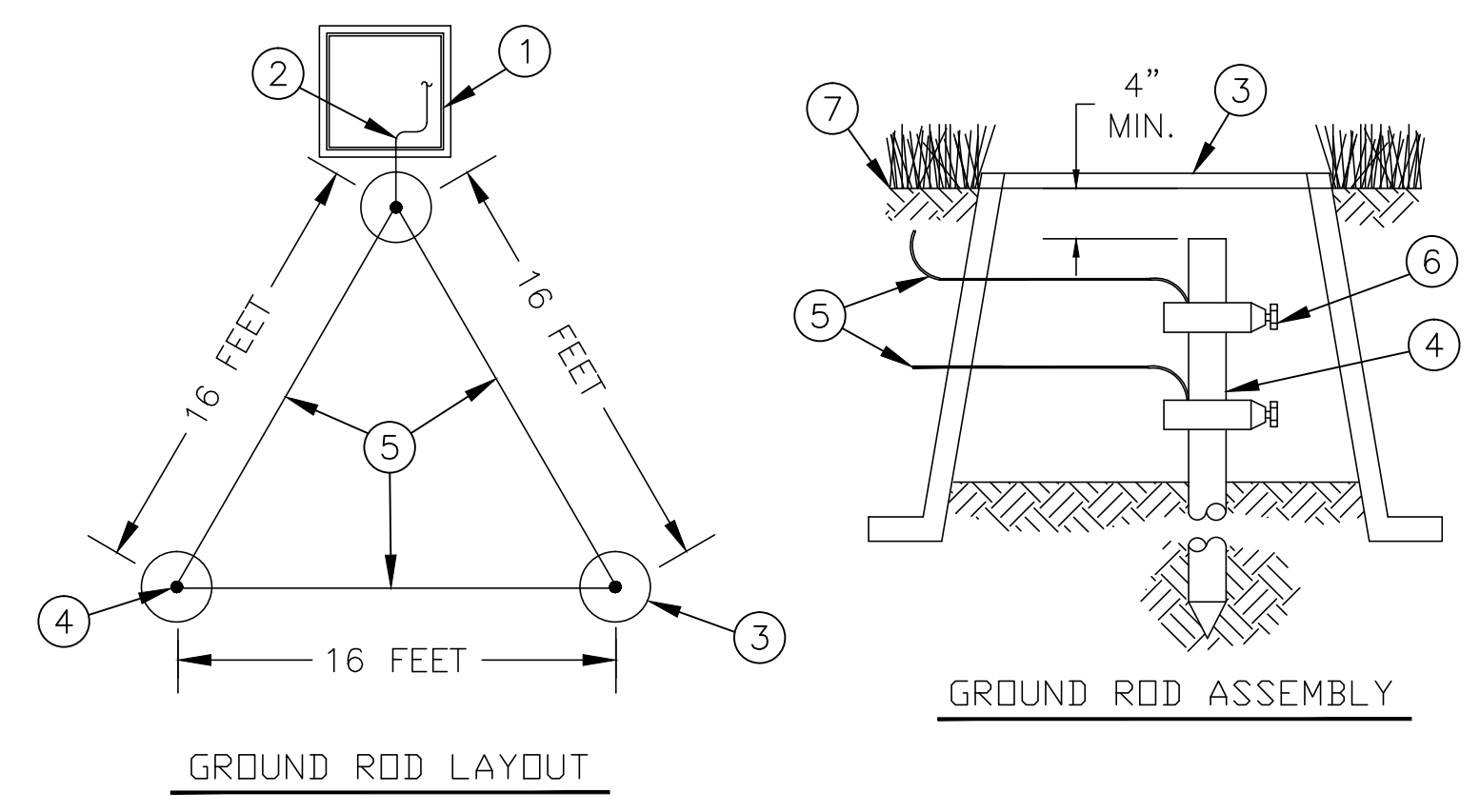
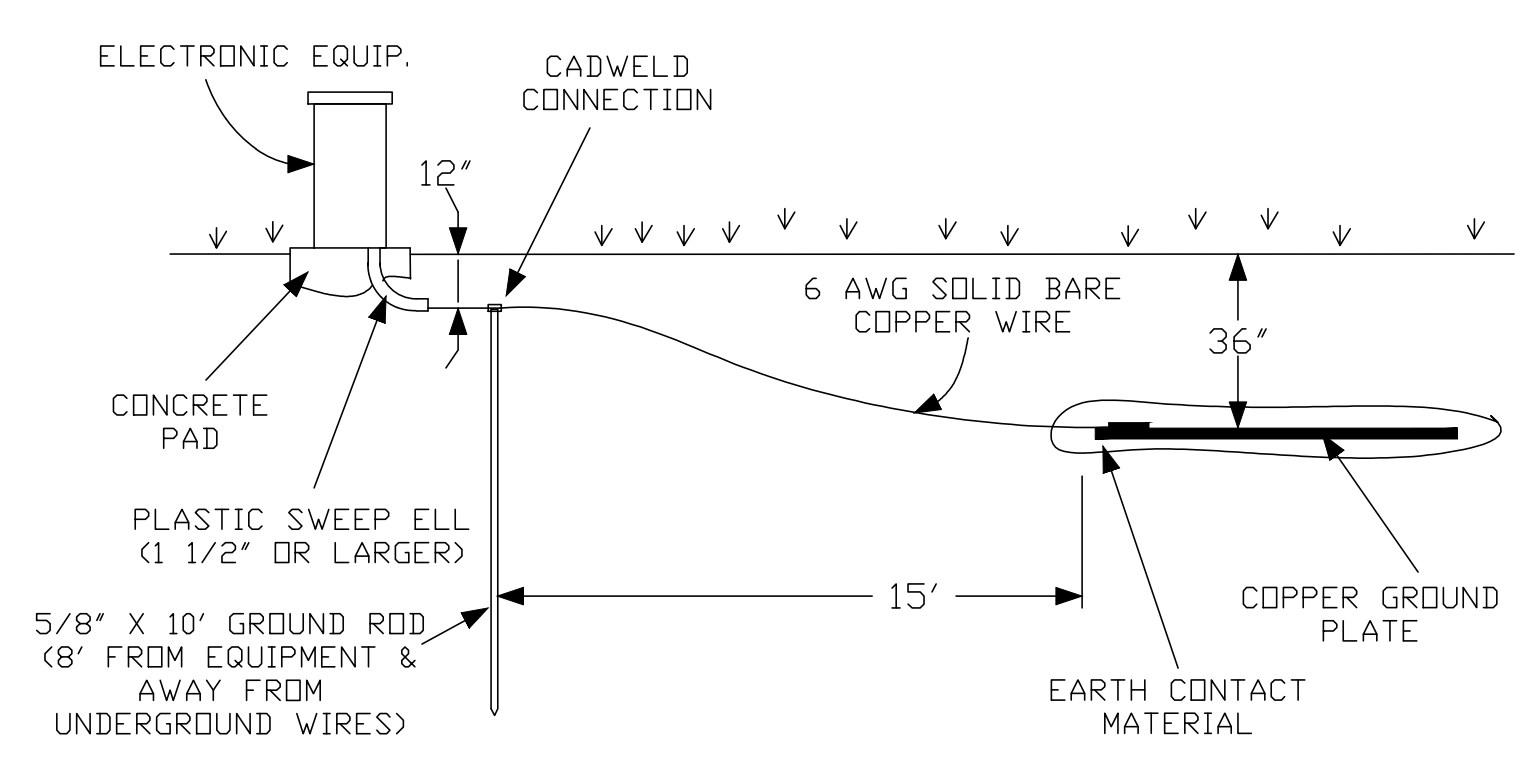


WEATHERTRAK LC+ SERIES PED MOUNT CONTROLLER
12 ZONES or FEWER
Diagrammatic Not To Scale

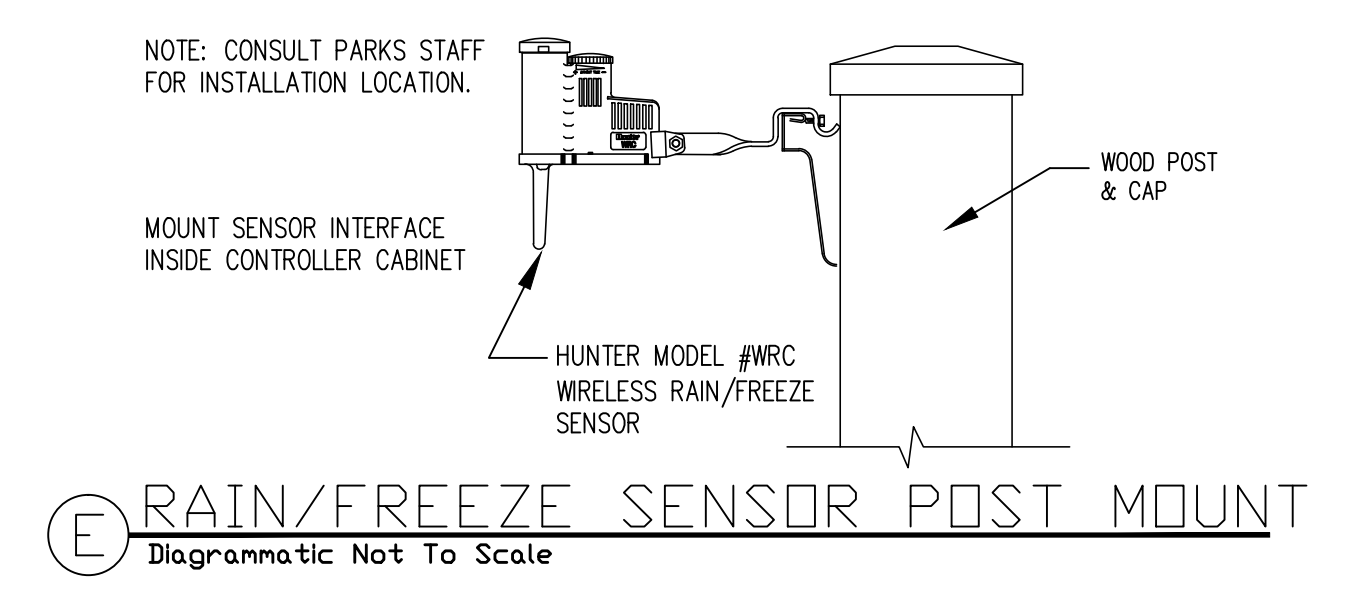


- ① WEATHERTRAK CONTROLLER
- ② SOLID BARE COPPER WIRE (#6 AWG) FROM GROUNDING ROD TO CONTROLLER. MAKE WIRE AS SHORT AND STRAIGHT AS POSSIBLE
- ③ COVER GROUNDING ROD WITH 10-INCH ROUND VALVE BOX AS SHOWN
- ④ 5/8-INCH X 10 FT COPPER CLAD GROUNDING ROD OR GROUNDING PLATE. INSTALL RODS IN SOIL IN A TRIANGULAR PATTERN SPACED A MINIMUM OF 16 FT APART FROM EACH OTHER. GROUNDING GRID TO HAVE A RESISTANCE OF TEN (10) OHMS OR LESS
- ⑤ BARE COPPER WIRE (#6 AWG MIN.) BETWEEN GROUNDING ROD AND GROUNDING PLATE
- ⑦ GROUND ROD CLAMP OR WELDS
- ⑧ COPPER GROUNDING PLATE
- ⑨ GROUND ENHANCEMENT MATERIAL (IF REQUIRED) FINISH GRADE

TYPICAL DETAILS



- ① WEATHERTRAK CONTROLLER
- ② SOLID BARE COPPER WIRE (#10 AWG) FROM GROUNDING ROD TO CONTROLLER. MAKE WIRE AS SHORT AND STRAIGHT AS POSSIBLE
- ③ COVER GROUNDING ROD WITH 10-INCH ROUND VALVE BOX AS SHOWN
- ④ 5/8-INCH X 8 FT COPPER CLAD GROUNDING ROD OR GROUNDING PLATE. INSTALL RODS IN SOIL IN A TRIANGULAR PATTERN SPACED A MINIMUM OF 16 FT APART FROM EACH OTHER. GROUNDING GRID TO HAVE A RESISTANCE OF TEN (10) OHMS OR LESS
- ⑤ BARE COPPER WIRE (#10 AWG MIN.) BETWEEN GROUNDING RODS
- ⑥ GROUND ROD CLAMP OR WELDS
- ⑦ FINISH GRADE



RAIN/FREEZE SENSOR POST MOUNT
Diagrammatic Not To Scale

CONTROLLER GROUNDING GRID DESIGN LAYOUT
Diagrammatic Not To Scale

Know what's below.
Call before you dig.
CALL BEFORE YOU DIG...
811
Determina lo que esta bajo tierra.
Llama antes de excavar.

Reuse of Document
This document is the property of HCl, LLC.
The ideas and design incorporated on this document and specifications are instruments of professional service and shall not be used for any other project without written authorization of HCl, LLC.
© 2020 HCl, LLC. All rights reserved.

h
HACKWORTH CONSULTING, LLC
IRRIGATION DESIGN BY:
James Hackworth
C.I.D. #00062
hcljm@comcast.net
17850 SAMMILL ROAD
(719) 599-3998 Ph
(719) 287-4241 Cell
Colorado Springs, CO 80908

BASE DATA DIRECTED HEREON
COPYRIGHTED TO THE CITY OF
COLORADO SPRINGS ON
BEHALF OF COLORADO
SPRINGS UTILITIES.

DESIGNED BY: JRH
DRAWN BY: JRH
DATE: JAN 14th, 2021
SCALE: AS NOTED
REVISIONS:

PARKS, RECREATIONAL AND
CULTURAL SERVICES
1401 RECREATION WAY
COLORADO SPRINGS, CO 80905
(719) 386-5940

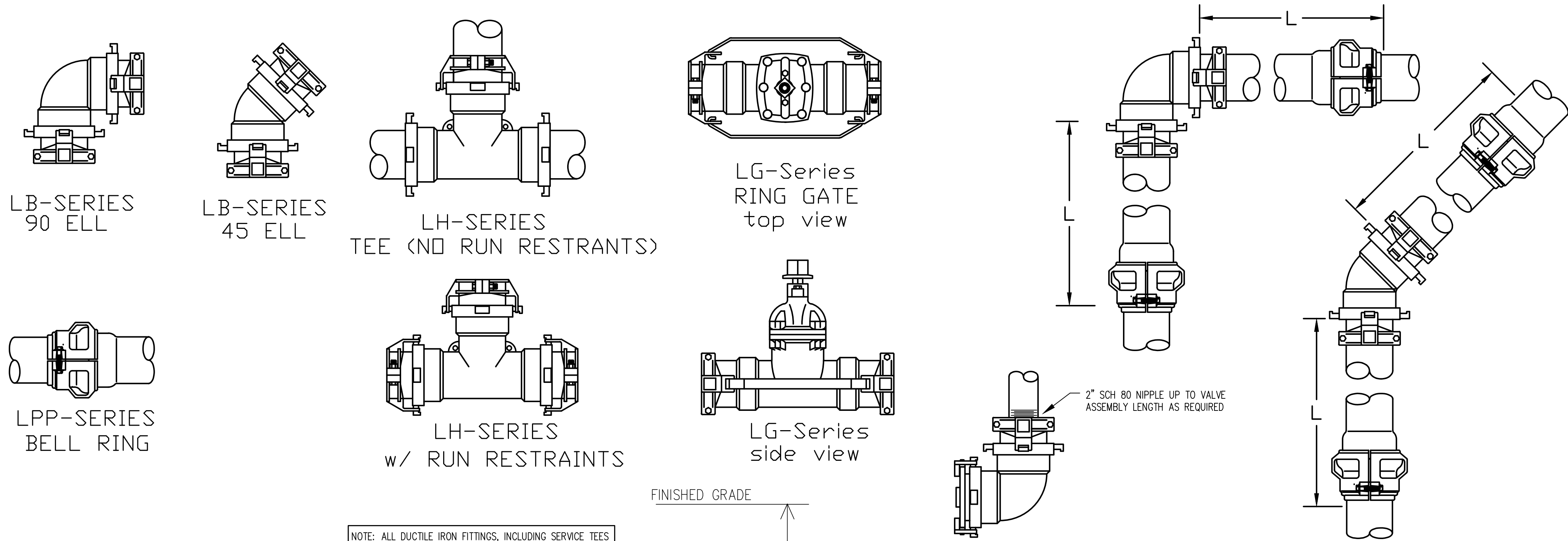


TITLE:
CSPR STANDARD IRRIGATION DETAILS

SHEET **5**
OF **9** SHEETS

FILE NUMBER:

DISPERSED CSPR AND CSPR STD DETAILS HCl, JAN 2021.DWG 01-27-21 10:33AM



DISTANCE CHART

REFER TO THE FOLLOWING TABLE THAT LISTS THE LENGTH (IN FEET) FOR EACH SIZE/TYPE FITTING WITHIN WHICH ALL JOINTS JUST BE RESTRAINED. ALL FITTINGS AND JOINT RESTRAINTS SHALL BE INSTALLED PER MANUFACTURERS RECOMMENDATIONS & SPECIFICATIONS.

AS AN EXAMPLE, IF YOU ARE INSTALLING A 3" MAINLINE WITH A DIRECTIONAL CHANGE OF 90°, REFER TO CHART UNDER PIPE SIZE TO 3" AND UNDER BENDS 90 YOU WILL SEE THE DISTANCE OF 11'. IF THERE IS ANY JOINT (VALVE, BELL, ETC.) YOU MUST INSTALL A JOINT RESTRAINT WITHIN 11' OF THE 90° MAINLINE DIRECTIONAL CHANGE.

PIPE SIZE	BENDS				REDUCERS			DEAD END	
	11°	22°	45°	90°	1 STEP	2 STEP	3 STEP	BLIND	SERV. B.
3"	2'	3'	6'	11'	8'	10'	-	15'	30'
4"	2'	4'	9'	20'	14'	20'	31'	25'	45'

INSTALLATION CHART

REFER TO THE FOLLOWING TABLE WHICH LISTS THE NUMBER OF BOLTS, SIZE, AND TORQUE FOR EACH BOLT IN REFERENCE TO THE SIZE OF PIPE WHICH IS BEING RESTRAINED.

AS AN EXAMPLE, IF YOU HAVE A 3" PIPE, YOU WILL NEED 2 BOLTS THAT ARE 3/8" X 2.5" AND TIGHTEN THEM WITH A TORQUE WRENCH TO 20 FT-LBS.

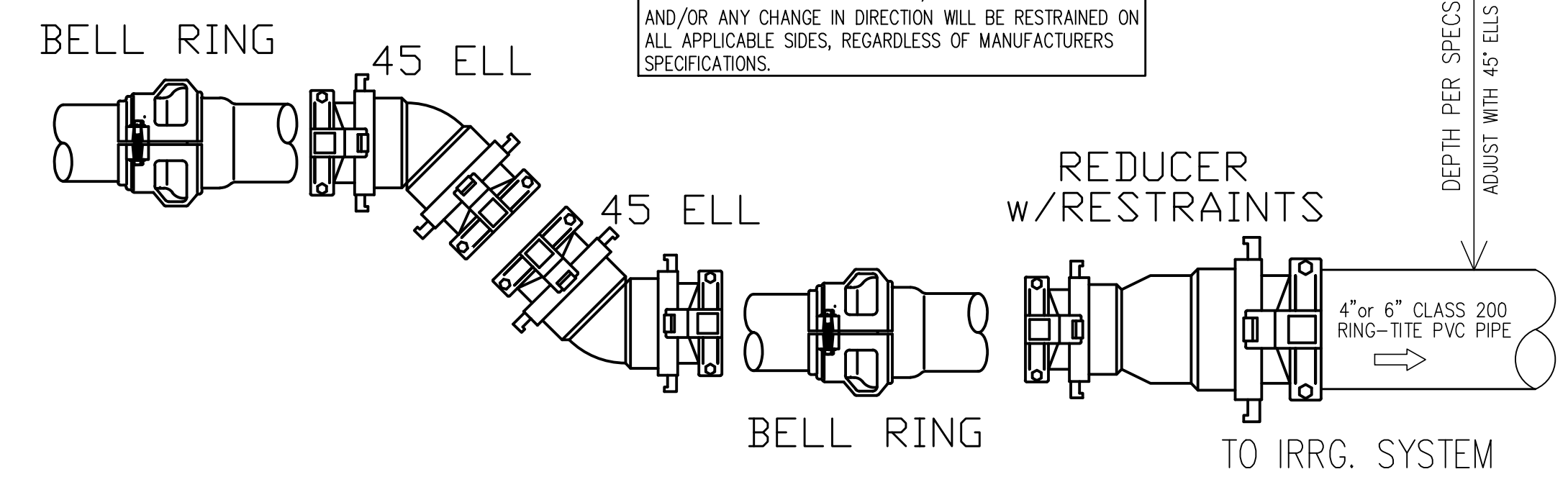
PIPE SIZE	NO. BOLTS	BOLT SIZE	TORQUE FT-LBS.
3"	2	3/8" x 2.5"	20
4"	2	1/2" x 3"	50

NOTES:

1. INSTALL ALL RESTRAINTS PER MANUFACTURER RECOMMENDATIONS AS REQUIRED.
2. FIELD PIPE CUT - OUTSIDE EDGE OF CUT PIPE MUST BE BEVELED AND SMOOTHED. STRAIGHT ALIGNMENT IS IMPORTANT IN ALL CASES.
3. IMPORTANT! LUBRICATE CARRIAGE BOLT THREADS USING WD-40 LUBRICANT TO PREVENT POSSIBILITY OF GALLING OR SEIZING OF THE STEEL THREADS.
4. SPIGOT AND BELL JOINTS - PROPER LUBRICANT MUST BE APPLIED TO THE INSTALLED GASKET TO REDUCE FRICTION AND AVOID GASKET DAMAGE. ALSO APPLY THIN COAT OF LUBRICANT TO THE BEVELED PORTION OF THE PLAIN PIPE END OR SPIGOT INSERTED INTO THE FITTING. USE COMMERCIAALLY AVAILABLE PUSH-ON JOINT LUBRICANTS THAT ARE NON-TOXIC, ODORLESS, TASTELESS, AND WILL NOT SUPPORT BACTERIA. 'SEAL LUBE' SK#87100FFERED BY WELDON CORP IS RECOMMENDED.

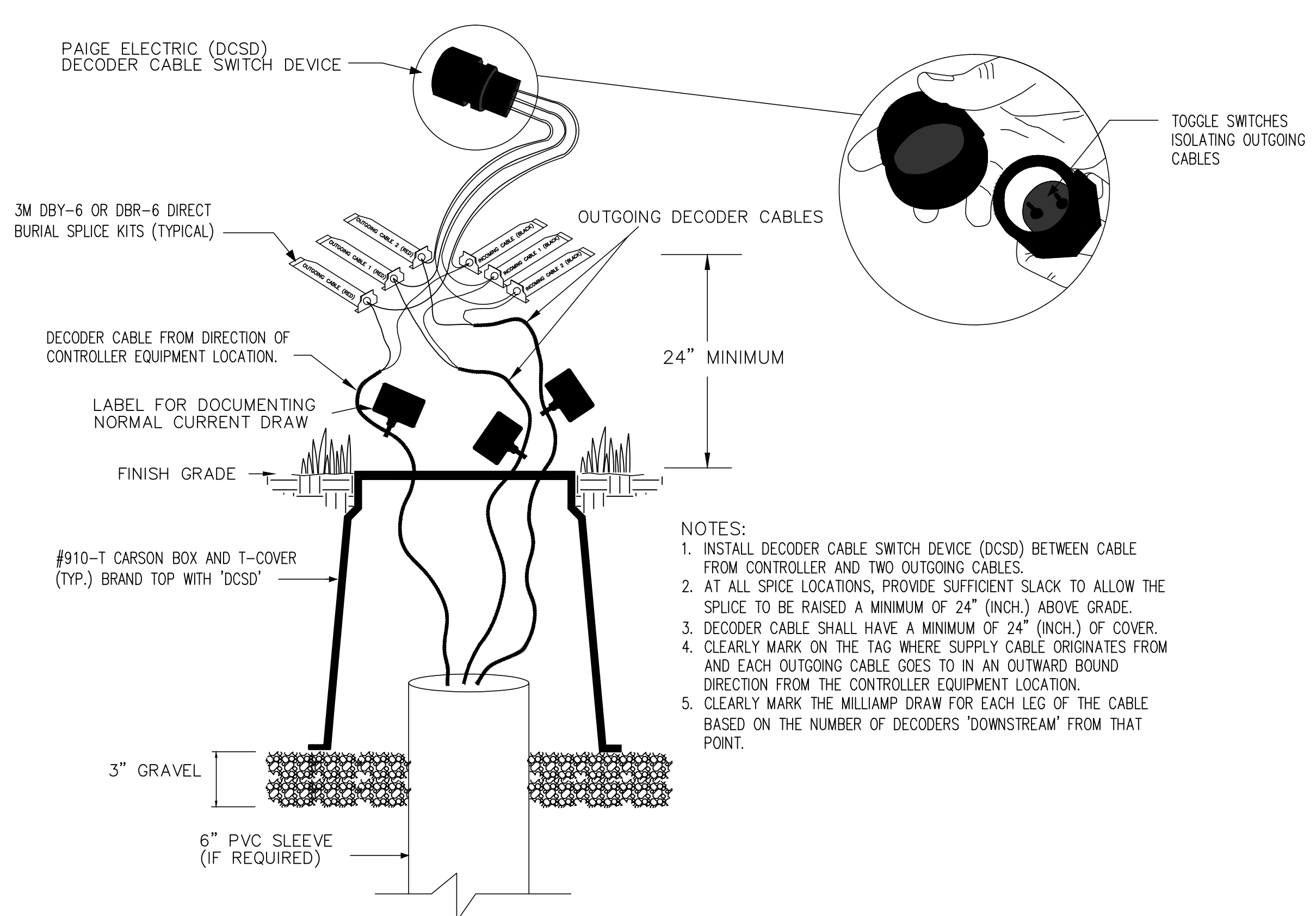
1 Joint Restraint Chart Detail

IN THE EVENT THAT THE MATERIAL FROM THE EXCAVATION OR TRENCHING IS FOUND TO BE UNSUITABLE FOR USE IN BACKFILL, IT SHALL BE REMOVED FROM THE SITE AND PROPERLY DISPOSED OF BY THE CONTRACTOR AND AT THE CONTRACTOR'S EXPENSE.



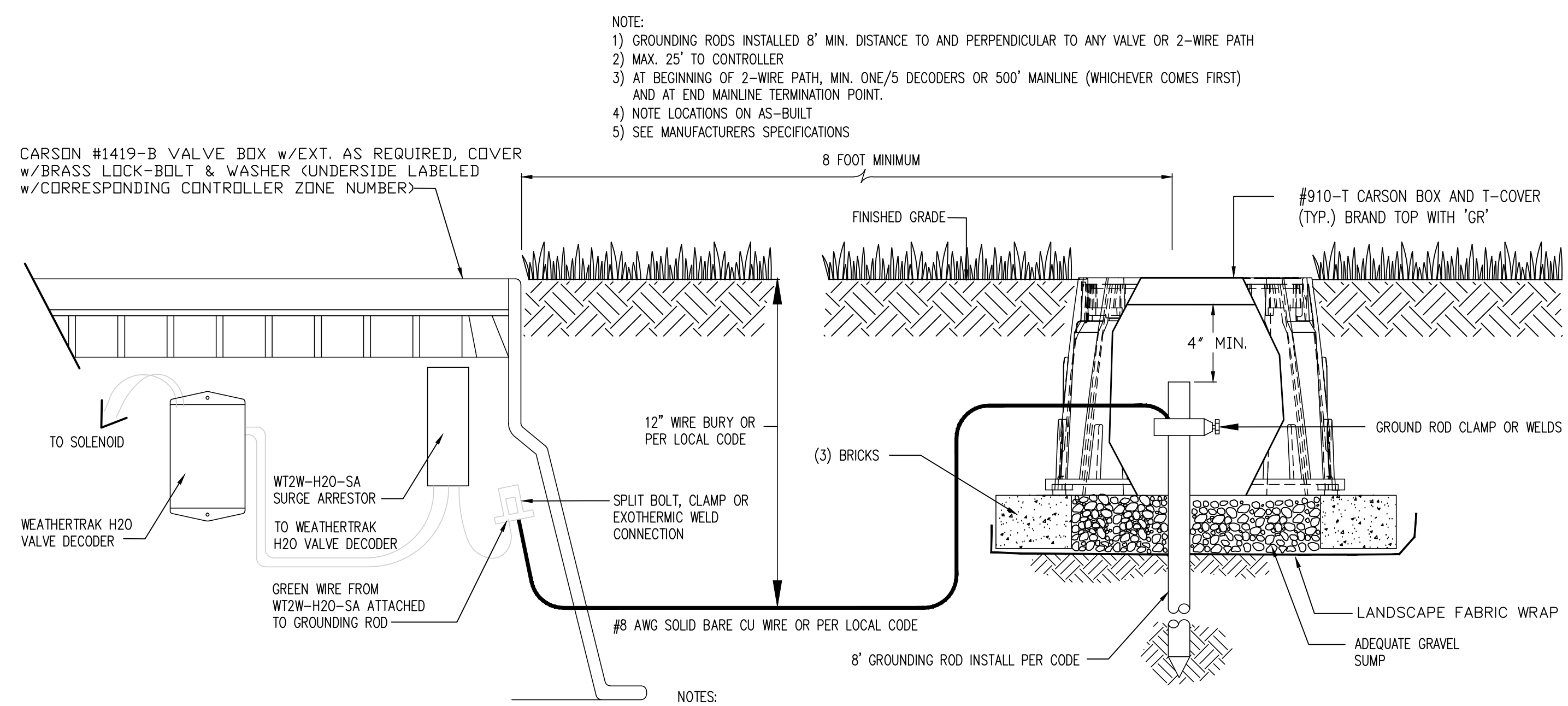
LB-SERIES ELL w/ Tapped Plug
 REDUCER MODEL #SB-304TP
 3"x2" NPT TERMINAL REDUCTION

LEEMCO 'PVC' CATEGORY 'B' IPS JOINT RESTRAINTS



PAIGE ELECTRIC (DCSD) INSTALLATION DETAIL
 Diagrammatic Not To Scale

LEEMCO DETAIL
 Diagrammatic Not To Scale



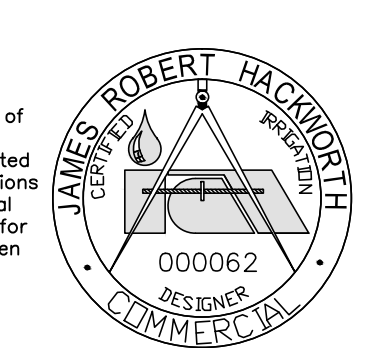
- NOTE:
- 1) GROUNDING RODS INSTALLED 8' MIN. DISTANCE TO AND PERPENDICULAR TO ANY VALVE OR 2-WIRE PATH
 - 2) MAX. 25' TO CONTROLLER
 - 3) AT BEGINNING OF 2-WIRE PATH, MIN. ONE/5 DECODERS OR 500' MAINLINE (WHICHEVER COMES FIRST) AND AT END MAINLINE TERMINATION POINT.
 - 4) NOTE LOCATIONS ON AS-BUILT
 - 5) SEE MANUFACTURERS SPECIFICATIONS

- NOTES:
- MOISTURE-RESISTANT CONNECTORS 3M DBY/6 OR EQUAL TO BE INSTALLED IN VERTICAL POSITION AS SHOWN
 - THIS BOX MAY BE A VALVE BOX OR A ROUND BOX. IF A VALVE BOX WITH VALVE, CONNECT DECODER FOR VALVES TO TWO-WIRE PATH AND WIRE FROM WT2W-H20-SA.
 - 8 FT. MIN. SEPARATION FROM OTHER EQUIPMENT.

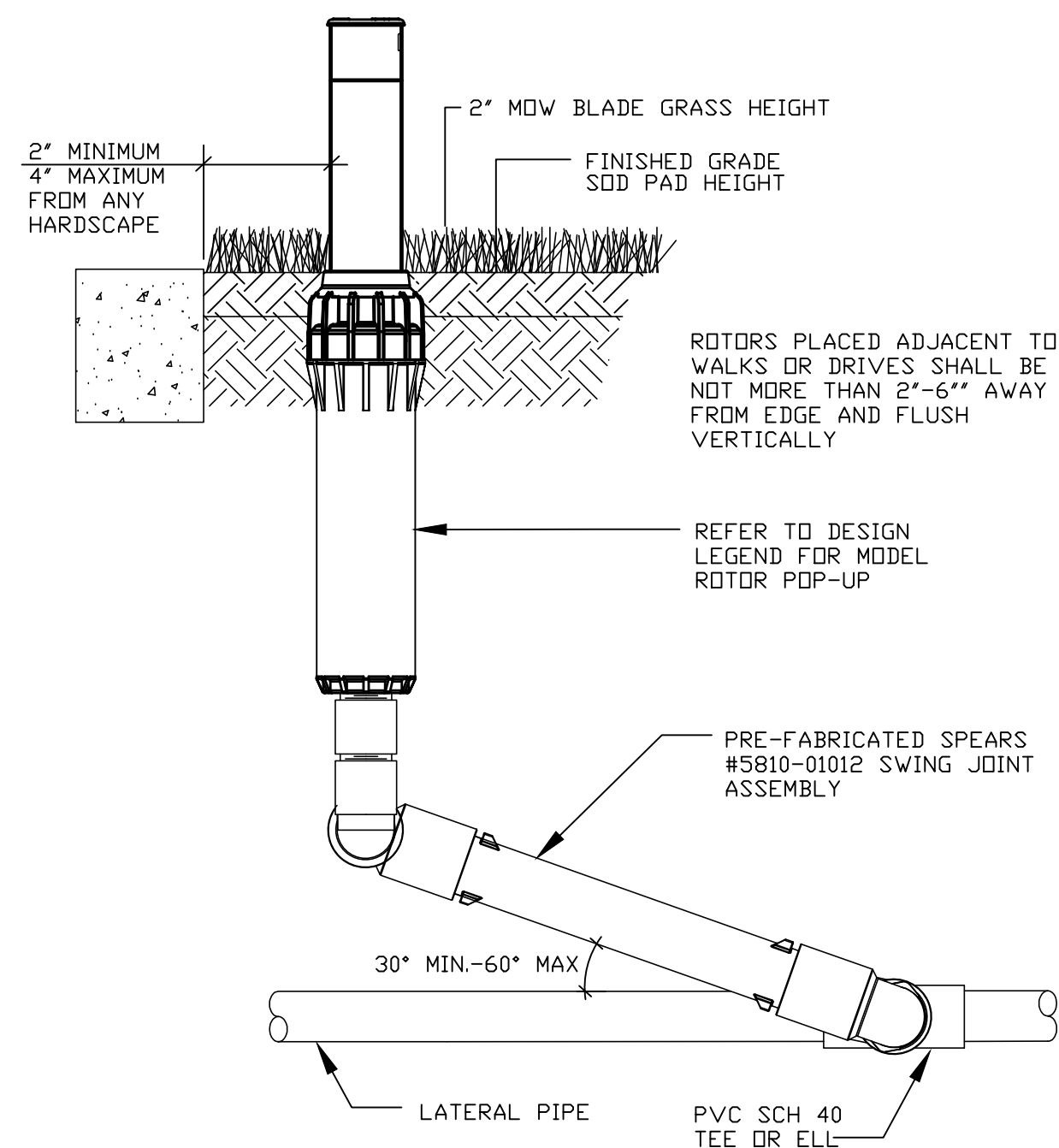
WEATHERTRAK 2-WIRE SURGE ARRESTOR DECODER AND DECODER CONNECTIONS
 Diagrammatic Not To Scale

Know what's below.
 Call before you dig.
 811
 Determine lo que esta bajo tierra.
 Llámala antes de excavar.

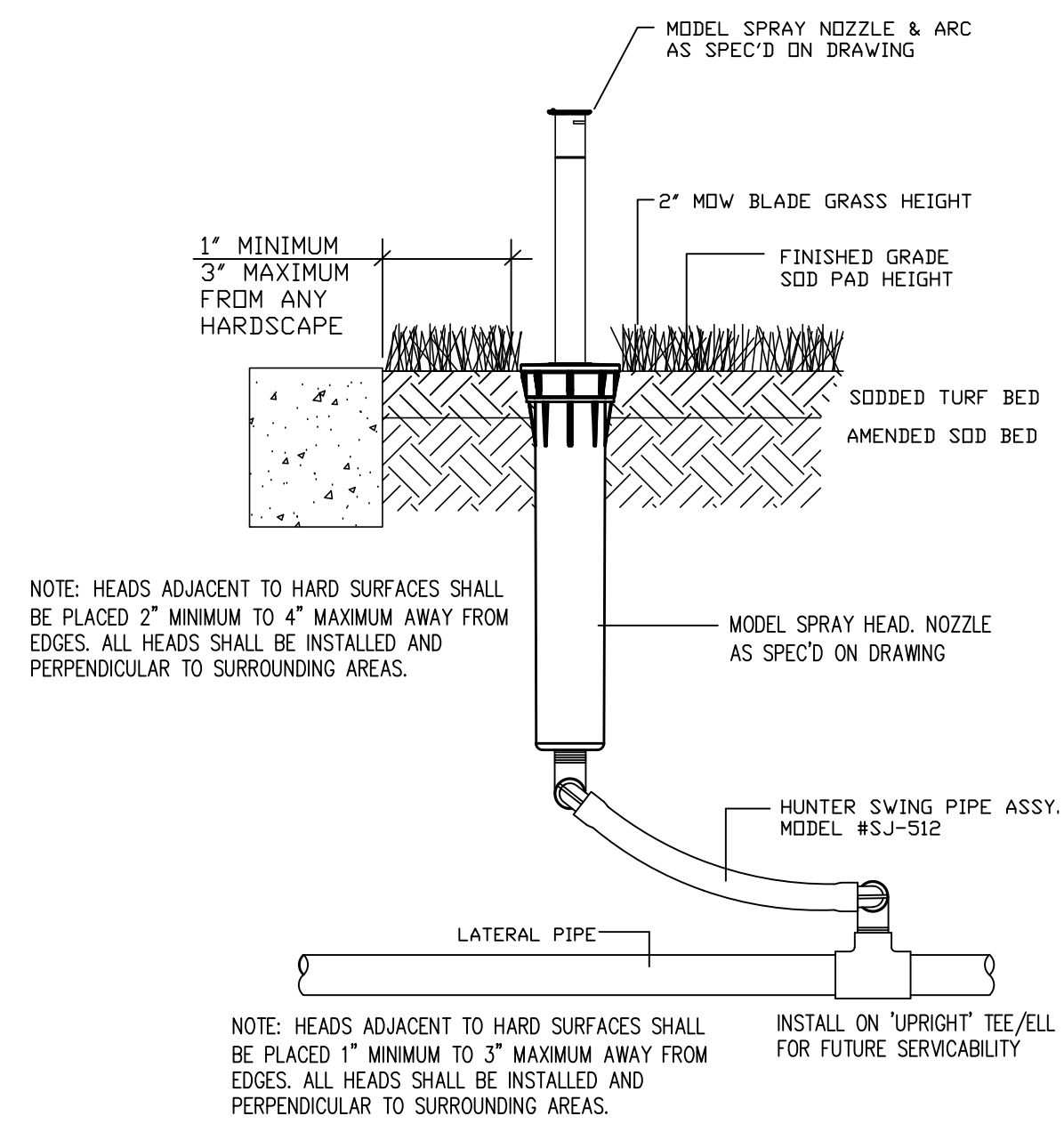
Reuse of Document
 This document is the property of HCl, LLC.
 The ideas and design incorporated on this document and specifications are instruments of professional service and shall not be used for any other project without written authorization of HCl, LLC.
 © 2020 HCl, LLC.
 All rights reserved.



IRRIGATION DESIGN BY:
HACKWORTH CONSULTING, LLC
 17265 SAWMILL ROAD
 (719) 590-3998 Ph
 (719) 287-4241 Cell
 Colorado Springs, CO 80908



ROTOR POP-UP
w/PRE-FAB SWING JOINT
Diagrammatic Not To Scale



MODEL SPRAY HEAD AS SPEC'D
Diagrammatic Not To Scale

BASE DATA DIRECTED HEREON
COPYRIGHTED TO THE CITY OF
COLORADO SPRINGS ON
BEHALF OF COLORADO
SPRINGS UTILITIES.

DESIGNED BY: JRH
DRAWN BY: JRH
DATE: JAN 14th, 2021
SCALE: AS NOTED
REVISIONS:

PARKS, RECREATIONAL AND
CULTURAL SERVICES
1401 RECREATION WAY
COLORADO SPRINGS, CO 80905
(719) 386-5940



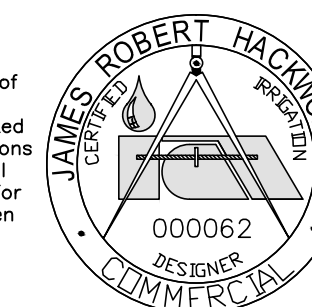
TITLE:
**CSPR STANDARD
IRRIGATION DETAILS**

SHEET 7
OF 9 SHEETS

FILE NUMBER:

Know what's below.
Call before you dig.
CALL BEFORE YOU DIG...
811
Determine lo que esta bajo tierra.
Llama antes de excavar.

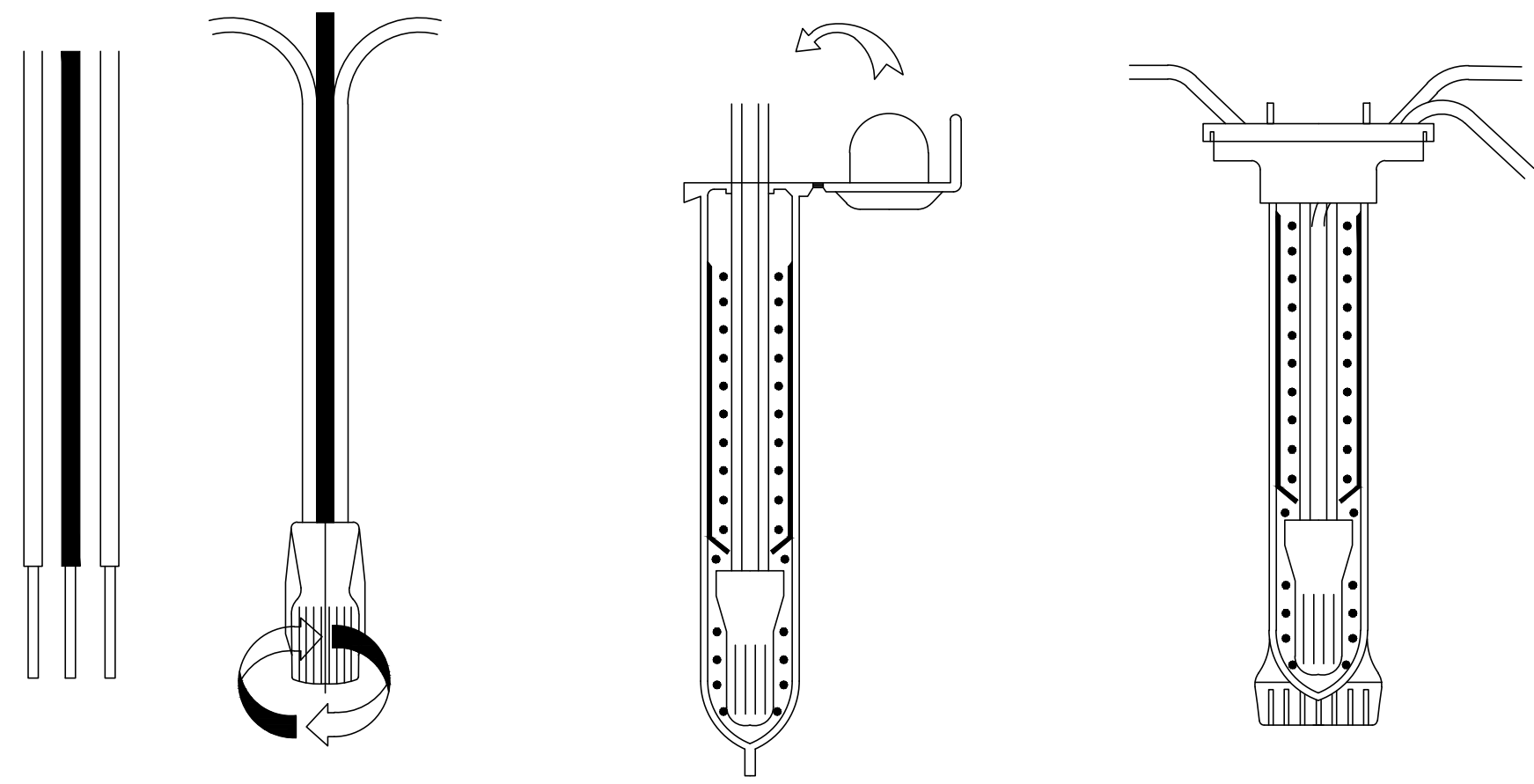
Reuse of Document
This document is the property of
HCI, LLC.
The ideas and design incorporated
on this document and specifications
are instruments of professional
service and shall not be used for
any other project without written
authorization of HCI, LLC.
© 2020 HCI, LLC.
All rights reserved.



h
**HACKWORTH
CONSULTING,
LLC**
IRRIGATION DESIGN BY:
James Hackworth
C.I.D. #000062
hcjm@comcast.net
17260 SAMMILL ROAD
(719) 599-3998 Ph
(719) 287-4241 Cell
Colorado Springs, CO 80908

DIRECT BURY/30V SINGLE CONDUCTOR TYPE
FOR ALL UNDERGROUND CONNECTIONS LAWN IRRIGATION SYSTEMS

NOTE: FOR DIRECT BURIAL SPLICES 'UL' LISTED 30V WITH WIRE SIZES No. 14, No. 12 AND No. 10. MAXIMUM THREE WIRES PER CONNECTOR.

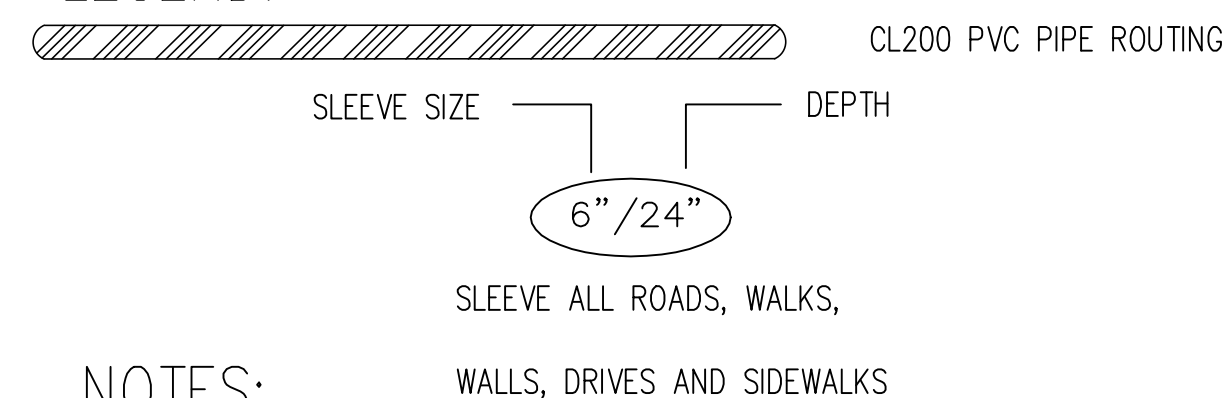


1. STRIP WIRES APPROXIMATELY 1/2" FROM ENDS. TWIST ENDS TOGETHER AND SCREW INTO WIRE NUT. AFTER PRE-TWISTING BARE WIRES 'DIP' ENDS INTO GREASE SLEEVE BEFORE INSTALLING WIRENUT.
2. INSERT THE SPLICE INTO THE GEL-FILLED TUBE. PUSH PAST THE LOCKING FINGERS TO HOLD THE SCOTCHLOCK CONNECTOR IN PLACE. NUT.
3. POSITION WIRE CHANNELS AND SNAP INSULATOR TUBE COVER CLOSED. SCOTCHLOCK CONNECTOR IN PLACE. NUT.

IMPORTANT: TURN OFF POWER BEFORE INSTALLING OR REMOVING CONNECTOR.

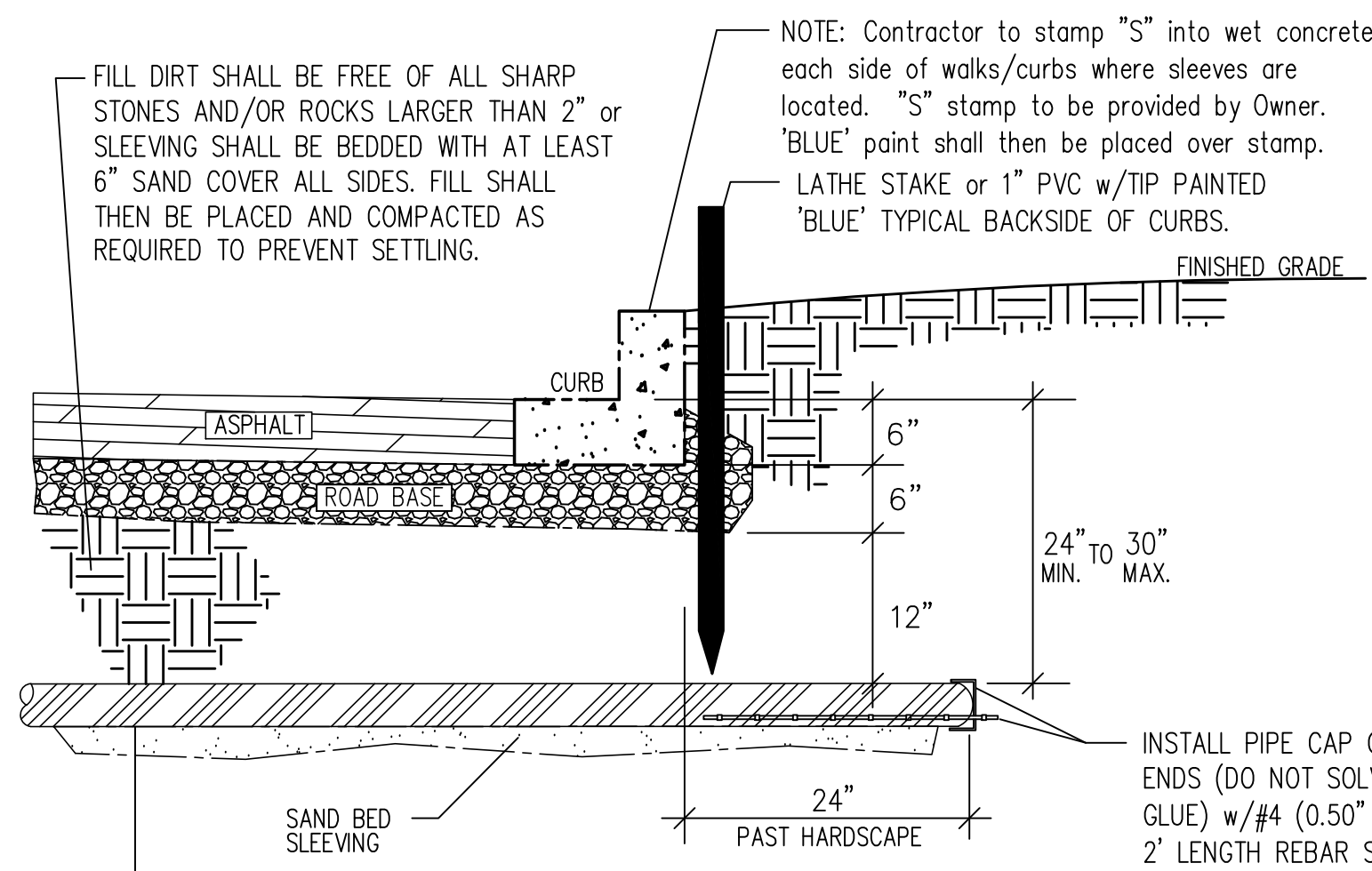
3M-DBR/Y6 WIRE CONNECTION DETAIL
Diagrammatic Not To Scale

LEGEND:



NOTES:

1. SLEEVING AT ALL ROADWAY CROSSINGS HAVE BEEN NOTED WITH SIZE AND DEPTH REQUIRED. SLEEVE ALL WALKS OR DRIVEWAYS WITH CL200 PVC SIZED TWICE PIPE DIAMETER CARRIED. WIRE CROSSINGS SHALL BE IN SEPARATE 2" CL200 PVC SLEEVE PARALLEL TO MAINLINE SLEEVE.



NOTE: Contractor to stamp "S" into wet concrete each side of walks/curbs where sleeves are located. "S" stamp to be provided by Owner. "BLUE" paint shall then be placed over stamp. LATHE STAKE or 1" PVC w/TIP PAINTED 'BLUE' TYPICAL BACKSIDE OF CURBS.

INSTALL PIPE CAP OVER BOTH ENDS (DO NOT SOLVENT WELD OR GLUE) w/#4 (0.50" or LARGER) by 2" LENGTH REBAR SECURELY DUCT TAPPED INSIDE PIPE AND THROUGH HOLE DRILLED INTO CAP END FOR FUTURE LOCATE VIA METAL DETECTOR.

USE CLASS 200 PVC PIPE (or thicker wall SCH 40) (SIZE AS NOTED) AT LEAST TWICE DIAMETER PIPING TO BE PLACED INTO SLEEVE FUTURE. MULTIPLE SLEEVES PLACED SIDE BY SIDE SHALL BE NO CLOSER THAN 6" APART FROM EACH OTHER AND BEDDED BETWEEN WITH SAND.

WIRE SIZE (AWG)	MAXIMUM NUMBER OF WIRES TO BE INSTALLED IN A SCHEDULE 40 PVC SLEEVE			WIRE SIZE (AWG)
	2"	2-1/2"	3"	
14	25	40	56	14
12	20	33	50	12
COMMUNICATION CABLE	2" PVC			

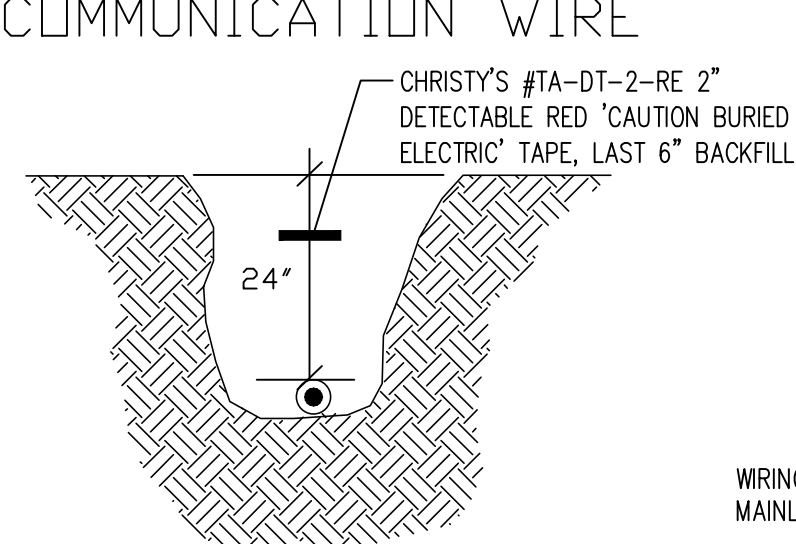
MINIMUM SLEEVE SIZE TO BE INSTALLED IN A SCHEDULE 40 PVC SLEEVE	
LATERAL or MAINLINE SIZE	REQ. SLEEVE SIZE & (QUANTITY)
3/4" to 1-1/4"	2" PVC (1)
1-1/2" to 2"	4" PVC (1)
2-1/2" to 3"	6" PVC (1)
4"	8" PVC (1)
6"	12" PVC (1)

NOTE:

1. ALL WIRE SLEEVES TO BE SCHEDULE 40 PVC AND SHALL BE INSTALLED WITH A MINIMUM OFFSET AT THE JOINTS TO PERMIT EASY INSTALLATION AND REMOVAL OF CONTROL AND COMMON WIRES. ALL WIRES SHALL BE INSTALLED IN SLEEVES UNDER THE PAVED AREAS. SLEEVES SHALL EXTEND AT LEAST 12" BEYOND THE EDGES OF THE PAVEMENT. SIZE OF SLEEVES SHALL BE AS SHOWN.

IRRIGATION SLEEVING DETAIL
Diagrammatic Not To Scale

110/120 VOLT & COMMUNICATION WIRE

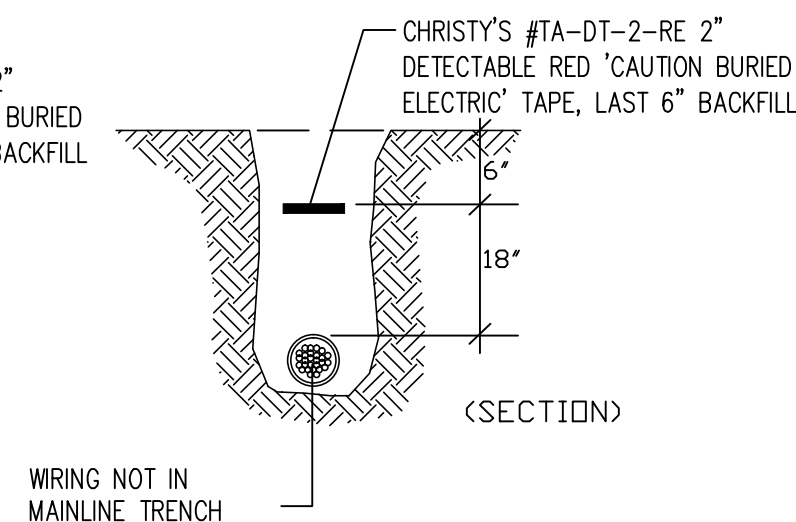


ALL 120 VOLT WIRING IN CONDUIT TO BE INSTALLED PER STATE AND LOCAL CODES.

14 GAUGE PE CONTROL WIRES	
Number of Wires	Size of Conduit
19	1-1/2" (40 mm)
31	2" (50 MM)
44	2-1/2" (65 MM)
68	3" (75 MM)

12 GAUGE PE CONTROL WIRES	
Number of Wires	Size of Conduit
16	1-1/2" (40 mm)
26	2" (50 MM)
37	2-1/2" (65 MM)
58	3" (75 MM)

CONTROL WIRING

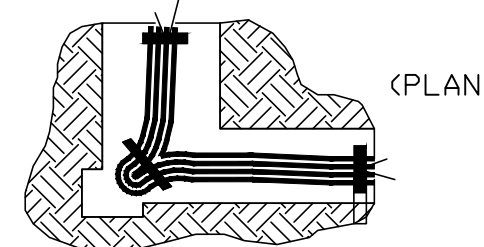


WIRING NOT IN MAINLINE TRENCH

PROVIDE PVC CONDUIT FOR WIRES WHEN TRENCHED ALONE OR ALONG SIDE MAINLINE SLEEVE BENEATH WALKS OR PAVEMENT.

WIRE ONLY

NOTE: USE ONLY PAIGE ELECTRIC P7072D WIRE FOR 2-WIRE DECODER SYSTEMS.



BAND 20° LOOP OF WIRES IN ALL CHANGES OF DIRECTION GREATER THAN 30 DEGREES. UNTIE LOOPS AFTER CONNECTIONS ARE MADE.

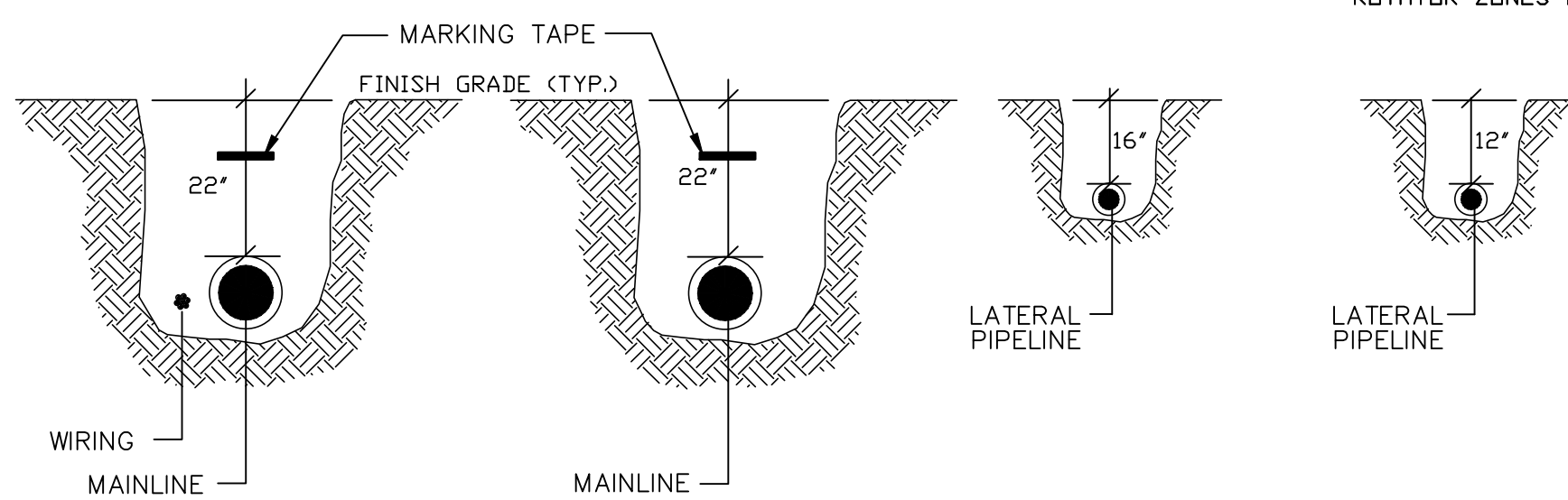
WIRE TRENCHING DETAIL

Diagrammatic Not To Scale

NOTES:

1. ALL PIPE SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. NO PIPE OR WIRE SHALL BE LOCATED UNDER PAVING UNLESS IT IS SLEEVED.
3. PARALLEL PIPING SHALL NOT BE INSTALLED IN SAME TRENCH BESIDE OR ATOP ONE ANOTHER.
4. BACKFILL MATERIAL SHALL BE FREE OF RUBBISH, VEGETABLE MATTER, FROZEN MATERIALS, AND STONES LARGER THAN 3/8" IN MAXIMUM DIMENSIONS. PROVIDE NOT LESS THAN 6" OF CLEARANCE BETWEEN EACH LATERAL LINE, AND NOT LESS THAN 18" OF CLEARANCE BETWEEN LATERAL LINES AND MAINS.

MAINLINE, LATERAL LINE, MAINLINE ONLY AND WIRING



- NO PIPING SHALL BE INSTALLED WITH LESS THAN 12" LATERAL CLEARANCE HORIZONTALLY, NOR 6" VERTICALLY (NO SHARED TRENCHES)

- INSTALL ALL MAINLINE AND LATERAL LINE PIPING PER SPECIFICATIONS AND IN FULL ACCORDANCE WITH MANUFACTURER'S INSTALLATION INSTRUCTIONS.

- DEPTHS INDICATED ARE MINIMUM DEPTHS TO TOP OF PIPELINE AND NOT TRENCH DEPTH.

- WIRING AND PIPING SHALL BE INSTALLED IN SEPARATE SLEEVES AT LOCATIONS NOTED ON DRAWINGS. SLEEVE MINIMUM SIZING SHALL BE DOUBLE THE BUNDLE OR PIPE DIAMETER.

- CLEAN BACKFILL SHALL HAVE 90% RELATIVE COMPACTION, CLEAN SOIL, NO BRANCHES, ROOTS AND ROCK FREE.

- CRISSEY WATER LINE MARKING TAPE LABELED 'BURIED WATER PIPE' SHALL BE INSTALLED ALONG DITCH AT CENTERLINE OF MAINLINE PIPES (8"-8" DEEP) WITH AN EXPOSED END AT ALL VALVES AND CONTROLLER.

- SAND BED PIPING 6" ALL SIDES IN ROCKY TRENCH EXCAVATIONS

- IN THE EVENT THAT THE MATERIAL FROM THE EXCAVATION OR TRENCHING IS FOUND TO BE UNSUITABLE FOR USE IN BACKFILL, IT SHALL BE REMOVED FROM THE SITE AND PROPERLY DISPOSED OF BY THE CONTRACTOR AND AT THE CONTRACTOR'S EXPENSE.

PIPE SIZING CHART	
SIZE OF PIPE	MAXIMUM GPM
3/4"	10
1"	15
1-1/2"	35
2"	55
2-1/2"	75
3"	110
4"	225

PVC PIPE TRENCHING DETAIL
Diagrammatic Not To Scale

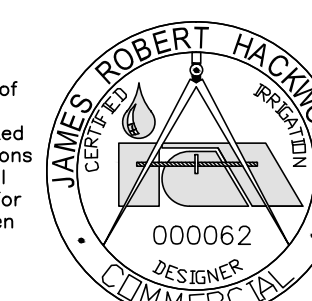
Know what's below. Call before you dig.



Determina lo que esta bajo tierra. Llámala antes de excavar.

48 HOURS BEFORE YOU DIG. CALL UTILITY LOCATORS FOR LOCATING AND MARKING GAS, ELECTRIC, WATER AND WASTEWATER

Reuse of Document
This document is the property of HCl, LLC.
The ideas and design incorporated on this document and specifications are instruments of professional service and shall not be used for any other project without written authorization of HCl, LLC.
© 2020 HCl, LLC. All rights reserved.



IRRIGATION DESIGN BY:
James Hackworth
C.I.D. #000062
hcljm@comcast.net
17850 SAMMILL ROAD
(719) 599-3998 Ph
(719) 287-4241 Cell
Colorado Springs, CO 80908

BASE DATA DIRECTED HEREON COPYRIGHTED TO THE CITY OF COLORADO SPRINGS ON BEHALF OF COLORADO SPRINGS UTILITIES.

DESIGNED BY: JRH
DRAWN BY: JRH
DATE: JAN 14th, 2021
SCALE: AS NOTED
REVISIONS:

PARKS, RECREATIONAL AND CULTURAL SERVICES
1401 RECREATION WAY
COLORADO SPRINGS, CO 80905
(719) 385-5940



TITLE: CSPR STANDARD IRRIGATION DETAILS

SHEET 8 OF 9 SHEETS

FILE NUMBER:

DISPERSED COPY: APPROXIMATE 1/10 DETAILS: HCl, ANNO: 1/10, 01-07-20, 10/23/2018

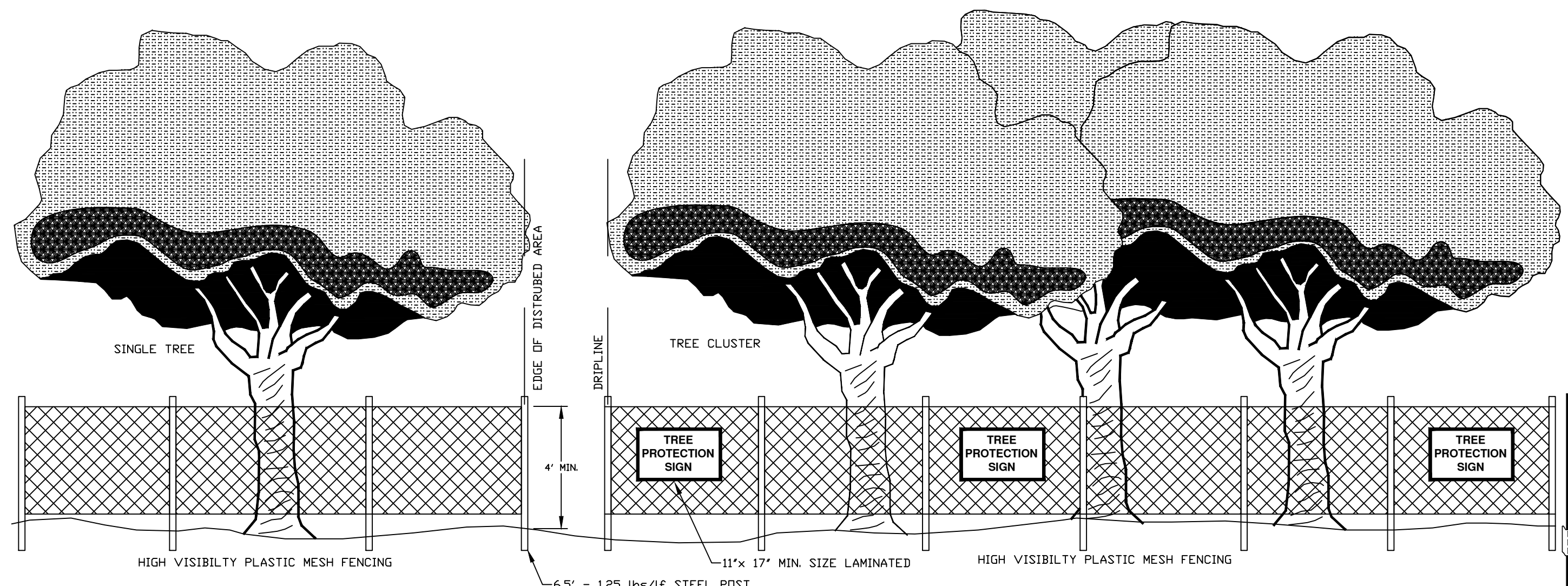
NOTES & PROCEDURES

THE FOLLOWING ACTIVITIES ARE PROHIBITED WITHIN THE LIMITS OF THE CRITICAL ROOT ZONE (CRZ) OF ANY PROTECTED TREE SUBJECT TO THE PROVISIONS OF THE TREE PRESERVATION ORDINANCE. THE FOLLOWING PROCEDURES SHALL BE FOLLOWED ON ALL TYPES OF CONSTRUCTION PROJECTS (INCLUDING RESIDENTIAL, COMMERCIAL, AND MUNICIPAL / PUBLIC DOMAIN PROJECTS).

1. MATERIAL STORAGE; NO STORAGE OR PLACEMENT OF MATERIALS INTENDED FOR USE IN CONSTRUCTION OR WASTE MATERIALS ACCUMULATED DUE TO EXCAVATION OR DEMOLITION SHALL BE PLACED WITHIN THE LIMITS OF THE CRITICAL ROOT ZONE.
2. EQUIPMENT CLEANING/LIQUID DISPOSAL: NO EQUIPMENT SHALL BE CLEANED OR OTHER LIQUIDS, INCLUDING, WITHOUT LIMITATION, PAINT, OIL, SOLVENTS, ASPHALT, CONCRETE, MORTAR OR SIMILAR MATERIALS DEPOSITED OR ALLOWED TO FLOW INTO CRITICAL ROOT ZONE OF A PROTECTED TREE.
3. TREE ATTACHMENTS: NO SIGNS, WIRES, OR OTHER ATTACHMENTS, OTHER THAN THOSE OF A PROTECTIVE NATURE, SHALL BE ATTACHED TO ANY PROTECTED TREE.
4. VEHICULAR TRAFFIC: NO VEHICULAR AND/OR CONSTRUCTION EQUIPMENT TRAFFIC OR PARKING SHALL TAKE PLACE WITHIN CRITICAL ROOT ZONE OF ANY PROTECTED TREE.
5. GRADE CHANGES: NO GRADE CHANGES SHALL BE ALLOWED WITHIN THE LIMITS OF THE CRITICAL ROOT ZONE OF ANY PROTECTED TREE UNLESS ADEQUATE PROTECTIVE CONSTRUCTION METHODS ARE APPROVED IN ADVANCE IN WRITING BY COLORADO SPRINGS FORESTRY DEPARTMENT.
6. NO HEAVY EQUIPMENT, INCLUDING BUT NOT LIMITED TO TRUCKS, TRAILERS, BULLDOZERS, BOBCAT TRACTORS, TRENCHERS, COMPRESSORS AND HOISTS, SHALL BE ALLOWED INSIDE THE DRIP LINE OF ANY PROTECTED TREE ON ANY CONSTRUCTION SITE WITHOUT WRITTEN PERMISSION OF THE COLORADO SPRINGS FORESTRY DEPARTMENT.

THE FOLLOWING PROCEDURES SHALL BE FOLLOWED FOR ALL TYPES OF CONSTRUCTION.

1. PROTECTIVE FENCING PRIOR TO COMMENCING CONSTRUCTION, THE CONTRACTOR OR SUB CONTRACTOR SHALL CONSTRUCT AND MAINTAIN, FOR EACH PROTECTED TREE ON THE CONSTRUCTION SITE, A PROTECTIVE FENCING WHICH ENCLOSES THE OUTER LIMITS OF THE CRITICAL ROOT ZONE OF THE TREE TO PROTECT IT FROM CONSTRUCTION ACTIVITY.
2. ALL PROTECTIVE FENCING SHALL BE IN PLACE PRIOR TO COMMENCEMENT OF ANY SITE WORK AND REMAIN IN PLACE UNTIL ALL EXTERIOR CONSTRUCTION ACTIVITY AT THE SITE HAS BEEN COMPLETED.
3. PROTECTIVE FENCING SHALL BE AT LEAST FOUR (4) FEET HIGH, CLEARLY VISIBLE, AND SHALL HAVE A TREE PROTECTION SIGN AFFIXED TO THE FENCE EVERY TWENTY (20) FEET IN SUCH A MANNER TO BE CLEARLY VISIBLE TO WORKERS ON THE SITE.
4. THE USE OF ORANGE VINYL CONSTRUCTION FENCING OR OTHER SIMILAR FENCING IS GENERALLY PERMITTED ONLY IF THERE IS NO CONSTRUCTION OR VEHICULAR ACTIVITY WITHIN TEN (10) FEET OF THE FENCE. IF CONSTRUCTION ACTIVITY OR VEHICULAR TRAFFIC IS EXPECTED WITHIN TEN (10) FEET OF THE FENCE, THE FENCE SHALL BE CONSTRUCTED OF CHAIN LINK OR OTHER SIMILAR MATERIAL, WOODEN MATERIAL OR SEMI-RIGID VINYL TAPE FENCING SUPPORTED WITH A TOP WIRE OR EQUIVALENT SUPPORT MATERIAL AFFIXED TO METAL OR WOODEN POSTS, ALL OF WHICH SHALL BE SIX (6) FEET IN HEIGHT.
5. ALL PROTECTIVE FENCING SHALL BE SUPPORTED AT TEN (10) FOOT INTERVALS BY APPROVED METHODS SUFFICIENT ENOUGH TO KEEP THE FENCE UPRIGHT AND IN PLACE FOR THE DURATION OF THE CONSTRUCTION.
6. THE RESPONSIBLE PARTY/CONSTRUCTION CONTRACTOR SHALL CAUSE THE REQUIRED FENCING TO BE INSTALLED AND MAINTAINED FOR THE DURATION OF THE CONSTRUCTION.
7. FOR PERMITS INVOLVING TRENCHING SUCH AS IRRIGATION SYSTEMS OR UNDERGROUND ELECTRICAL WORK, THE APPLICANT SHALL PROVIDE SUFFICIENT PLANS TO PROVIDE PROTECTION OF THE TREES IN THE VICINITY OF THE WORK.
8. THE "TREE PROTECTION SIGN" TREE PRESERVATION INSTRUCTION DETAIL SHEET AND THE APPROVED TREE CONSERVATION PLAN SHALL BE POSTED AT EACH ENTRANCE TO THE SUBJECT PROPERTY UPON WHICH ONE OR MORE TREES SUBJECT TO THE PERMIT IS SITUATED, AND AT ANY OTHER LOCATION DESIGNATED BY CITY OF COLORADO SPRINGS FORESTRY DEPARTMENT.
9. ALL OF THE ABOVE CONDITIONS MUST BE ADHERED TO AND INSPECTED BY CITY OF COLORADO SPRINGS FORESTRY DEPARTMENT PRIOR TO THE ISSUANCE OF ANY PERMITS.



PROTECTIVE FENCING:
 ORANGE VINYL CONSTRUCTION FENCING, CHAIN LINK FENCING, SNOW FENCING OR OTHER SIMILAR FENCING AT LEAST FOUR FEET (4') HIGH AND SUPPORTED AT A MAXIMUM OF TEN-FOOT (10') INTERVALS BY APPROVED METHODS SUFFICIENT ENOUGH TO KEEP THE FENCE UPRIGHT AND IN PLACE. THE FENCING SHALL BE OF A HIGHLY VISIBLE MATERIAL AND SHALL HAVE TREE PROTECTION SIGN AFFIXED TO THE FENCE EVERY TWENTY (20) FEET IN SUCH A MANNER TO BE CLEARLY VISIBLE TO WORKERS ON-SITE.

PRIOR TO CONSTRUCTION:
 THE CONTRACTOR OR SUBCONTRACTOR SHALL CONSTRUCT AND MAINTAIN, FOR EACH PROTECTED TREE OR GROUP OF TREES ON A CONSTRUCTION SITE, A PROTECTIVE FENCING WHICH ENCLOSES THE OUTER LIMITS OF THE CRITICAL ROOT ZONE (CRZ) OF THE TREES TO PROTECT THEM FROM CONSTRUCTION ACTIVITY. ALL PROTECTIVE FENCING SHALL BE IN PLACE PRIOR TO COMMENCEMENT OF ANY SITE WORK AND REMAIN IN PLACE UNTIL ALL EXTERIOR WORK HAS BEEN COMPLETED.

TYPICAL FENCING TREE PROTECTION DETAIL

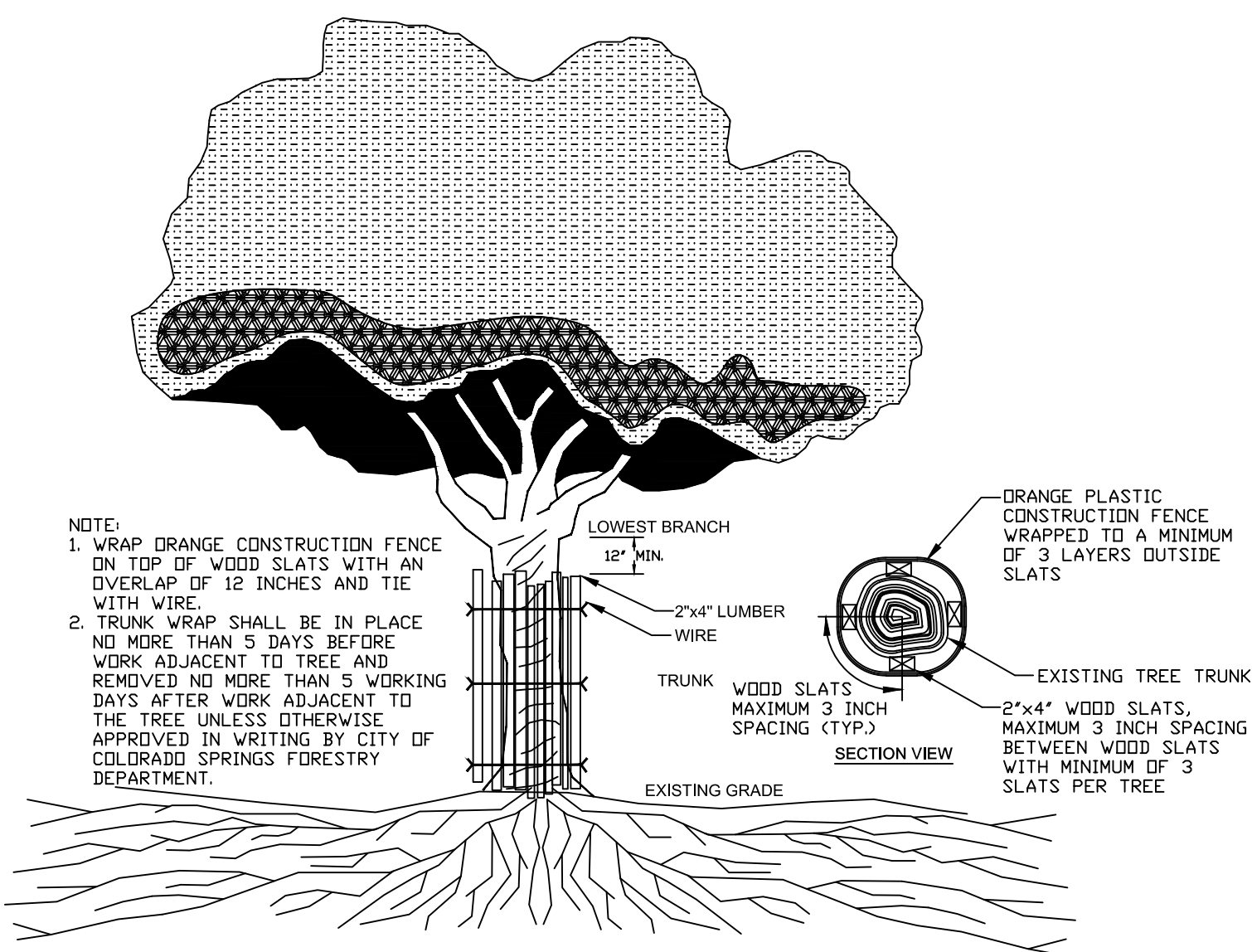
Diagrammatic Not To Scale

TREE PROTECTION ZONES

- The Tree Protection Zone (TPZ) shall be equal to eighteen inches (18") radially from the tree for every one inch of trunk diameter at breast height (DBH = 4.5' above soil line).
- The Critical Root Zone (CRZ) shall be equal to twelve inches (12") radially from the tree for every one inch of trunk diameter at breast height (DBH = 4.5' above soil line).
- The Structural Root Zone (SRZ) shall be equal to six inches (6") radially from the tree for every one inch of trunk diameter at breast height (DBH = 4.5' above soil line).

6-1/2" GREEN STUCCO T-STYLE WHITE TOP FENCE POST - 1.25 LBS. PER FOOT APPROXIMATE INCLUDING NUTS PLUS A STABILIZING PLATE APPROX ONE FOOT FROM BOTTOM WEIGHS APPROX 0.5 LBS. TOTAL WEIGHT 8.3 LBS. APPROX.

2" DIA. x 6-1/2" LODGEPOLE PINE

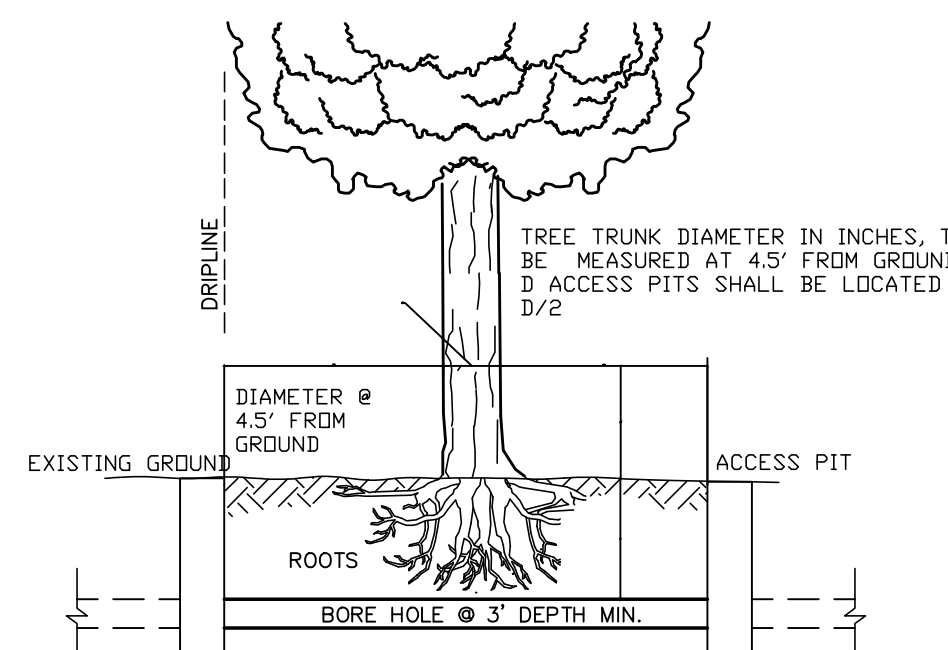
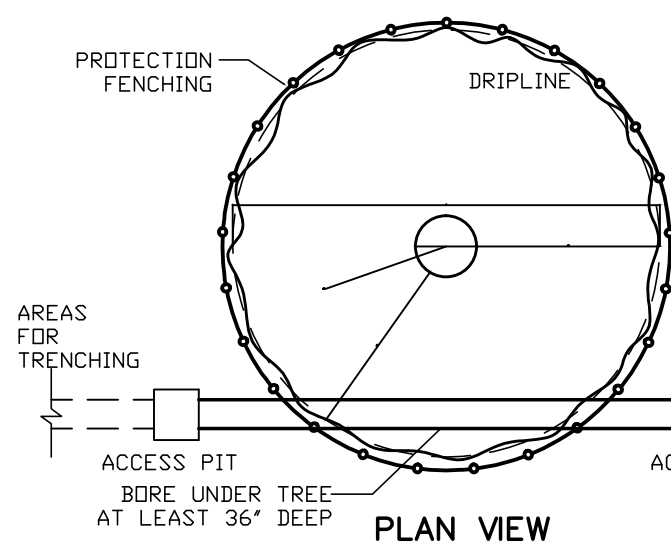


NOTE:
 1. WRAP ORANGE CONSTRUCTION FENCE ON TOP OF WOOD SLATS WITH AN OVERLAP OF 12 INCHES AND TIE WITH WIRE.
 2. TRUNK WRAP SHALL BE IN PLACE NO MORE THAN 5 DAYS BEFORE WORK ADJACENT TO TREE AND REMOVED NO MORE THAN 5 WORKING DAYS AFTER WORK ADJACENT TO THE TREE UNLESS OTHERWISE APPROVED IN WRITING BY CITY OF COLORADO SPRINGS FORESTRY DEPARTMENT.

IN SITUATIONS WHERE A PROTECTED TREE REMAINS IN THE IMMEDIATE AREA OF INTENDED CONSTRUCTION AND THE TREE MAY BE IN DANGER OF BEING DAMAGED BY CONSTRUCTION EQUIPMENT OR OTHER ACTIVITY, THE CONTRACTOR OR SUB-CONTRACTOR SHALL PROTECT THE TREE WITH 2"x4" LUMBER ENCLOSED WITH WIRE OR OTHER MEANS THAT DO NOT DAMAGE THE TREE. THE INTENT IS TO PROTECT THE TREE AGAINST INCIDENTAL CONTACT BY LARGE CONSTRUCTION EQUIPMENT.

TYPICAL BARK PROTECTION DETAIL

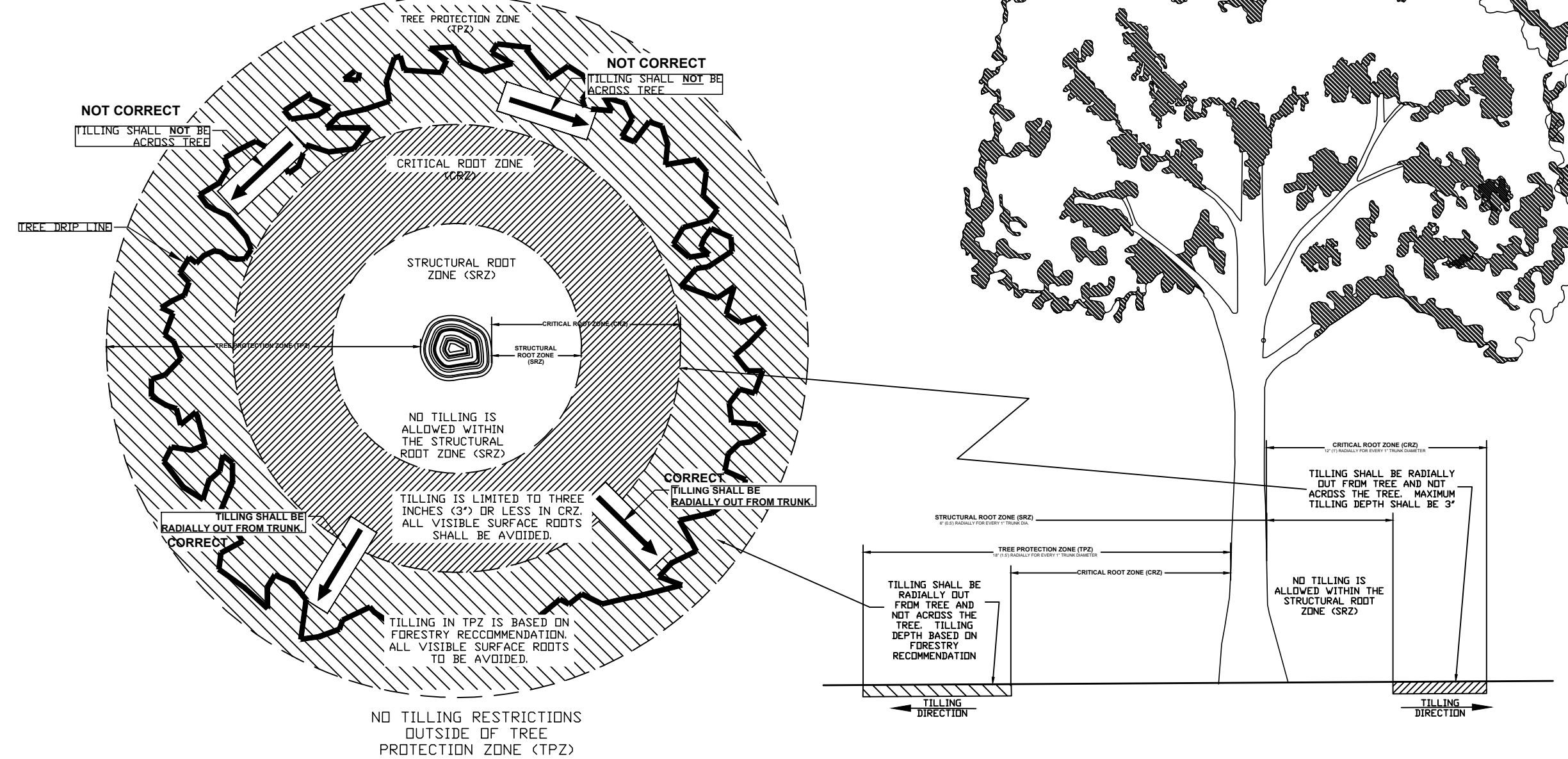
Diagrammatic Not To Scale



1. TREE PROTECTION MEASURES MUST BE IN PLACE BEFORE CONSTRUCTION, DEMOLITION, GRADING ACTIVITIES AND/OR IRRIGATION TRENCHING COMMENCE.
2. TREES CALLED OUT FOR PRESERVATION SHALL BE FENCED AT THE DRIPLINE. ERECTION OF FENCE PROTECTION AROUND TREES SHALL BE MINIMUM 6' LONG #5 REBAR OR T-POSTS DRIVEN 1' INTO THE GROUND @ 8' O.C. AT DRIPLINE. ATTACH ORANGE MESH BARRIER WITH NYLON ZIP TIES OR TWISTED WIRE TO REBAR OR T-POSTS. FENCING MAY OCCUR AT THE COMBINED DRIPLEINES OF GROVES OF TREES. PLACE 4"-6" BARK MULCH BENEATH DRIPLEINES OF TREES TO BE PRESERVED. KEEP BARK 2-3 FEET FROM TREE TRUNKS.
3. NO GRADING SHALL OCCUR WITHIN THE DRIPLEINES/FENCED AREA OF EXISTING TREES.
4. NO CONSTRUCTION MATERIALS OR CONSTRUCTION VEHICLES MAY BE STORED WITHIN DRIPLEINES/FENCED AREAS OF EXISTING TREES.
5. CONSTRUCTION VEHICLES OR MACHINERY MAY NOT PASS BETWEEN TWO OR MORE EXISTING TREES IDENTIFIED FOR PRESERVATION IF THEIR CANOPIES ARE WITHIN 10 FEET OF TOUCHING. ADDITIONAL FENCING MAY BE REQUIRED AS NEEDED TO SATISFY THIS REQUIREMENT.
6. CONTRACTOR IS REQUIRED TO HAVE ARBORIST CERTIFIED BY THE INTERNATIONAL SOCIETY OF ARBORICULTURE (ISA), APPROVED BY CSPP, ON SITE IF SITE CONSTRUCTION EFFORTS REQUIRE REMOVAL OF EXISTING ROOTS OR BRANCH PRUNING. ROOTS APPROVED FOR CUTTING MUST BE CUT CLEANLY WITH A SAW, RIPPING OR SHREDDING ROOTS SUBJECT TO FINE/PENALTY.
7. UNAUTHORIZED TREE REMOVAL IS SUBJECT TO REPLACEMENT EQUAL TO THE APPRAISED VALUE OF THE TREE LOST.
8. THE CONTRACTOR IS REQUIRED TO WATER, AND ATTEND TO OTHER MAINTENANCE NEEDS OF EXISTING TREES TO MAINTAIN HEALTHY GROWTH THROUGHOUT THE CONSTRUCTION PERIOD. TREES SHALL BE WATERED ACCORDING TO WEATHER AND TREE SPECIES REQUIREMENTS.
9. ALL IRRIGATION TRENCHING WITHIN TREE PROTECTION LIMITS DEFINED ABOVE SHALL BE "HAND EXCAVATED" AVOIDING AS MUCH DAMAGE TO ROOTS AS POSSIBLE.

EXISTING TREE PROTECTION/TRENCHING DETAIL

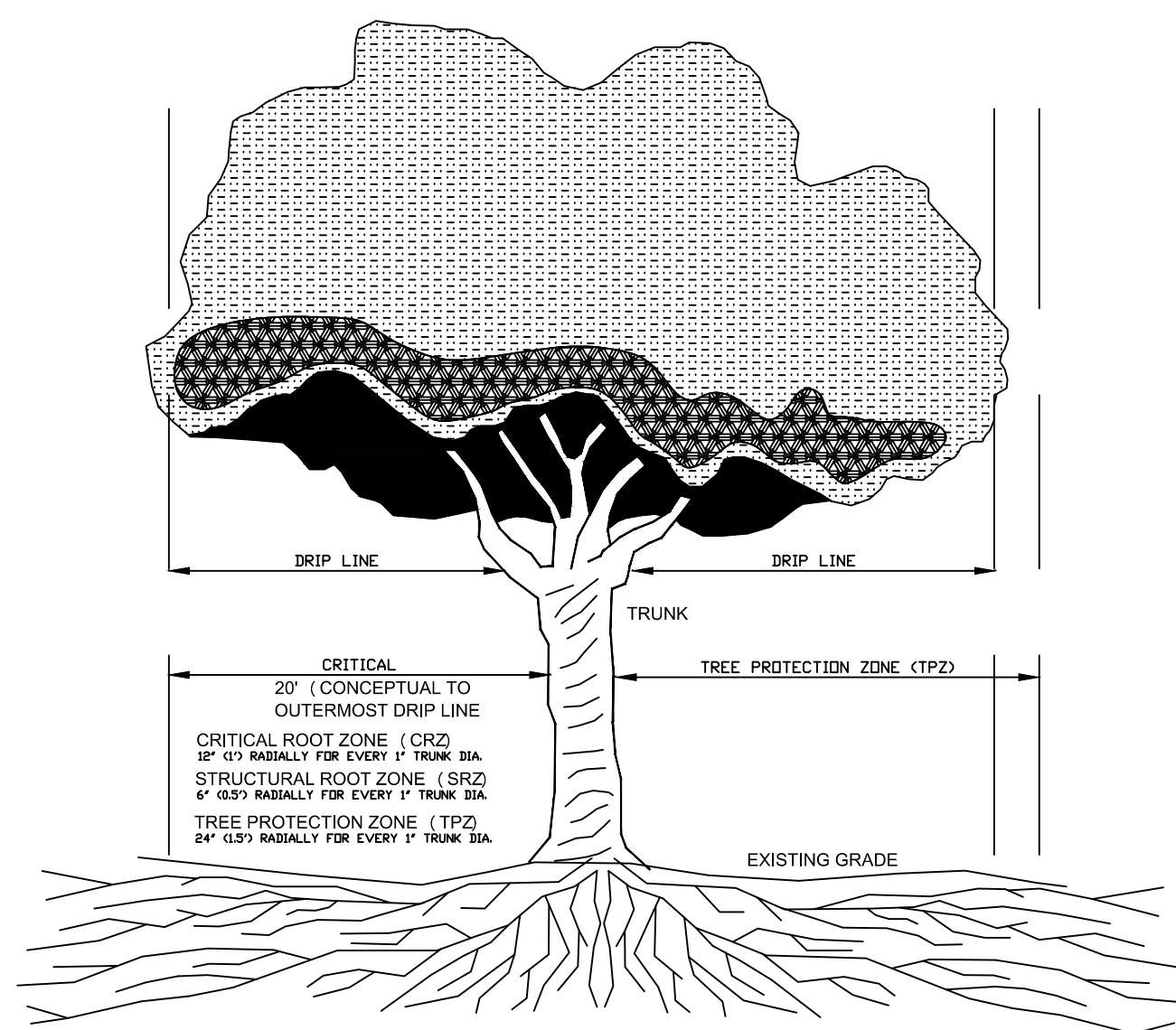
Diagrammatic Not To Scale



Plan **SOIL PREPARATION WITHIN TREE PROTECTION ZONES** **Elevation**

TYPICAL PLAN/ELEVATION VIEWS TREE PROTECTION DETAIL

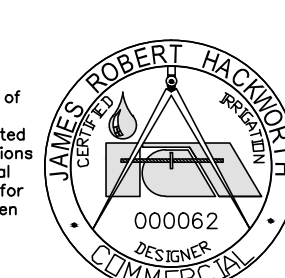
Diagrammatic Not To Scale



CRITICAL ROOT ZONE AREA

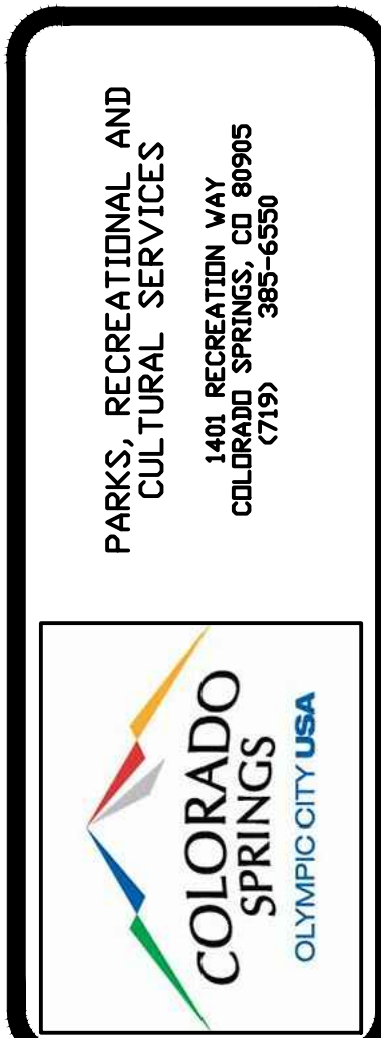
Diagrammatic Not To Scale

Reuse of Document
 This document is the property of HCL, LLC. The ideas and design incorporated on this document and specifications are instruments of professional service and shall not be used for any other project without written authorization of HCL, LLC.
 © 2021 HCL, LLC. All rights reserved.



IRRIGATION DESIGN BY:
 James H. Hackworth
 C.E.D. #000062
 hcljhm@comcast.net
 17650 S WIMMEL ROAD
 (719) 569-3698 PH
 (719) 287-4241 Cell
 Colorado Springs, CO 80908

DESIGNED BY: JRH
 DRAWN BY: JRH
 DATE: JAN 4th, 2021
 SCALE: AS NOTED
 REVISIONS:



TITLE: CSPP STANDARD IRRIGATION DETAILS
 SHEET 9 OF 9 SHEETS
 FILE NUMBER:



**SCHEDULE G – IRRIGATION PLANS
FOLLOWS THIS PAGE**

UTILITY SERVICE PLAN NOTES

THE CONTRACTOR SHALL NOTIFY COLORADO SPRINGS UTILITIES' INSPECTIONS OFFICE 719-668-4658 A MINIMUM OF 48 HOURS PRIOR TO THE START OF CONSTRUCTION.

GENERAL:

1. ALL CONSTRUCTION METHODS AND MATERIALS SHALL MEET COLORADO SPRINGS UTILITIES' WASTEWATER AND WATER LINE EXTENSION AND SERVICE STANDARDS (WATER/WASTEWATER LESS).
2. COLORADO SPRINGS UTILITIES DOES NOT GUARANTEE THE ACCURACY OF LOCATIONS OF EXISTING PIPELINES, MANHOLES, HYDRANTS, VALVES AND SERVICE LINES. IF FIELD CONDITIONS ARE FOUND TO BE DIFFERENT THAN SHOWN ON THE PLANS, THE CONTRACTOR SHALL NOTIFY THE INSPECTOR AND THE DESIGN ENGINEER IMMEDIATELY.
3. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO ANY UTILITY FACILITIES AS A RESULT OF HIS ACTIONS. THE CONTRACTOR SHALL MAKE ALL THE REQUIRED REPAIRS IMMEDIATELY TO THE SATISFACTION OF COLORADO SPRINGS UTILITIES.
4. ALL FIELD STAKING SHALL COMPLY WITH THE WATER/WASTEWATER LESS.
5. CORROSION PROTECTION MEASURES SHALL COMPLY WITH THE WATER/WASTEWATER LESS.
6. FINAL LOCATION OF ALL WASTEWATER AND WATER SERVICES SHALL BE APPROVED IN THE FIELD BY THE COLORADO SPRINGS UTILITIES INSPECTOR.
7. ALL TRENCH BACKFILL AND COMPACTION SHALL BE IN ACCORDANCE WITH SECTION 206 OF THE CITY OF COLORADO SPRINGS STANDARD SPECIFICATIONS MANUAL AND SECTION 5.18 OF THE WATER LESS.

WASTEWATER:

1. SERVICE STUBS SHALL BE INSTALLED A MINIMUM OF SEVEN FEET (7') INTO THE PROPERTY, UNLESS OTHERWISE SHOWN, AND THE END OF THE STUB SHALL BE MARKED WITH A 2'X4'X12' STEEL OR WOODEN POST.
2. SERVICES SHALL BE CONNECTED A MINIMUM OF FIVE FEET (5') FROM THE OUTSIDE EDGE OF ANY MANHOLE ON THE MAIN LINE AND SHALL MAINTAIN TWO FEET (2') OF SEPARATION BETWEEN TAPS CENTER TO CENTER.
3. ALL CLEANOUTS SHALL BE THE SAME SIZE AS THE SERVICE LINE.
4. THE CONTRACTOR SHALL NOTIFY EL PASO COUNTY DEPARTMENT OF HEALTH AND ENVIRONMENT WHEN ANY SEPTIC TANK IS TO BE ABANDONED AND PAY ALL FEES NECESSARY TO OBTAIN A PERMIT.

WATER:

1. SERVICE STUBS SHALL BE INSTALLED WITH THE CURB STOP AT OR NEAR PROPERTY LINE AND SHALL NOT BE INSTALLED WITHIN DRIVEWAYS OR SIDEWALKS (SEE DETAIL DRAWING B2-3).
2. SERVICE TAPS SHALL BE MADE A MINIMUM OF THREE FEET (3') FROM THE BELL OR APPURTENANCE ON THE WATER MAIN. TAPS SHALL BE A MINIMUM OF THREE FEET (3') APART ON THE SAME SIDE OF THE WATER MAIN AND A MINIMUM OF ONE-AND-A-HALF FEET (1.5') WHEN TAPS ARE MADE ON OPPOSITE SIDES OF THE WATER MAIN.
3. ALL SERVICES FOR COMMERCIAL USE AND SOME RESIDENTIAL USES REQUIRE INSTALLATION OF A BACKFLOW PREVENTION ASSEMBLY IMMEDIATELY AFTER THE METER. THE BACKFLOW PREVENTION ASSEMBLY SHALL BE APPROVED BY THE FOUNDATION FOR CROSS-CONNECTION CONTROL AND HYDRAULIC RESEARCH OF THE UNIVERSITY OF SOUTHERN CALIFORNIA (USC-FCCCHR) AND INSTALLED IN ACCORDANCE WITH THIS LISTING. PLEASE REFERENCE THE WATER LINE EXTENSION STANDARDS FOR ADDITIONAL REQUIREMENTS.
4. ALL TAPS ON COLORADO SPRINGS UTILITIES WATER MAINS SHALL BE PERFORMED BY COLORADO SPRINGS UTILITIES. ALL OTHER TAPS SHALL BE PERFORMED BY THE CONTRACTOR.
5. ANY ABANDONED SERVICES MUST BE PHYSICALLY DISCONNECTED AT THE MAIN. ANY NECESSARY REPAIRS TO THE MAIN AND/OR SHUT DOWN OF THE TAPPING VALVE SHALL BE AS DIRECTED BY COLORADO SPRINGS UTILITIES.
6. ALL WATER SERVICE LINES SHOULD ENTER THE BUILDING WITHIN 3 FEET OF AN EXTERIOR WALL. EXPOSED WATER PLUMBING SHALL BE MINIMIZED INSIDE THE BUILDING PRIOR TO THE WATER METER AND/OR APPROVED BACKFLOW PREVENTION ASSEMBLY OR METHOD.
7. ALL HDPE WATER SERVICE LINES MUST EXTEND A MINIMUM OF 6 INCHES ABOVE THE FLOOR AND BE 90 DEGREES FROM THE FLOOR PLAN TO ALLOW FOR BRACING AND TRANSITION TO THE METER LOOP ASSEMBLY.

ADDITIONAL NONPOTABLE WATER CONSTRUCTION NOTES

1. NONPOTABLE WATER SHALL ONLY BE UTILIZED FOR NONPOTABLE WATER PURPOSES. IT IS NEITHER SUITABLE NOR INTENDED FOR HUMAN CONSUMPTION. COLORADO SPRINGS UTILITIES WATER LINE EXTENSION & SERVICE STANDARDS -2021 8-15
2. ALL NONPOTABLE WATER PIPING, VALVES, OUTLETS AND FIXTURES, AND OTHER APPURTENANCES SHALL BE COLOR CODED IN CONFORMANCE WITH THE NATIONAL INDUSTRIAL COLOR CODE (NICC) AND SECTION 4.7 OF THESE WATER LESS.
3. ALL NEW BURIED DISTRIBUTION PIPING IN THE NONPOTABLE WATER DISTRIBUTION SYSTEM SHALL BE COLORED PURPLE PIPE AND EMBOSSED OR BE STAMPED/MARKED CAUTION-NONPOTABLE WATER DO NOT DRINK, OR BE INSTALLED WITH PURPLE IDENTIFICATION TAPE, OR A PURPLE POLYETHYLENE VINYL WRAP, AS APPROVED BY COLORADO SPRINGS UTILITIES.
4. ALL NONPOTABLE WATER VALVES, OUTLETS, PUBLIC ENTRANCES AND BOUNDARIES OF AREAS IRRIGATED WITH NONPOTABLE WATER, AND ANY PORTABLE EQUIPMENT USED TO DISTRIBUTE NONPOTABLE WATER SHALL BE TAGGED OR SIGNED WITH THE FOLLOWING WORDS 'NONPOTABLE WATER-DO NOT DRINK'.
5. VALVES SHALL BE THE SAME SIZE AS THE NONPOTABLE MAIN/FITTING. VALVES INSTALLED ON NONPOTABLE WATER MAINS SHALL OPEN TO THE LEFT (COUNTER-CLOCKWISE) WITH A BLACK OPERATING NUT AND A PURPLE VALVE LID.
6. FOR ALL 4" AND SMALLER IRRIGATION LINES CROSSING EXISTING UTILITIES VERTICAL CLEARANCE OF AT LEAST 18" REQUIRED.

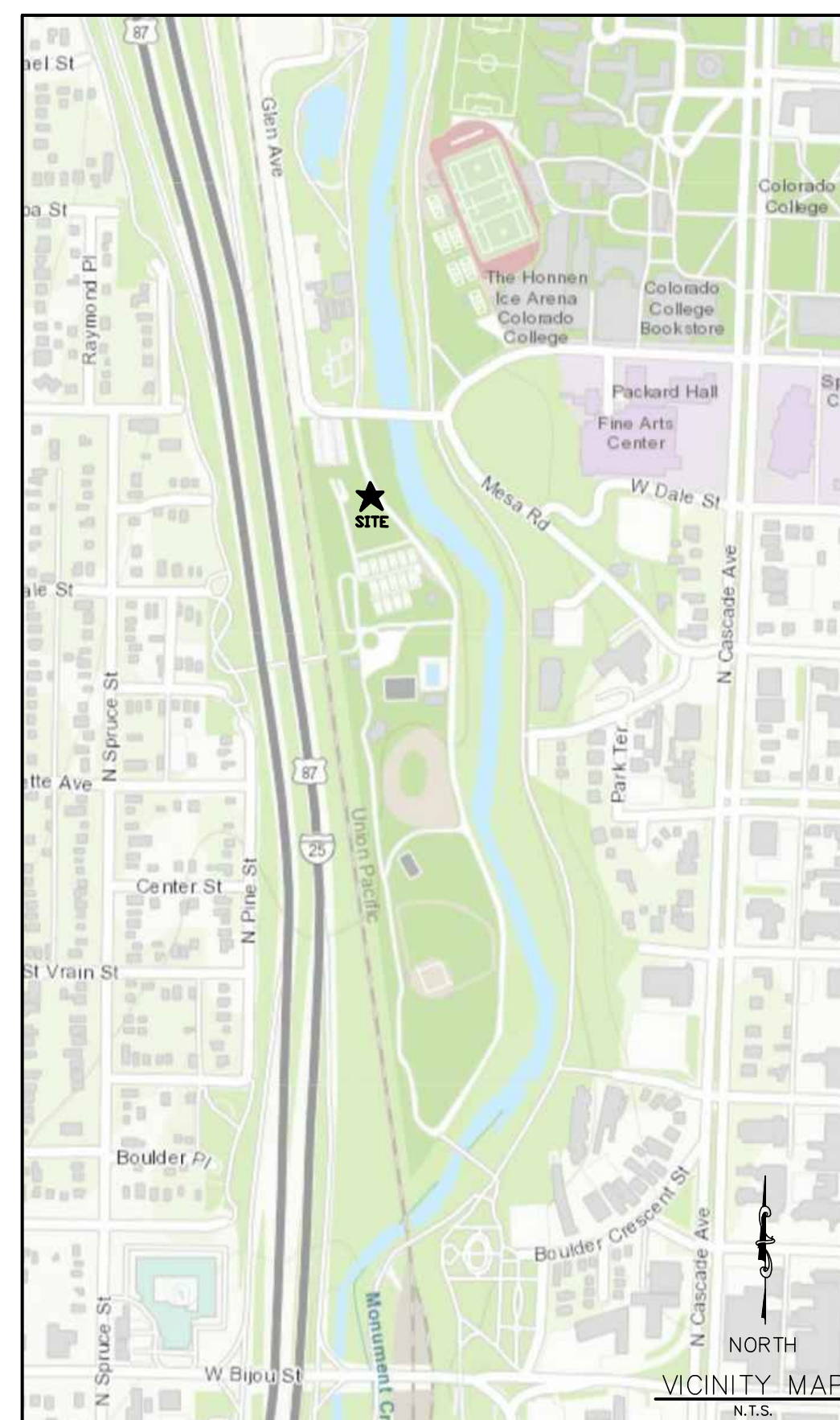
SMVP Pickleball Court Irrigation NON-POTABLE

COLORADO SPRINGS PARK & RECREATION

CITY OF COLORADO SPRINGS, COUNTY OF EL PASO, STATE OF COLORADO

IRRIGATION WATER UTILITY SERVICE PLAN

SEPTEMBER 2023



POC #1 – NEW NON-POT 2" WATER METER
ADDRESSED AS: 190 W. CACHE LA POUFRE

SHEET INDEX		
SYMBOL NUMBER	SYMBOL TITLE	DESCRIPTION/REMARKS
1	IR-COVER	EXISTING UTILITY COVER SHEET
2	IR-1 NON-POT	PLAN SHEET
3	IR-2 NON-POT	PLAN SHEET

OWNER/DEVELOPER PLAN APPROVAL

THE UNDERSIGNED OWNER/DEVELOPER AGREES THAT THEY SHALL, AT THEIR EXPENSE, BE SOLELY RESPONSIBLE FOR 1) THE INSTALLATION OF THE PROPOSED UTILITY INFRASTRUCTURE IN ACCORDANCE WITH THESE PLANS, AND 2) ALL DAMAGES AND DEFECTS ARISING FROM, OR RELATED TO, THE INSTALLATION, MAINTENANCE OR OPERATION OF THE PUBLIC UTILITY INFRASTRUCTURE FROM THE DATE OF PRELIMINARY ACCEPTANCE FOR A PERIOD OF TWO YEARS, OR UNTIL FINAL ACCEPTANCE, WHICHEVER IS LATER.

THE UNDERSIGNED UNDERSTANDS THAT ALL PRIVATE UTILITY INFRASTRUCTURE, AS INDICATED ON THESE PLANS, SHALL REMAIN THE PROPERTY OF THE OWNER AND SHALL BE MAINTAINED BY THE OWNER, AS REQUIRED BY COLORADO SPRINGS UTILITIES' LINE EXTENSION AND SERVICE STANDARDS.

PUBLIC FACILITIES PROPOSED PRIVATE FACILITIES PROPOSED

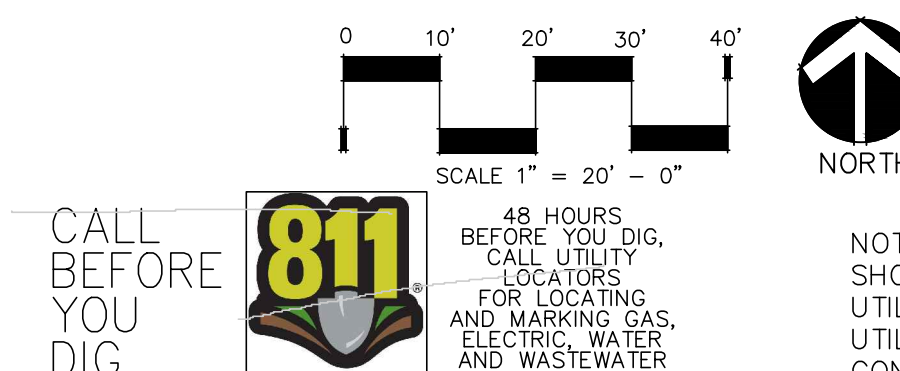
SIGNED: Jarod Clayton DATE: 10/4/2023
OWNER/DEVELOPER
JAROD CLAYTON JCLAYTON@SPRINGSGOV.COM
OWNER/DEVELOPER (PRINT NAME)
DBA: COLORADO SPRINGS PARK & REC
ADDRESS: 1401 RECREATION WAY
PHONE: 719-385-6507

**COLORADO SPRINGS UTILITIES
NONPOTABLE WATER MAIN DESIGN APPROVAL**

PROJECT NUMBER: 2023-N2074
WORK ORDER NUMBER: 4044649
CSU SHEET 1 OF 4

APPROVAL EXPIRES ONE (1) YEAR FROM THE DATE ABOVE AND RESUBMITAL OF THESE PLANS FOR REVIEW AND APPROVAL IS REQUIRED IF CONSTRUCTION DOES NOT BEGIN DURING THIS PERIOD.

SEE INSERT PAGE #IR-1
POC #1 – NEW NON-POT 2" WATER METER



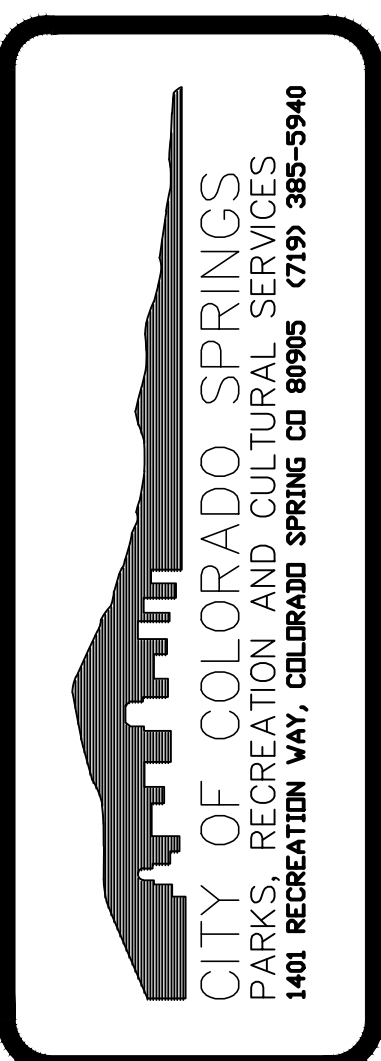
FIMS MAP NUMBER: G33
TAX SCHEDULE NO.: 640620025
PRESSURE ZONE: NON-POTABLE CENTRAL LOOP
MAX STATIC PRESSURE: 142 PSI
UTILITY DESIGN CAD FILE NO.: N/A
UAP FILE NO.: N/A
DEVELOPMENT PLAN NO.: N/A
APPROVAL DATE:
PLAT REC. NO.: N/A
PUBLIC UTILITY EASEMENT REC. NO.: N/A
NOTICE OF PRIVATE WATER SYSTEM REC. NO.: N/A

1. Irrigation head selection appears to maximize coverage. Upon installation and as part of routine system maintenance all heads will need to be adjusted to minimize overspray around the picnic pavilion and onto concrete/dirt pathways, benches, bleachers and the sand volleyball court.
 - a. Some head selection indicates intentional overspray of the dirt pathways. This will require Parks personnel to not only adjust spray radius but also adjust irrigation cycles to avoid potential ponding of water on the pathways.
2. Required signage is not denoted on the plans. As per verbal discussions both internally (Colorado Springs Utilities) and with Park personnel, signage locations currently in use in the non-potable water irrigation areas should be maintained. Signage color, language and sizing should comply with the Colorado Springs Utilities Water LESS Chapter 8 criteria. At a minimum signs must be placed at:
 - a. The south end of the Restroom building along the cement pathway.
 - b. On sides of the pavilion with text facing pavilion.
 - c. On all the ballfield outfield fencing.
 - d. On the west end near the south bridge over Fountain Creek.
 - e. Along both the trails bordering the west and east sides of the park.
3. The sign currently found adjacent to the Mesa Rd parking lot may be removed.



BASE DATA DERIVED HEREON
COPYRIGHT © 2023 CITY OF
COLORADO SPRINGS, CO
BEHALF OF COLORADO
SPRINGS UTILITIES.

DESIGNED BY: J. Hackworth
DRAWN BY: J. Hackworth
DATE: SEPTEMBER 08, 2023
SCALE: AS NOTED
REVISIONS:



TITLE: SMVP Pickleball Court Irrigation
NON-POTABLE
WATER UTILITY SERVICE PLAN

SHEET IR-1 1
OF 3 SHEETS

SHEET NUMBER
IR-COVER

PAPER SIZE: ARCH FULL BLEED D (34.50 X 46.50) INCHES
ENCLOSURE: JMSD PROJECT/DWG AND POTABLE AND NONPOTABLE SCALE/PLAN/COVER (REVISED) READY FOR STAMPING/PRINTING 03-10-23 16:40:00



TYPICALS

CONTROLLER STATION	VALVE SIZE	SLEEVE SIZE	DEPTH
A3 1.57 25.9 GPM	ESTIMATED GPM		6" / 24"

SLEEVE ALL ROADS, WALKS, WALLS, DRIVES AND SIDEWALKS.

EQUIPMENT SCHEDULE

SYMBOL	MANUFACTURER	MODEL	NOZZLE	PSI	GPM	COVERAGE
⊙	HUNTER	150-06-SS-CV-R	#25 DK BLUE	75	24.5	138' DIA.
●	HUNTER	125-06-SS-CV-R	#15 GRAY (PART)	60	14.3	57' RAD.
⦿	HUNTER	125-06-SS-CV-R	#18 RED (FULL)	70	16.9	124' DIA.
⦿	HUNTER	125-06-SS-CV-R	#07 DRANGE (PART)	60	7.5	48' RAD.
⦿	HUNTER	120-06-SS-PRB-R	4.0PC	45	4.0	40' RAD.
⊕	RAINBIRD	RD1806-S-P45-F-NP	R-VAN24	45	1.68	17'-24' RAD.
⊕	RAINBIRD	RD1806-S-P45-NP	R-VAN24-360	45	3.48	46' DIA.
⊕	RAINBIRD	RD1806-S-P45-NP	R-VAN18	45	1.01	13'-18' RAD.
⊕	RAINBIRD	RD1806-S-P45-NP	R-VAN18-360	45	1.95	34' DIA.
⊕	RAINBIRD	RD1806-S-P45-NP	R-VAN14	45	0.63	8'-14' RAD.
⊕	RAINBIRD	RD1806-S-P45-NP	R-VAN14-360	45	1.27	28' DIA.
⊕	RAINBIRD	RD1806-S-P45-NP	R-VAN-SST	45	0.48	5'x30' STRIP

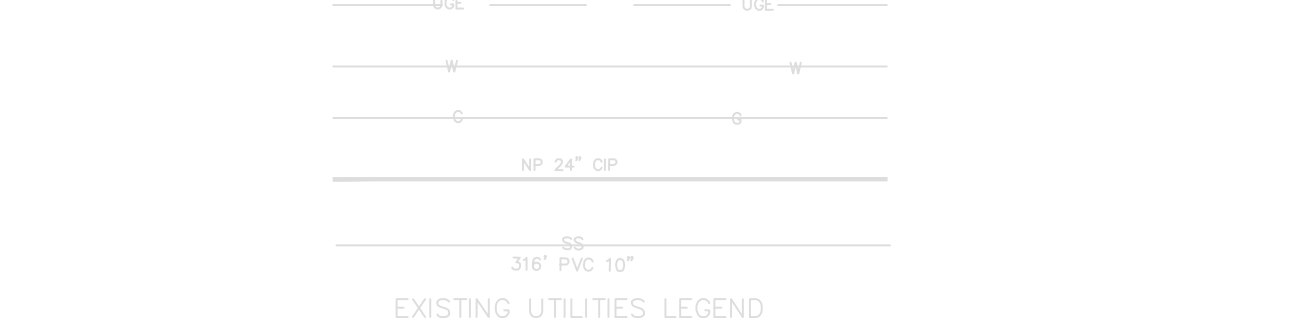
EQUIPMENT SCHEDULE

SYMBOL	MANUFACTURER	MODEL	SIZE	DESCRIPTION/REMARKS
⊠	HYDROPOINT	WTRP03-C-H2048	48 STATIONS	AUTOMATIC CONTROLLER w/ AS-25 ALL-SPEC (GREEN) PEDESTAL CABINET
⊠	FEBCO	825YA	2"	REDUCED PRESSURE V. B.
⊠	AMIAI	2" T SCANAWAY FILTER UNIT	030002-000033 200 MICRON	FILTER ASSY.
⊠	FLOMEC	#QS-200	2"	FLOW SENSOR
⊠	RAINBIRD	PESB-200-R	2"	MASTER VALVE
⊠	RAINBIRD	PESB-R SERIES	AS NOTED	ZONE CONTROL VALVE
⊠	RAINBIRD	#5-NP	1"	QUICK COUPLING VALVE
⊠	BERMAD	#1R-A10	3/4"	AIR VAC/RELEASE VALVE
⊠	PAIGE ELECTRIC	#DCSD	----	2-WIRE JUNCTION BDX
⊠	2" WATER METER	SEE 'WATER UTILITY PLAN' FOR DETAILS (IR-1, IR-2, IR-3)		

- NOTES**
- EXISTING TREES ARE UNDER HISTORIC PRESERVATION PROTECTION. NOTE THAT TREE PROTECTION OF ALL EXISTING SHALL BE OF EXTREME IMPORTANCE! ALL PIPING WITHIN DRIP LINES SHALL BE HAND DUG CAREFULLY EXPOSING AND NOT CUTTING ROOTS THAT PINNAC SHALL AVOID DURING INSTALLATION. SEE TREE PROTECTION DETAIL. LOCATIONS INDICATED ARE GRAMMATICALLY INDICATED. PRECISE LOCATIONS AND NUMBERS ARE APPROXIMATE.
 - USE ALL CLASS 200 RING-TITE NON-POTABLE PURPLE PVC PIPE (1" SIZE UNLESS OTHERWISE NOTED) FOR MAINLINES. USE LEMCO JOINT RESTRAINTS (SEE DETAILS).
 - USE CLASS 200 RING-TITE NON-POTABLE PURPLE SOLVENT WELD PVC PIPE (1" SIZE UNLESS OTHERWISE NOTED) FOR LATERALS. UNLESS SECTIONS OF LATERALS BETWEEN TWO IDENTICALLY SIZED PIPE SIZES NOTATIONS SHALL BE CONSTRUED TO BE OF THE SAME NOMINAL SIZE AND NOT CONFUSED WITH THE DETAILS ABOVE. USE ONLY STANDARD TEES, REDUCERS, COUPLINGS AND ELBOWS AS APPLICABLE. USE OF CROSS TYPE FITTINGS IS NOT PERMITTED. MAINTAIN A MINIMUM OF 6" SEPARATION AND CLEARANCE BETWEEN ALL UNCONNECTED PIPING AS REQUIRED. NO PIPING SHALL BE LAID INTO SAME TRENCH OR PIPEWIRE SLEEVE. NO PARALLEL PIPING SHALL BE LAID INTO SAME TRENCH OR PIPEWIRE SLEEVE (MINIMUM 12" HORIZONTAL DISTANCE BETWEEN PIPES).
 - ALL VALVE BOX LIDS SHALL BE NON-POTABLE PURPLE LID COVERS.
 - SLEEVE ALL WALKS, DRIVEWAYS AND/OR ROADWAYS WITH CLASS 200 PVC SIZED TWICE THE SIZE OF THE PIPE DIAMETER CARRIED. ALL WIRE CROSSING SHALL BE IN SEPARATE 2" PVC SLEEVE INSTALLED PARALLEL TO MAINLINE SLEEVE. COORDINATE INSTALLATION OF SLEEVING WITH OTHER TRADES TO INSURE PROPER NUMBER, PLACEMENT AND PROTECTION FROM DAMAGE PRIOR TO USE. ANY IRRIGATION PIPING AND/OR WIRING WHICH PASSES BENEATH EXISTING HARDSCAPE WHERE SLEEVING WAS NOT INSTALLED REQUIRES HORIZONTAL BORING AND CONDUITING. SLEEVE INSTALLER SHALL INDELIBLY STAMP OR ETCH AN 'S' AT EACH END OF HARDSCAPE CROSSED FOR EACH SLEEVE (BY OTHER I.C.).
 - INSTALL #14-3 GAUGE ELECTRIC #1702D WIRE FOR IRRIGATION DECODER WIRING PATH FOR ALL UNDERGROUND CONNECTIONS BETWEEN SOLENOID VALVE DECODERS & CONTROLLER. 3M DBRY WIRE CONNECTORS SHALL BE USED FOR ALL UNDERGROUND WIRE CONNECTIONS. IT IS ESSENTIAL THAT INSTALLER INSURE ALL CONNECTIONS BE WATER TIGHT WITH NO LEAKAGE TO GROUND NOR SHORTING BETWEEN CONDUCTORS. WIRE PATH SHALL BE SURGE PROTECTED AND GROUNDING WITH ONE WEATHERTRAK #WTVW45P LIGHTNING SURGE PROTECTOR/DESONATOR 50' INSTALLED BEGINNING AND EVERY 5 DECODERS OR 500 FEET WHICHEVER IS FIRST PLUS ONE AT END OF EACH WIRE PATH AND ATTACHED TO GROUNDING ROD WITH MAXIMUM OF 10 OHMS RESISTANCE. NOTE FAILURE TO ACHIEVE 10 OHMS RESISTANCE OR LESS MAY REQUIRE ADDITIONAL RODS, PLATES, ETC. TO BE INSTALLED AS PART OF THE INSTALLER'S SCOPE OF WORK. SEE DETAILS.
 - WIRE MASTER VALVE AND FLOW SENSOR EACH SEPARATELY DIRECTLY TO CONTROLLER USING SHIELD MULTI-STRAND CABLE.
 - INSTALL TWO (2) SPARE CONTINUOUS LENGTH YELLOW #14PE UNDERGROUND BURIAL TRACER WIRES ALONG ENTIRE LENGTH OF IRRIGATION MAINLINE INCLUDING MINIMUM OF 3' COILED LENGTH STUBBED UP INTO EACH VALVE BOX OR SEPARATE VALVE BOX AT DEAD END MAINLINES WHERE NO SOLENOID VALVES EXIST.
 - COMPACT ALL TRENCHES AND DISTURBED AREAS. OVER SEED WITH SCOTT'S 'WATERSMART PLUS' KENTUCKY BLUEGRASS RAKING IN PER MANUFACTURER RECOMMENDATIONS. (SEESEEN BY OWNER). ANY AND ALL OPEN HOLES OR TRENCHES LEFT UNATTENDED AT ANYTIME SHALL BE INSTALLER'S RESPONSIBILITY AND MUST BE BARRICADED OR COVERED.
 - AS-BUILTS ON 2-WIRE SYSTEMS SHALL INCLUDE AN OPERATIONAL MILLIAMP READING FOR EACH 'LEG' OF THE SYSTEM. FOR FUTURE TROUBLESHOOTING PURPOSES. (SEE PAGE 'DISCO' DETAIL).
 - THIS DESIGN IS BASED ON OWNER PROVIDING EXISTING CONTROLLER & WATER SUPPLY (SIZE AS NOTED). TO P.O.C. LOCATION. ASSUMES MINIMUM OF 45 PSI STATIC AND A MAXIMUM FLOW THROUGH ANY AND ALL ZONE VALVES TO BE OPERATED SIMULTANEOUSLY OF 150 GPM WHICH WILL RESULT IN A MAXIMUM WATERING WINDOW OF 1.0 HOUR PER NIGHT SIX DAYS PER WEEK.

ADDITIONAL NONPOTABLE WATER CONSTRUCTION NOTES

- NONPOTABLE WATER SHALL ONLY BE UTILIZED FOR NONPOTABLE WATER PURPOSES. IT IS NEITHER SUITABLE NOR INTENDED FOR HUMAN CONSUMPTION. COLORADO SPRINGS UTILITIES WATER LINE EXTENSION & SERVICE STANDARDS - 2021 8-15
- ALL NONPOTABLE WATER PIPING, VALVES, OUTLETS AND FITTINGS, AND OTHER APPURTENANCES SHALL BE COLOR CODED IN CONFORMANCE WITH THE NATIONAL INDUSTRIAL COLOR CODE (NICC) AND SECTION 4.7 OF THESE WATER LESS.
- ALL NEW BURIED DISTRIBUTION PIPING IN THE NONPOTABLE WATER DISTRIBUTION SYSTEM SHALL BE COLORED PURPLE PIPE AND EMBOSSED OR BE STAMPED/MARKED 'CAUTION-NONPOTABLE WATER DO NOT DRINK'; OR BE INSTALLED WITH PURPLE IDENTIFICATION TAPE, OR A PURPLE POLYETHYLENE VINYL WRAP, AS APPROVED BY COLORADO SPRINGS UTILITIES.
- ALL NONPOTABLE WATER VALVES, OUTLETS, PUBLIC UTILITIES AND BOUNDARIES OF AREAS IRRIGATED WITH NONPOTABLE WATER, AND ANY PORTABLE EQUIPMENT USED TO DISTRIBUTE NONPOTABLE WATER SHALL BE TAGGED OR SIGNED WITH THE FOLLOWING WORDS: 'NONPOTABLE WATER-DO NOT DRINK'.
- VALVES SHALL BE THE SAME SIZE AS THE NONPOTABLE MAIN/FITTING. VALVES INSTALLED ON NONPOTABLE WATER MAINS SHALL OPEN TO THE LEFT (COUNTER-CLOCKWISE) WITH A BLACK OPERATING NUT AND A PURPLE VALVE LID.



COLORADO SPRINGS UTILITIES
NONPOTABLE WATER MAIN DESIGN APPROVAL

PROJECT NUMBER: 2023-N2074
WORK ORDER NUMBER: 4044649
CSU SHEET 2 OF 3

APPROVAL EXPIRES ONE (1) YEAR FROM THE DATE ABOVE AND RESUBMITTAL OF THESE PLANS FOR REVIEW AND APPROVAL IS REQUIRED IF CONSTRUCTION DOES NOT BEGIN DURING THIS PERIOD.

NOTE: FOR ALL 4" AND SMALLER IRRIGATION LINES CROSSING EXISTING UTILITIES VERTICAL CLEARANCE OF AT LEAST 18" REQUIRED.

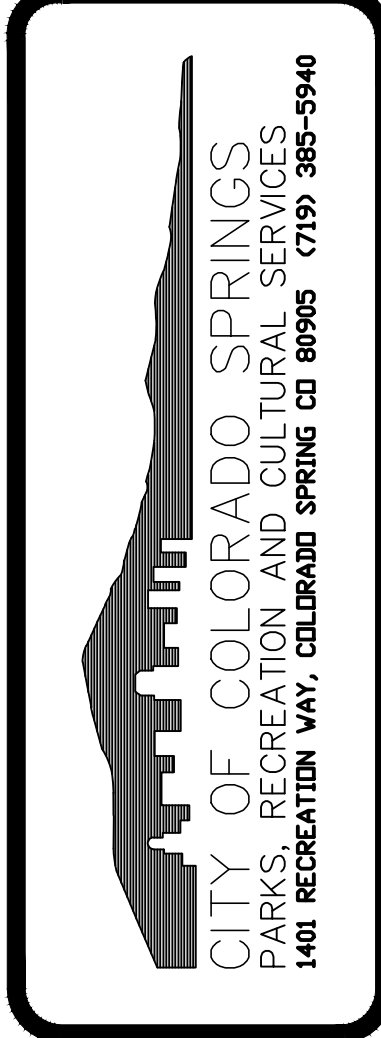
DISCLAIMER:
IRRESPECTIVE OF ANY OTHER TERM IN THIS DOCUMENT, DESIGNER SHALL NOT CONTROL OR BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SCHEDULES, SEQUENCES OR PROCEDURES, OR FOR CONSTRUCTION SAFETY OR ANY OTHER RELATED PROGRAM, OR FOR PARTIES' ERRORS OR OMISSIONS OR FOR ANOTHER PARTIES' FAILURE TO COMPLETE THEIR WORK OR SERVICES IN ACCORDANCE WITH DESIGNER'S DOCUMENTS.

Reuse of Document
This document is the property of H.C. LLC. The ideas and design incorporated on this document and specifications are instruments of professional service and shall not be used for any other project without written authorization of H.C. LLC.
© 2023 H.C. LLC. All rights reserved.

Note: LOCATION OF ALL SLEEVING AND MAINLINE IS DIAGRAMMATIC ONLY. ROUTE ALL EQUIPMENT THROUGH LANDSCAPED AREAS AND SLEEVE UNDER ALL HARDSCAPE AS REQUIRED TO CONNECT LANDSCAPED AREAS.

BASE DATA DERIVED FROM COPYRIGHTED TO THE CITY OF COLORADO SPRINGS ON BEHALF OF COLORADO SPRINGS UTILITIES.

DESIGNED BY: JKH
DRAWN BY: JKH
DATE: October 3, 2023
SCALE: AS NOTED
REVISIONS:



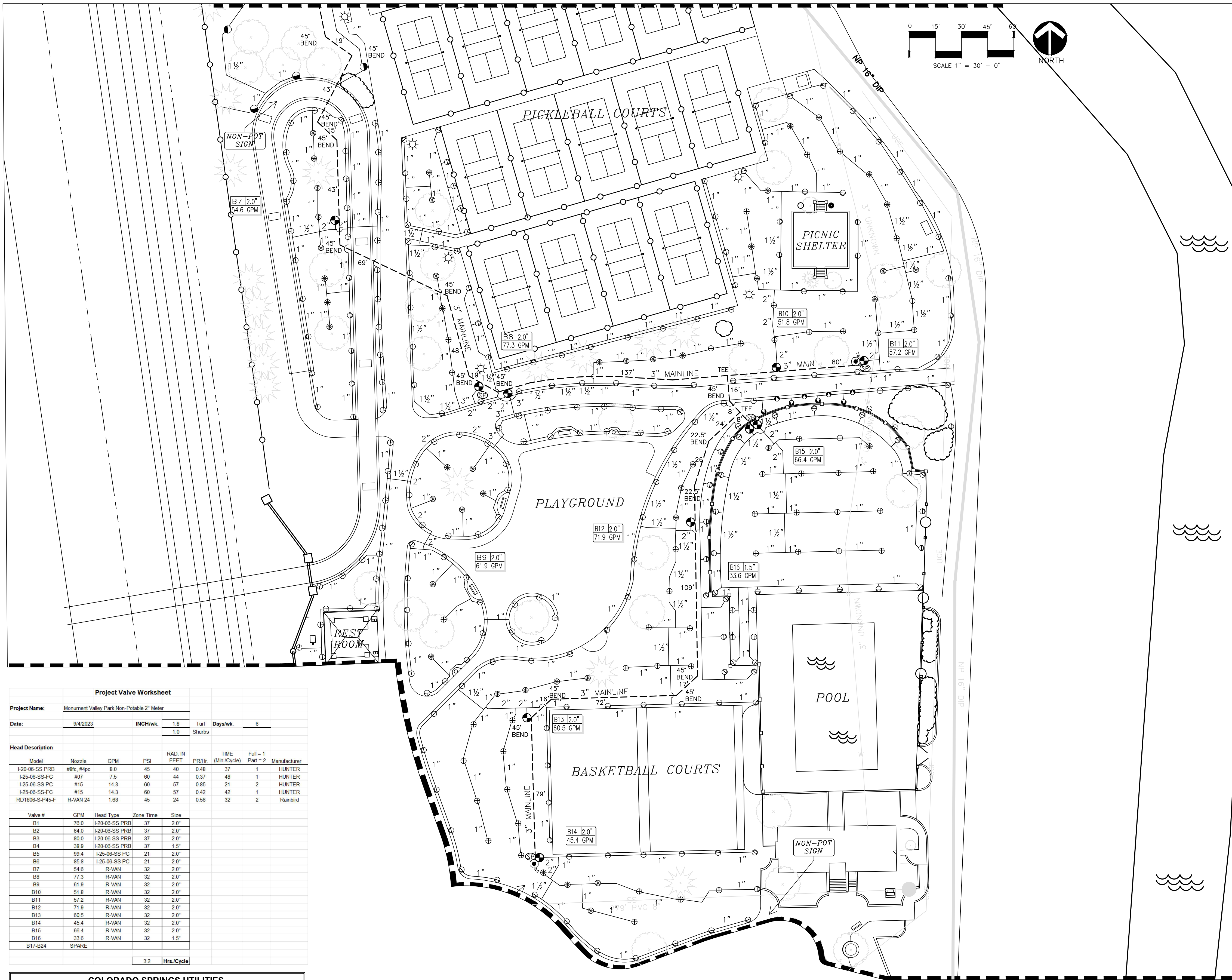
TITLE:
SMVP PICKLEBALL COURT
IRRIGATION PLAN
190 W CACHÉ LA POUDRE

SHEET
IR-2 2
OF 3 SHEETS

SHEET NUMBER
IR-2 NON-POT

PAPER SIZE: ARCH FULL (BLEED: 0.125" x 0.125" x 0.125" x 0.125")
DRAWING SCALE: AS SHOWN
DATE: 10/03/23
PROJECT: SMVP PICKLEBALL COURT IRRIGATION PLAN
DRAWN BY: JKH
CHECKED BY: JKH
DATE: 10/03/23

MATCHLINE - SEE PAGE 2 OF 3



P.D.C./ EXISTING TAP 2" METER & 2" RPVB)
WORST CASE PSI LOSS - ZONE #B5 @ 99.4 GPM

MONUMENT VALLEY PARK SOUTH (NON-POTABLE)

Zone #	Flow Req'd	Static Available	Static Loss	Static PSI
B5	99.4 GPM	152	52.6	99.4

Device / Pipe	Material	Size	Length	Friction Loss	Est. PSI Loss
4" PVC	PVC	4"	6	0.43	2.6
2" PVC	PVC	2"	80	0.38	3.0
1" PVC	PVC	1"	22	0.12	1.2
1" RAINBIRD	Rainbird	1"	17.0	0.10	1.0
1" RAINBIRD	Rainbird	1"	4.0	0.03	0.3
1" RAINBIRD	Rainbird	1"	3.0	0.02	0.2
1" RAINBIRD	Rainbird	1"	4.7	0.03	0.3
1" RAINBIRD	Rainbird	1"	2.4	0.02	0.2

TYPICALS
CONTROLLER STATION: A3 1.5" 25.9 GPM
VALVE SIZE: ESTIMATED GPM
SLEEVE SIZE: 6" / 24"
DEPTH: SLEEVE ALL ROADS, WALKS, WALKS, DRIVES AND SIDEWALKS.

EQUIPMENT SCHEDULE

SYMBOL	MANUFACTURER	MODEL	NOZZLE	PSI	GPM	COVERAGE
⊙	HUNTER	150-06-SS-CV-R	#25 DK BLUE	75	24.5	139' DIA.
⊙	HUNTER	125-06-SS-CV-R	#15 GRAY (PART)	60	14.3	57' RAD.
⊙	HUNTER	125-06-SS-CV-R	#18 RED (FULL)	70	16.9	124' DIA.
⊙	HUNTER	125-06-SS-CV-R	#07 DRANGE (PART)	60	7.5	48' RAD.
⊙	HUNTER	120-06-SS-PRB-R	4.0PC	45	4.0	40' RAD.
⊙	RAINBIRD	RD1806-S-P45-F-NP	R-VAN24	45	1.68	17'-24' RAD.
⊙	RAINBIRD	RD1806-S-P45-NP	R-VAN24-360	45	3.48	46' DIA.
⊙	RAINBIRD	RD1806-S-P45-NP	R-VAN18	45	1.01	13'-18' RAD.
⊙	RAINBIRD	RD1806-S-P45-NP	R-VAN18-360	45	1.85	34' DIA.
⊙	RAINBIRD	RD1806-S-P45-NP	R-VAN14	45	0.63	8'-14' RAD.
⊙	RAINBIRD	RD1806-S-P45-NP	R-VAN14-360	45	1.27	28' DIA.
⊙	RAINBIRD	RD1806-S-P45-NP	R-VAN-SST	45	0.48	5'x30' STRIP

EQUIPMENT SCHEDULE

SYMBOL	MANUFACTURER	MODEL	SIZE	DESCRIPTION/REMARKS
⊙	HYDROPOINT WEATHERTRAK	WTRP03-C-H2048-CVM	48 STATIONS	AUTOMATIC CONTROLLER w/ AS-25 ALL-SPEC GREEN PEDESTAL CABINET
⊙	FEBCO	825YA	2"	REDUCED PRESSURE V. B.
⊙	AMIAID	2" T SCANAWAY FILTER UNIT 030002-000033	200 MICRON	FILTER ASSY.
⊙	FLDMC	#05-200	2"	FLOW SENSOR
⊙	RAINBIRD	PESB-200-R w/DECODER	2"	MASTER VALVE
⊙	RAINBIRD	'PESB-R' SERIES w/DECODER	AS NOTED	ZONE CTRL VALVE
⊙	RAINBIRD	#5-NP	1"	QUICK COUPLING VALVE
⊙	BERMAD	#IR-A10	3/4"	AIR VAC/RELEASE VALVE
⊙	PAIGE ELECTRIC	#DCSD	----	2-WIRE JUNCTION BOX
⊙	M	2" WATER METER	SEE 'WATER UTILITY PLAN' FOR DETAILS (IR-1, IR-2, IR-3)	

- NOTES
- EXISTING TREES ARE UNDER HISTORIC PRESERVATION PROTECTION. NOTE THAT TREE PROTECTION OF ALL EXISTING SHALL BE OF EXTREME IMPORTANCE. ALL PIPING WITHIN DRIP LINES SHALL BE HAND DUG CAREFULLY EXPOSING AND NOT CUTTING ROOTS THAT PIPING SHALL AVOID DURING INSTALLATION. SEE 'TREE PROTECTION DETAIL' LOCATIONS INDICATED ARE GRAPHICALLY INDICATED. PRECISE LOCATIONS AND NUMBERS ARE APPROXIMATE.
 - USE ALL CLASS 200 RING-TITE NON-POTABLE PURPLE PVC PIPE (1" SIZE UNLESS OTHERWISE NOTED) FOR MAINLINES. USE LEMCO JOINT RESTRAINTS. (SEE DETAILS)
 - USE CLASS 200 RING-TITE NON-POTABLE PURPLE SOLVENT WELD PVC PIPE (1" SIZE UNLESS OTHERWISE NOTED) FOR LATERALS. UNLESS OTHERWISE NOTED, ALL LATERALS SHALL BE IDENTICALLY SIZED PIPE SIZING NOTATIONS SHALL BE CONSTRUED TO BE OF THE SAME NOMINAL SIZE AND NOT CONFUSED WITH THE DEFAULT PIPE SIZE NOTED ABOVE. USE ONLY STANDARD TEES, REDUCERS, COUPLINGS AND ELBOWS AS APPLICABLE. USE OF CROSS-TYPE FITTINGS IS NOT PERMITTED. MAINTAIN A MINIMUM OF 6" SEPARATION AND CLEARANCE BETWEEN ALL UNCONNECTED PIPING AS REQUIRED. NO PIPING SHALL BE LAID INTO SAME TRENCH OR PIPEWIRE SLEEVE. NO PARALLEL PIPING SHALL BE LAID INTO SAME TRENCH OR PIPEWIRE SLEEVE (MINIMUM 12" HORIZONTAL DISTANCE BETWEEN PIPES).
 - ALL VALVE BOX LIDS SHALL BE NON-POTABLE PURPLE LID COVERS.
 - SLEEVE ALL WALKS, DRIVEWAYS AND/OR ROADWAYS WITH CLASS 200 PVC SIZED TWICE THE SIZE OF THE PIPE DIAMETER CARRIED. ALL WIRE CROSSING SHALL BE SEPARATE 2" PVC SLEEVE INSTALL PARALLEL TO MAINLINE SLEEVE. COORDINATE INSTALLATION OF SLEEVING WITH OTHER TRADES TO INSURE PROPER NUMBER, PLACEMENT AND PROTECTION FROM DAMAGE PRIOR TO USE. ANY IRRIGATION PIPING AND/OR WIRING WHICH PENETRATES EXISTING HARDSCAPE WHERE SLEEVING WAS NOT INSTALLED REQUIRES HORIZONTAL BORING AND CONDUITING. SLEEVE INSTALLER SHALL INDELIBLY 'STAMP OR ETCH AN'S' AT EACH END OF HARDSCAPE CROSSING FOR EACH SLEEVE. (BY OTHER N.I.C.)
 - INSTALL #14-2 PAIGE ELECTRIC #7702D WIRE FOR IRRIGATION DECODER WIRING PATH FOR ALL UNDERGROUND CONNECTIONS BETWEEN SOLENOID VALVE DECODERS & CONTROL BOX. 18 AWG WIRE CONNECTIONS SHALL BE USED FOR ALL UNDERGROUND WIRE CONNECTIONS. IT IS ESSENTIAL THAT INSTALLER INSURE ALL CONNECTIONS BE WATER TIGHT WITH NO LEAKAGE TO GROUND NOR SHORTING BETWEEN CONDUCTORS. 2 WIRE PATH SHALL BE SURGE PROTECTED AND GROUNDED WITH ONE WEATHERTRAK WTW245SP LIGHTNING SURGE PROTECTOR FOR DECODER/SP INSTALLED BEGINNING AND EVERY 6 DECODERS OR 60 FEET WHOEVER'S FIRST PLUS ONE AT END OF EACH WIRE PATH AND ATTACHED TO GROUNDING ROD WITH MAXIMUM OF 10 OHMS RESISTANCE. NOTE FAILURE TO ACHIEVE 10 OHMS RESISTANCE OR LESS MAY REQUIRE ADDITIONAL RODS, PLATES, ETC. TO BE INSTALLED AS PART OF THE INSTALLER'S SCOPE OF WORK. (SEE DETAILS)
 - WIRE MASTER VALVE AND FLOW SENSOR EACH SEPARATELY DIRECTLY TO CONTROLLER USING SHIELD MULTI-STRAND CABLE.
 - INSTALL TWO (2) SPARE CONTINUOUS LENGTH YELLOW #16 UNDERGROUND BURIAL 'TRACER' WIRES ALONG ENTIRE LENGTH OF IRRIGATION MAINLINE INCLUDING MINIMUM OF 3' COILED LENGTH STUBBED UP INTO EACH VALVE BOX OR SEPARATE VALVE BOX AT DEAD END MAINLINES WHERE NO SOLENOID VALVES EXIST.
 - COMPACT ALL TRENCHES AND DISTURBED AREAS. OVER SEED WITH SCOTT'S 'WATERSMART PLUS' KENTUCKY BLUEGRASS RAKING IN PER MANUFACTURER RECOMMENDATIONS (SEE DING N.I.C. BY OWNER). ANY AND ALL OPEN HOLES OR TRENCHES LEFT UNATTENDED AT ANYTIME SHALL BE INSTALLED RESPONSIBLY AND MUST BE BACKFILLED OR COVERED.
 - AS-BUILTS ON 3/16" SYSTEMS SHALL INCLUDE AN OPERATIONAL MILLIAMP READING FOR EACH 'LEG' OF THE SYSTEM. FOR FUTURE TROUBLESHOOTING PURPOSES. (SEE PAGE 'SDCO' DETAIL)
 - THIS DESIGN IS BASED ON OWNER PROVIDING EXISTING CONTROLLER & WATER SUPPLY (SIZE AS NOTED) TO P.D.C. LOCATION. ASSUMES MINIMUM OF 145 PSI STATIC AND A MAXIMUM FLOW THROUGH ANY AND ALL ZONE VALVES TO BE OPERATED SIMULTANEOUSLY OF 150 GPM WHICH WILL RESULT IN A MAXIMUM WATERING WINDOW OF 8.0 HOURS/NIGHT SIX DAYS PER WEEK.

Project Valve Worksheet

Project Name: Monument Valley Park Non-Potable 2" Meter

Date: 8/4/2023

Head Description	Model	Nozzle	GPM	PSI	RAD @ FEET	PR/Hr	TIME (Min./Cycle)	Full = 1 Part = 2	Manufacturer
1-20-06-SS-PRB	#8R_#4pc	8.0	45	40	0.48	37	1	1	HUNTER
1-25-06-SS-FC	#07	7.5	60	44	0.37	48	1	1	HUNTER
1-25-06-SS-PC	#15	14.3	60	57	0.85	21	2	1	HUNTER
1-25-06-SS-FC	#15	14.3	60	57	0.42	42	1	1	HUNTER
RD1806-S-P45-F	R-VAN 24	1.68	45	24	0.56	32	2	2	Rainbird

Valve #	GPM	Head Type	Zone Time	Size
B1	70.0	1-20-06-SS-PRB	37	2.0"
B2	64.0	1-20-06-SS-PRB	37	2.0"
B3	80.0	1-20-06-SS-PRB	37	2.0"
B4	38.9	1-20-06-SS-PRB	37	1.5"
B5	99.4	1-25-06-SS-PC	21	2.0"
B6	85.8	1-25-06-SS-PC	21	2.0"
B7	54.6	R-VAN	32	2.0"
B8	77.3	R-VAN	32	2.0"
B9	61.9	R-VAN	32	2.0"
B10	51.8	R-VAN	32	2.0"
B11	57.2	R-VAN	32	2.0"
B12	71.9	R-VAN	32	2.0"
B13	60.5	R-VAN	32	2.0"
B14	45.4	R-VAN	32	2.0"
B15	68.4	R-VAN	32	2.0"
B16	33.6	R-VAN	32	1.5"
B17-B24	SPARE			

COLORADO SPRINGS UTILITIES
NONPOTABLE WATER MAIN DESIGN APPROVAL

PROJECT NUMBER: 2023-N2074
WORK ORDER NUMBER: 4044649
CSU SHEET 3 OF 3

APPROVAL EXPIRES ONE (1) YEAR FROM THE DATE ABOVE AND RESUBMITTAL OF THESE PLANS FOR REVIEW AND APPROVAL IS REQUIRED IF CONSTRUCTION DOES NOT BEGIN DURING THIS PERIOD.

GIVEN:
Eto = 0.257"/day OR 1.8"/WK
Eff = 74 percent
Acres = 3.575
Water Window = 8hrs/night 6 days/week

$Q = (18.86 \times 3.575 \times 0.257) / 8/24$ OR $.333 \times 6/7$ OR $.857 \times .74 = 82.05$ GPM

$Q = (18.86 \times \text{ACRES} \times \text{Eto}) / t \times \text{Eff}$

Know what's below.
Call before you dig.
811
BEFORE YOU DIG, CALL UTILITY LOCATIONS FOR LOCATING AND MARKING GAS, ELECTRIC, WATER AND WASTEWATER.
Determina lo que esta bajo tierra.
Llama antes de excavar.

DISCLAIMER:
IRRESPECTIVE OF ANY OTHER TERM IN THIS DOCUMENT, DESIGNER SHALL NOT CONTROL OR BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SCHEDULES, SEQUENCES OR PROCEDURES; OR FOR CONSTRUCTION SAFETY OR ANY OTHER RELATED PROGRAM, OR FOR PARTIES' ERRORS OR OMISSIONS OR FOR ANOTHER PARTIES' FAILURE TO COMPLETE THEIR WORK OR SERVICES IN ACCORDANCE WITH DESIGNER'S DOCUMENTS.

Note: LOCATION OF ALL SLEEVING AND MAINLINE IS DIAGRAMMATIC ONLY. ROUTE ALL EQUIPMENT THROUGH LANDSCAPED AREAS AND SLEEVE UNDER ALL HARDSCAPE AS REQUIRED TO CONNECT LANDSCAPED AREAS.

Reuse of Document
This document is the property of HCL, LLC.
The ideas and design incorporated on this document and specifications are instruments of professional service and shall not be used for any other project without written authorization of HCL, LLC.
© 2023 HCL, LLC.
All rights reserved.

IRRIGATION DESIGN BY:
James Hackworth
C.L.D. #000062

HACKWORTH CONSULTING, LLC
hclj@comcast.net
17850 S MAMILL ROAD
(719) 599-3998 FAX
(719) 287-4241 Cell
Colorado Springs, CO 80908

DESIGNED BY: JKH
DRAWN BY: JKH
DATE: October 3, 2023
SCALE: 1" = 30'
REVISIONS:

CITY OF COLORADO SPRINGS
PARKS, RECREATION AND CULTURAL SERVICES
1401 RECREATION WAY, COLORADO SPRING CO 80905 (719) 585-5940

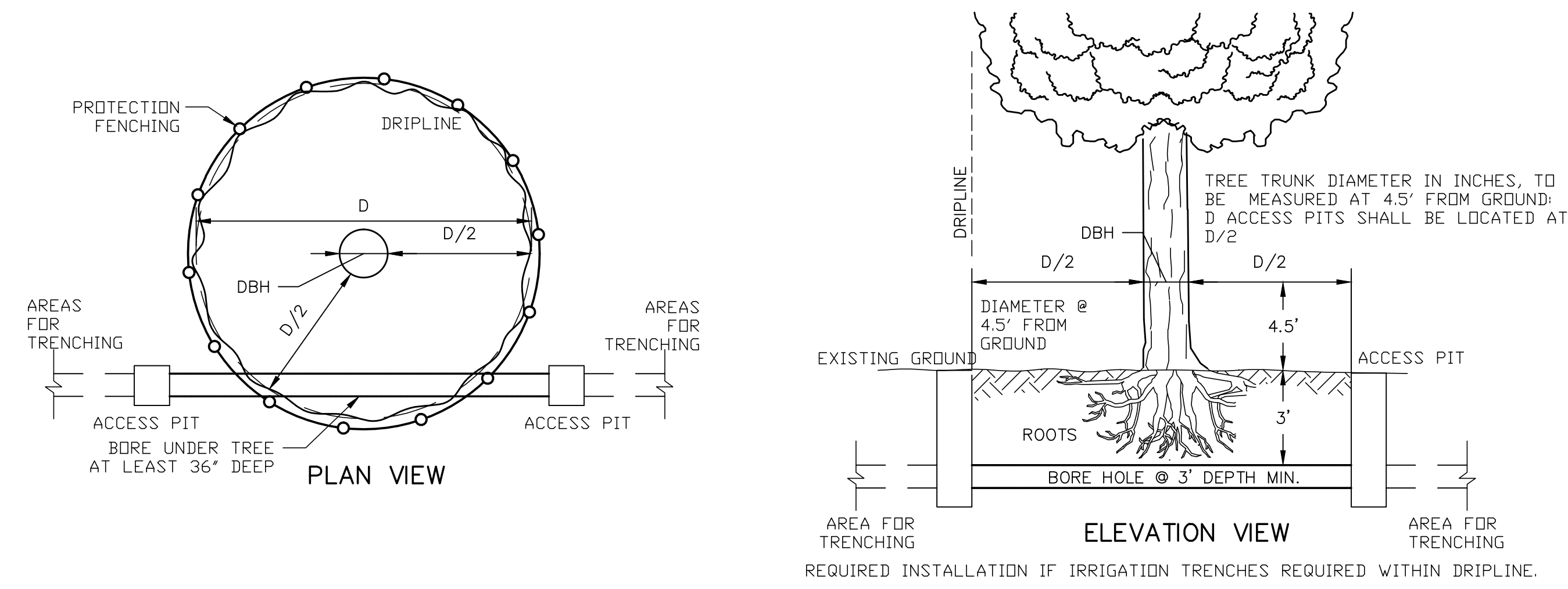
TITLE: SMVP PICKLEBALL COURT IRRIGATION PLAN
190 W CACHE LA POWDRE

SHEET IR-3 OF 3 SHEETS

FILE NUMBER:

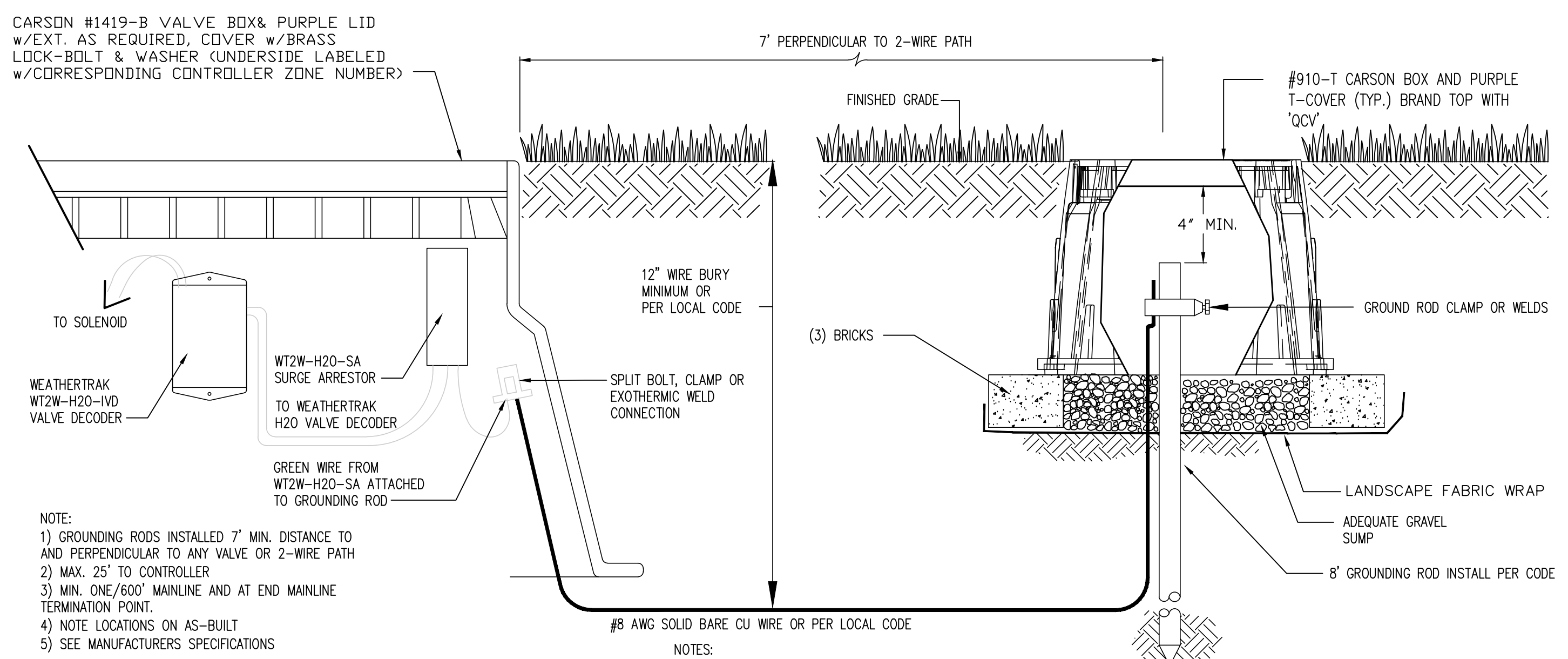
GENERAL NOTES:

- A. PLANS ARE DIAGRAMMATIC. PRECISE PLACEMENT OF EQUIPMENT MAY NOT BE POSSIBLE AS INDICATED. CONSULT PROJECT MANAGER PRIOR TO MAKING RANDOM FIELD CHANGES WHICH ALTER THE INTENT OF THE DESIGN.
- B. SCOPE OF WORK TO BE PROVIDED AND INSTALLED BY IRRIGATION SYSTEM CONTRACTOR TO INCLUDE BUT MAY NOT BE LIMITED TO:
 - 1. PROVISION AND INSTALLATION OF ALL EQUIPMENT REQUIRED PER THE DRAWINGS, EQUIPMENT SCHEDULE AND SPECIFICATIONS, INCLUDING ALL MISCELLANEOUS INCIDENTAL EQUIPMENT, WHETHER INDICATED OR NOT, BUT WHICH MAY BE REQUIRED TO RESULT IN A COMPLETE AND OPERABLE IRRIGATION SYSTEM (FROM P.O.C.)
 - 2. COORDINATION AND INSTALLATION OF ALL SUBSURFACE SLEEVES AS INDICATED ON THE DRAWINGS.
 - 3. FLAGGING OF ALL SPRINKLER HEAD AND CONTROL ZONE VALVE LOCATIONS, AND MARKING OF ALL MAINLINE AND LATERAL PIPELINE LOCATIONS FOR INSPECTION AND APPROVAL BY THE PROJECT MANAGER PRIOR TO TRENCHING AND EXCAVATING.
 - 4. TESTING FOR STATIC WATER PRESSURE AT POINT OF CONNECTION AND DETERMINING ADEQUACY FOR USE PRIOR TO COMMENCING WORK DOWNSTREAM OF POINT OF CONNECTION. INADEQUATE PRESSURE OF FLOW SHALL BE BROUGHT TO THE ATTENTION OF THE PROJECT MANAGER AND DEFICIENCIES SHALL BE CORRECTED PRIOR TO COMMENCEMENT OF WORK DOWNSTREAM OF THE POINT OF CONNECTION. FAILURE TO TEST AND VERIFY ADEQUACY OF THE STATIC PRESSURE OR FLOW AND DETERMINING FEASIBILITY OF OPERATION AS INTENDED BY DESIGN PRIOR TO COMMENCEMENT OF WORK DOWNSTREAM OF THE POINT OF CONNECTION SHALL NOT PRECLUDE IRRIGATION CONTRACTOR'S RESPONSIBILITY TO PROVIDE OPTIMUM COVERAGE OF ALL IRRIGATED AREAS AS INTENDED BY DESIGN AT THE CONTRACTOR'S EXPENSE.
 - 5. PROVISION AND INSTALLATION OF ALL CONTROLLERS, CABINETS, PEDESTAL MOUNTINGS, CONCRETE PADS, WIRE CHASES/SWEEPS, POWER SUPPLY (IF SPECIFIED), WATER TAP (IF DOWNSTREAM OF P.O.C.) AND ANY OTHER CONTROLLER RELATED EQUIPMENT AS MAY BE REQUIRED BY THE DRAWINGS AND SPECIFICATIONS. INSTALLER IS RESPONSIBLE FOR MAKING ALL LOW VOLTAGE WIRING CONNECTIONS FROM THE REMOTE CONTROL VALVES TO ALL CONTROLLERS AND FOR CORRECT SEQUENCING OF ALL VALVE OPERATION INDICATED IN THE CONTROL ZONE VALVE SCHEDULE.
 - 6. ACTIVATION OF ALL IRRIGATION SYSTEMS AND ADJUSTMENT OF ALL FLOW CONTROLS AND NOZZLES FOR OPTIMUM PERFORMANCE AND COVERAGE AS INTENDED BY DESIGN WITH MINIMAL OVERLAP ONTO PAVEMENTS AND/OR STRUCTURES. INSTALLER IS RESPONSIBLE FOR ALL ADJUSTMENTS TO NOZZLES, RISERS, FLOW CONTROLS, ETC., PRIOR TO REQUEST FOR INSPECTION BY THE PROJECT MANAGER. ALL ZONES SHALL HAVE BEEN PROGRAMMED AND PERMITTED TO OPERATE AUTOMATICALLY VIA CONTROLLERS THROUGH AT LEAST TWO (2) COMPLETE CYCLES FOR A PERIOD OF NOT LESS THAN 24 HOURS PRIOR TO INSPECTION BY PROJECT MANAGER.
 - 7. DEMONSTRATION OF OPERATION OF SYSTEM IN AN AUTOMATIC MODE IN THE PRESENCE OF THE OWNER'S REPRESENTATIVE, THE PROJECT MANAGER, AND THE INSTALLER SHALL BE GIVEN WITH NOT LESS THAN 24 HOURS NOTICE THAT AN INSPECTION FOR OPERATION IS REQUESTED. REQUESTS FOR INSPECTIONS SHALL BE ON A "PER TAP/CONTROLLER" BASIS. ACCEPTANCE FOR WORK AND COMMENCEMENT OF WARRANTIES SHALL BE GIVEN UPON COMPLETION, INSPECTION AND ACCEPTANCE OF ALL WORK REQUIRED PER THE DRAWINGS, SPECIFICATIONS AND CONTRACT DOCUMENTS.
 - 8. JOBSITE SHALL BE CLEANED DAILY OF ANY TRASH OR DEBRIS. COMPLETE CLEANUP OF ALL DIRT, UNUSED MATERIALS, AND OTHER DEBRIS SHALL BE PERFORMED BY INSTALLER PRIOR TO OWNER'S INSPECTION FOR FINAL ACCEPTANCE. PAVEMENTS AND WALKS WITHIN WORK AREAS SHALL BE SWEEPED AND POWER WASHED WITH WATER AS MAY BE NECESSARY TO REMOVE DIRT AND DEBRIS. ALL IRRIGATION DITCHES SHALL BE COMPLETE, FLAGS REMOVED, AND FINE TUNING ADJUSTMENTS MADE PRIOR TO INSPECTION FOR FINAL ACCEPTANCE.
 - 9. AS-BUILT REPRODUCIBLE RECORD DRAWINGS, WRITTEN WARRANTIES, SEASONAL MAINTENANCE INSTRUCTIONS, OPERATIONAL GUIDELINES AND SPARE EQUIPMENT SHALL BE PROVIDED BY THE INSTALLER AT INSPECTION FOR FINAL ACCEPTANCE. SUBMITTALS SHALL BE IN ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS. FAILURE TO MAKE ALL PROJECT CLOSEOUT SUBMITTALS AT THE REQUIRED TIME IN THE REQUIRED FORMAT MAY RESULT IN DELAY OF FINAL ACCEPTANCE AND RELEASE OF APPLICABLE RETAINAGES BY THE OWNER.
- C. IRRIGATION INSTALLER SHALL BE RESPONSIBLE FOR PROVIDING A 30 DAY ON-SITE MAINTENANCE PROGRAM, TO INCLUDE BUT NOT LIMITED TO FINE TUNING OF NOZZLES, FLOW CONTROLS, AND OTHER EQUIPMENT INSTALLED UNDER THE CONTRACT TO MAINTAIN OPTIMUM OPERATION OF ALL SYSTEMS AT ALL TIMES. CONTROLLER PROGRAMMING SHALL BE COORDINATED WITH THE OWNER TO ESTABLISH AND PROMOTE GROWTH OF PLANTINGS MADE UNDER THE CONTRACT, AND TO SUSTAIN OPTIMUM PLANT APPEARANCE AT ALL TIMES AS SEASONALLY APPROPRIATE. INSTALLER SHALL PROVIDE OWNER WITH WRITTEN COPY OF 'CUT SHEETS HANDBOOK' WITH FUNCTIONAL INSTRUCTIONS FROM THE MANUFACTURERS AS TO HOW TO OPERATE AND MAINTAIN SYSTEM COMPONENTS FOR SPECIFIC COMPONENTS CALLED FOR IN THIS WORK.
- D. IRRIGATION INSTALLER SHALL BE RESPONSIBLE FOR PERFORMANCE OF SEASONAL MAINTENANCE TO INCLUDE BUT NOT NECESSARILY LIMITED TO DEACTIVATION AND ACTIVATION OF ALL IRRIGATION SYSTEMS TO PREVENT FREEZE DAMAGE TO ALL EQUIPMENT. INSTALLER SHALL BE RESPONSIBLE FOR COORDINATION AND PERFORMANCE OF ALL SEASONAL MAINTENANCE PROCEDURES REQUIRED TO DEACTIVATE SYSTEMS ON OR BEFORE OCTOBER 15TH OF THE FIRST YEAR FOLLOWING DATE OF ACCEPTANCE, AND ACTIVATION OF IRRIGATION SYSTEMS SHALL BE PERFORMED ON OR BY APRIL 1ST OF THE YEAR FOLLOWING DEACTIVATION. IN THE EVENT THE INSPECTION FOR FINAL ACCEPTANCE OCCURS AFTER OCTOBER 15TH, REQUIRED SEASONAL MAINTENANCE SCHEDULE SHALL BE EXTENDED TO OCCUR THE YEAR FOLLOWING FINAL ACCEPTANCE OF WORK.
- E. A 2 YEAR CONDITIONAL WARRANTY SHALL BE EXTENDED BY THE INSTALLER TO COVER ALL MATERIAL AND WORKMANSHIP PROVIDE UNDER THE CONTRACT. DURING THE 2 YEAR WARRANTY PERIOD, ANY INSTALLATION WHICH BECOMES IN OPERABLE, OR WHICH DOES NOT OPERATE AS ORIGINALLY INTENDED [IE CONDITION AS OBSERVED AND ACCEPTED AT INSPECTION FOR FINAL ACCEPTANCE] THE INSTALLER SHALL REPAIR AND/OR REPLACE ANY WORK WHICH CAN BE ATTRIBUTED TO DEFECTS REGARDING MATERIAL AND/OR WORKMANSHIP AT NO COST TO THE OWNER. DEFICIENCIES MAY INCLUDE BUT ARE NOT LIMITED TO LEAKS, SETTLEMENT OF TRENCHES OR VALVE BOXES GREATER THAN ONE INCH, FREEZE DAMAGE, AND EQUIPMENT DEFECTS. VANDALISM, IMPROPER USE AND/OR MAINTENANCE OF SYSTEMS BY OWNER RESULTING IN DEFICIENCIES SHALL NOT BE THE RESPONSIBILITY OF THE INSTALLER, AND REPAIR/REPLACEMENT MAY BE MADE AT EXTRA COST TO THE OWNER AS AGREED.
- F. ALL INSTALLATIONS SHALL BE MADE IN STRICT ACCORDANCE WITH THE DRAWINGS, SPECIFICATIONS, CONTRACT DOCUMENTS, AND STATE & LOCAL CODES AND ORDINANCES HAVING JURISDICTION OVER THE WORK. IN THE EVENT OF CONFLICT BETWEEN REQUIREMENTS, THE MOST STRINGENT REQUIREMENT WILL PREVAIL IN ANY CASE.
- G. QUANTITIES WHICH MAY BE STATED OR IMPLIED IN SCHEDULES, GENERAL NOTES, ETC., ARE PROVIDED FOR REFERENCE ONLY. IN THE EVENT OF CONFLICT, THAT QUANTITY WHICH IS REPRESENTED GRAPHICALLY PER THE DRAWINGS SHALL PREVAIL IN ANY CASE.
- H. ALL IRRIGATION WORK SHALL BE COORDINATED WITH GENERAL, OTHER SUBCONTRACTORS, OTHER SITE WORK, AND LANDSCAPING WORK TOWARDS PROMOTING A TEAM EFFORT. INSTALLER SHALL NOT WILLFULLY MAKE ANY DESIGN CHANGES TO FACILITATE OTHERS WORK YET INTERFERE WITH IRRIGATION SYSTEM OPERATION AND COVERAGE AS INTENDED BY DESIGNER. NOTIFY THE PROJECT MANAGER OF SUCH CONFLICTS AND RESOLVE CONFLICTS PRIOR TO PROCEEDING WITH WORK.
- I. ALTERNATE EQUIPMENT FROM THAT INDICATED ON THE DRAWINGS AND SPECIFICATIONS, WHICH WHEN INSTALLED WILL RESULT IN EQUAL OR IMPROVED PERFORMANCE, AND/OR CONSIDERABLE COST SAVINGS TO THE OWNER WITH EQUAL AND/OR IMPROVED PERFORMANCE TO THAT INDICATED MAY BE CONSIDERED BY THE OWNER. ALL PROPOSED ALTERNATE EQUIPMENT MUST BE PROPOSED TO AND APPROVED BY THE OWNER PRIOR TO SUBMITTAL OF BID PROPOSAL. ONLY THOSE ALTERNATE EQUIPMENT MANUFACTURER'S AND EQUIPMENT LISTED IN THE SPECIFICATIONS WILL BE CONSIDERED. PROVISION/INSTALLATION OF ALTERNATE EQUIPMENT WITHOUT PRIOR APPROVAL BY THE OWNER MAY RESULT IN DELAY AND/OR REJECTION OF FINAL ACCEPTANCE OF WORK.
- J. UPON ENTERING INTO AN AGREEMENT TO PROVIDE LABOR AND MATERIALS TO COMPLETE ALL THE WORK REQUIRED UNDER THIS SECTION, THE INSTALLER HEREBY GUARANTEES TO THE OWNER THAT THE WORK WILL BE EXECUTED TO THE BEST OF THE INSTALLER'S ABILITY AND TO AT LEAST THE MINIMUM INDUSTRY STANDARDS AND/OR MANUFACTURER'S RECOMMENDATIONS. TIME IS OF THE ESSENCE AND PROGRESS TOWARDS FINAL ACCEPTANCE SHALL BE STEADY AND WITHOUT DELAY OR INTERRUPTION EXCEPT FOR UNREASONABLE WEATHER CONDITIONS. THE INSTALLER WILL NOT QUALIFY ANY TERM, CONDITION, OR REQUIREMENT STATED HEREIN AT ANY TIME DURING OR AFTER COMPLETION OF AGREEMENT TO PROVIDE WORK UNDER THIS SECTION. THE INSTALLER MAY HAVE CERTAIN RIGHTS PERTAINING TO THIS GUARANTEE AS MAY BE DESCRIBED IN THE GENERAL CONDITIONS OF THE AGREEMENT BETWEEN OWNER AND INSTALLER.
- K. IRRESPECTIVE OF ANY OTHER TERM IN THIS DOCUMENT, DESIGNER SHALL NOT CONTROL OR BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SCHEDULES, SEQUENCES OR PROCEDURES; OR FOR THE CONSTRUCTION SAFETY OR ANY OTHER RELATED PROGRAMS; OR FOR ANOTHER PARTIES' ERRORS OR OMISSIONS OR FOR ANY ANOTHER PARTIES' FAILURE TO COMPLETE THEIR WORK OR SERVICES IN ACCORDANCE WITH DESIGNERS' DOCUMENTS. DUE TO VARYING CLIMATIC CONDITIONS AND/OR REASONS STATED ABOVE, THE DESIGNER SHALL NOT BE HELD RESPONSIBLE FOR QUALITY, QUANTITY, VITALITY, OR SURVIVAL OF ANY AND ALL LANDSCAPE PLANTINGS. SCHEDULING ON DOCUMENTS ARE RECOMMENDED GUIDELINES ONLY.
- L. FURTHER THAT OWNER IS SOLELY RESPONSIBLE FOR ANY AND ALL ROUTINE MAINTENANCE OF THE SYSTEM AND ITS COMPONENTS AFTER FINAL WRITTEN ACCEPTANCE OF PROJECT.



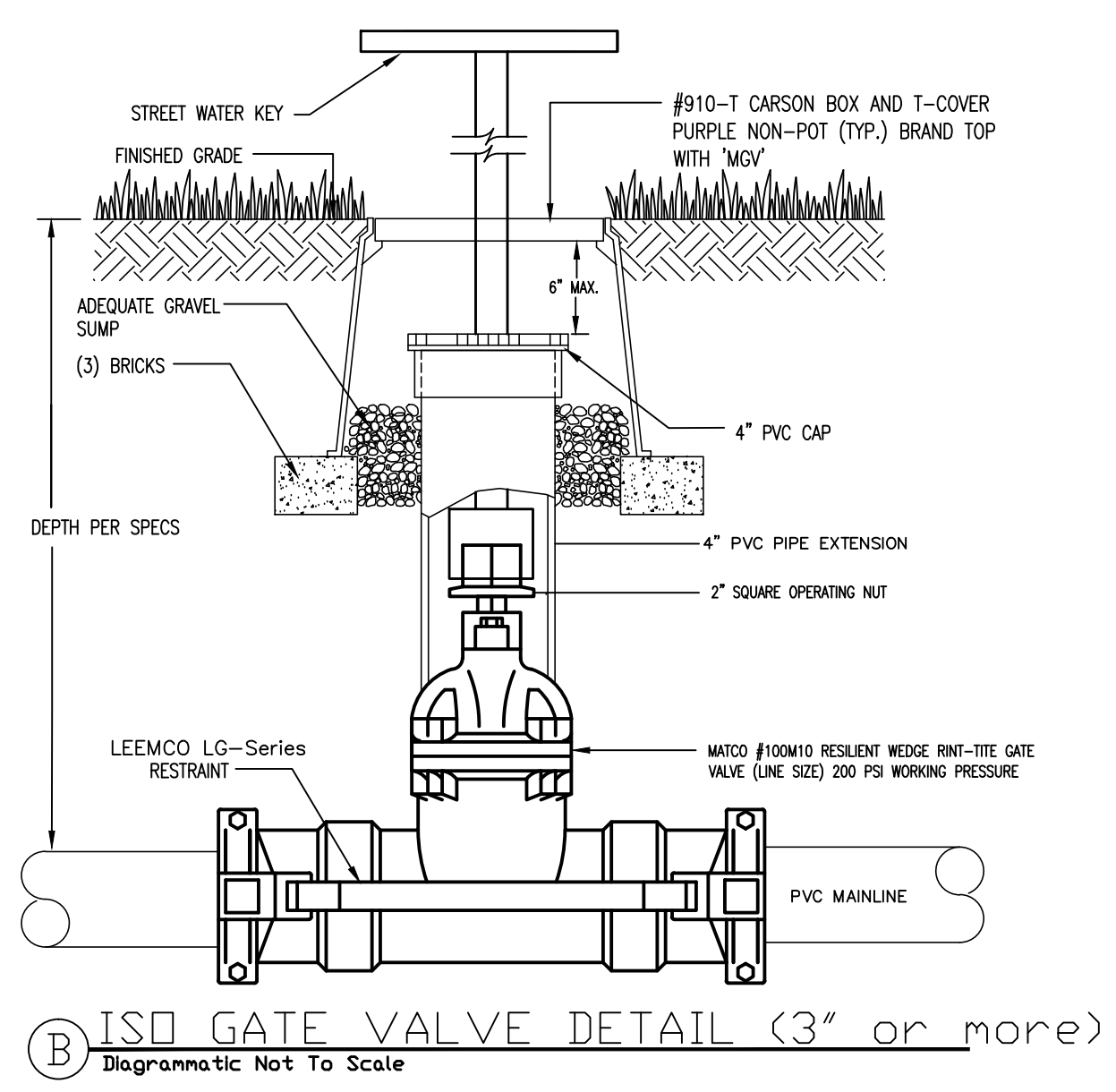
1. TREE PROTECTION MEASURES MUST BE IN PLACE BEFORE CONSTRUCTION, DEMOLITION, GRADING ACTIVITIES AND/OR IRRIGATION TRENCHING COMMENCE.
2. TREES CALLED OUT FOR PRESERVATION SHALL BE FENCED AT THE DRIPLINE. ERECTION OF FENCE PROTECTION AROUND TREES SHALL BE MINIMUM 6' LONG #5 REBAR DRIVEN 1' INTO THE GROUND @ 4.5' ON CENTER AT DRIPLINE. ATTACH ORANGE MESH BARRIER WITH NYLON ZIP TIES OR TWISTED WIRE TO REBAR. FENCING MAY OCCUR AT THE COMBINED DRIPLINES OF GROVES OF TREES. PLACE 4"-6" BARK MULCH BENEATH DRIPLINES OF TREES TO BE PRESERVED. KEEP BARK 2-3 FEET FROM TREE TRUNKS.
3. NO GRADING SHALL OCCUR WITHIN THE DRIPLINES/FENCED AREA OF EXISTING TREES.
4. NO CONSTRUCTION MATERIALS OR CONSTRUCTION VEHICLES MAY BE STORED WITHIN DRIPLINES/FENCED AREAS OF EXISTING TREES.
5. CONSTRUCTION VEHICLES OR MACHINERY MAY NOT PASS BETWEEN TWO OR MORE EXISTING TREES IDENTIFIED FOR PRESERVATION IF THEIR CANOPIES ARE WITHIN 10 FEET OF TOUCHING. ADDITIONAL FENCING MAY BE REQUIRED AS NEEDED TO SATISFY THIS REQUIREMENT.
6. CONTRACTOR IS REQUIRED TO HAVE ARBORIST CERTIFIED BY THE INTERNATIONAL SOCIETY OF ARBORICULTURE (ISA), APPROVED BY CSPP, ON SITE IF SITE CONSTRUCTION EFFORTS REQUIRE REMOVAL OF EXISTING ROOTS OR BRANCH PRUNING. ROOTS APPROVED FOR CUTTING MUST BE CUT CLEANLY WITH A SAW. RIPPING OR SHREDDING ROOTS SUBJECT TO FINE/PENALTY.
7. UNAUTHORIZED TREE REMOVAL IS SUBJECT TO REPLACEMENT EQUAL TO THE APPRAISED VALUE OF THE TREE LOST.
8. THE CONTRACTOR IS REQUIRED TO WATER, FERTILIZE AND ATTEND TO OTHER MAINTENANCE NEEDS OF EXISTING TREES TO MAINTAIN HEALTHY GROWTH THROUGHOUT THE CONSTRUCTION PERIOD. AN EARTH BERM MEASURING 6 FEET IN DIAMETER, AND 6 INCHES IN HEIGHT SHALL BE MAINTAINED DURING THE CONSTRUCTION PERIOD. TREES WATERED ACCORDING TO WEATHER AND TREE SPECIES REQUIREMENTS.
9. ALL IRRIGATION TRENCHING WITHIN TREE PROTECTION LIMITS DEFINED ABOVE SHALL BE 'HAND EXCAVATED' AVOIDING AS MUCH DAMAGE TO ROOTS AS POSSIBLE.

(A) EXISTING TREE PROTECTION/TRENCHING DETAIL
Diagrammatic Not To Scale



(C) WEATHERTRAK 2-WIRE SURGE ARRESTOR DECODER AND DECODER CONNECTIONS
Diagrammatic Not To Scale

- VERIFICATION:
1. BEFORE PROCEEDING WITH ANY WORK, THE CONTRACTOR SHALL INSPECT THE SITE, LOCATE ANY EXISTING IRRIGATION SYSTEM AND PUMPING COMPONENTS, AND VERIFY ALL DIMENSIONS AND CONDITIONS AFFECTING THE WORK IN ORDER TO PROCEED SAFELY.
 2. TESTING FOR STATIC WATER PRESSURE AT POINT OF CONNECTION AND DETERMINING ADEQUACY FOR USE PRIOR TO COMMENCING WORK DOWNSTREAM OF POINT OF CONNECTION. INADEQUATE PRESSURE OF FLOW SHALL BE BROUGHT TO THE ATTENTION OF THE PROJECT MANAGER AND DEFICIENCIES SHALL BE CORRECTED PRIOR TO COMMENCEMENT OF WORK DOWNSTREAM OF THE POINT OF CONNECTION. FAILURE TO TEST AND VERIFY ADEQUACY OF THE STATIC PRESSURE OR FLOW AND DETERMINING FEASIBILITY OF OPERATION AS INTENDED BY DESIGN PRIOR TO COMMENCEMENT OF WORK DOWNSTREAM OF THE POINT OF CONNECTION SHALL NOT PRECLUDE IRRIGATION CONTRACTOR'S RESPONSIBILITY TO PROVIDE OPTIMUM COVERAGE OF ALL IRRIGATED AREAS AS INTENDED BY DESIGN AT THE CONTRACTOR'S EXPENSE.
 3. CONTRACTOR TO DETERMINE IN THE FIELD ACTUAL LOCATIONS AND ELEVATIONS OF ALL EXISTING UTILITIES, WHETHER SHOWN ON THE PLANS OR NOT. THE CONTRACTOR SHALL CALL UTILITY PROTECTION SERVICE 72 HOURS PRIOR TO CONSTRUCTION. ANY DAMAGE TO EXISTING UTILITIES SHALL BE CONTRACTOR'S RESPONSIBILITY.
 4. CONTRACTOR SHALL EXAMINE FINISH SURFACE AND GRADES. DO NOT START ANY WORK UNTIL UNSATISFACTORY CONDITIONS HAVE BEEN CORRECTED. VERIFY LIMITS OF WORK BEFORE STARTING.
 5. CONTRACTOR TO REPORT ALL DAMAGES TO EXISTING CONDITIONS AND INCONSISTENCIES WITH PLANS TO OWNER'S REPRESENTATIVE PRIOR TO BEGINNING OF CONSTRUCTION.
 6. CONTRACTOR SHALL REPORT TO THE OWNER OR PROJECT MANAGER ANY DEVIATION AND/OR CONFLICTS BETWEEN DRAWINGS AND SITE CONDITIONS. EXTRA WORK ARISING FROM FAILURE TO DO SO SHALL BE DONE AT THE CONTRACTOR'S EXPENSE.



(B) ISO GATE VALVE DETAIL (3" or more)
Diagrammatic Not To Scale

Know what's below.
Call before you dig.
811
CALL BEFORE YOU DIG...
48 HOURS BEFORE YOU DIG, CALL UTILITY LOCATORS FOR LOCATING AND MARKING GAS, ELECTRIC, WATER AND WASTEWATER.
Determina lo que esta bajo tierra.
Llama antes de excavar.

Reuse of Document
This document is the property of HCl, LLC. The ideas and design incorporated on this document and specifications are instruments of professional service and shall not be used for any other project without written authorization of HCl, LLC. © 2023 HCl, LLC. All rights reserved.

IRRIGATION DESIGN BY: James Hackworth C.I.D. #00062
HACKWORTH CONSULTING, LLC
17650 SAMMILL ROAD
(719) 599-3598 Pk.
(719) 287-4241 Cell
Colorado Springs, CO 80908

BASE DATA DIRECTED HEREON COPYRIGHTED TO THE CITY OF COLORADO SPRINGS ON BEHALF OF COLORADO SPRINGS UTILITIES.

DESIGNED BY: JKH
DRAWN BY: JKH
DATE: October 3, 2023
SCALE: AS NOTED
REVISIONS:

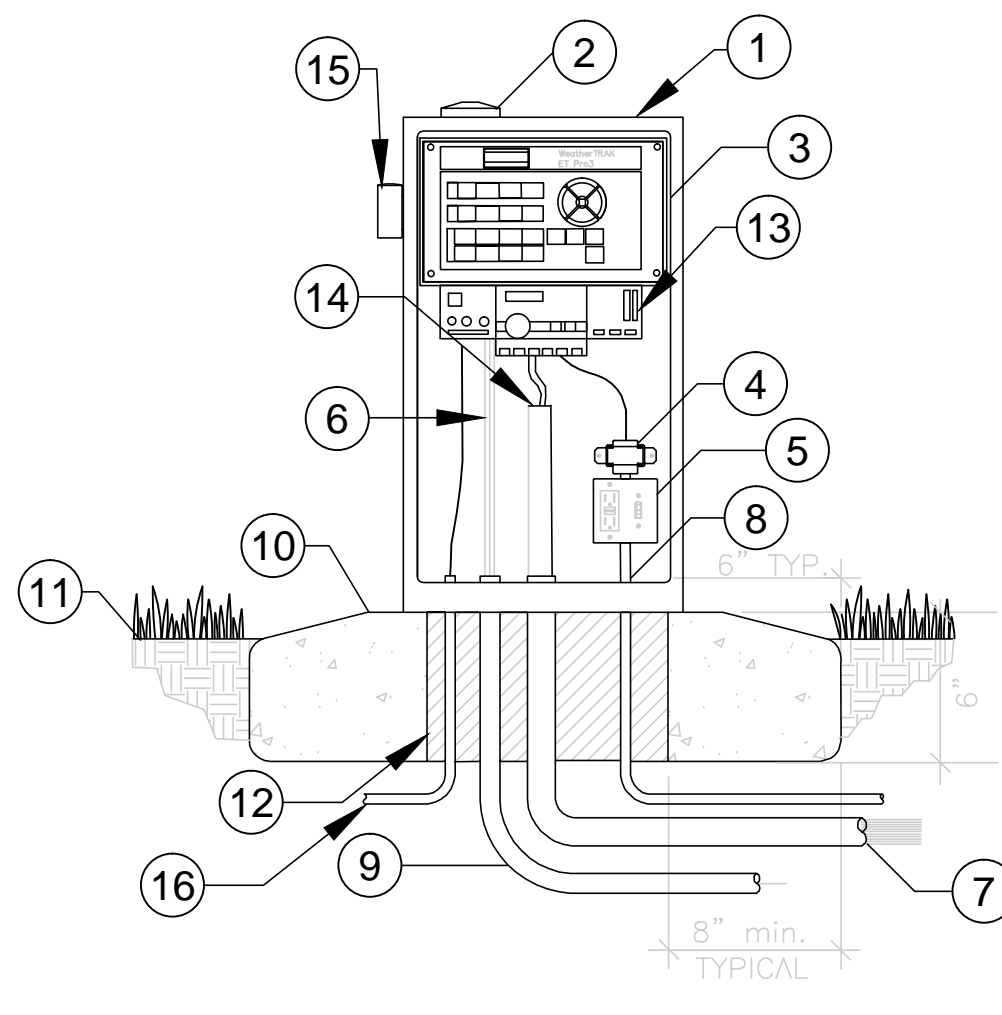
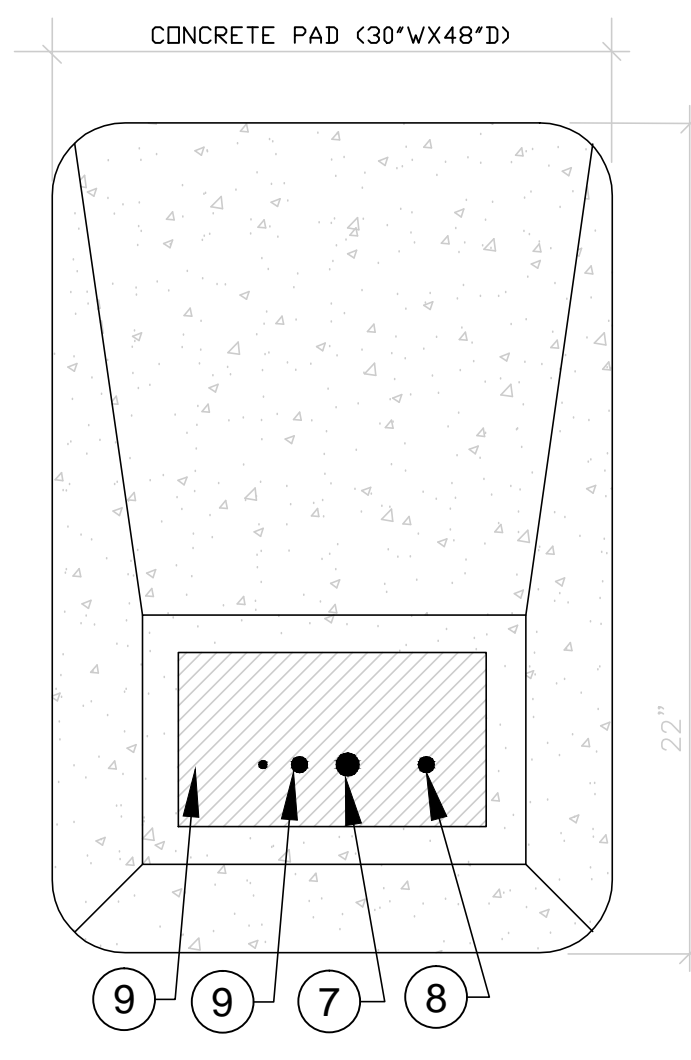
CITY OF COLORADO SPRINGS
PARKS, RECREATION AND CULTURAL SERVICES
1401 RECREATION WAY, COLORADO SPRING CO 80905 (719) 385-5940

TITLE:
SMVP PICKLEBALL COURT IRRIGATION PLAN
190 W CACHE LA POUFRE

SHEET IR-4 4
OF 8 SHEETS

FILE NUMBER:

PAPER SIZE: ARCH D, 22" X 36" (INCHES)
DRAWING SIZE: 11" X 17" (INCHES)
SCALE: AS NOTED



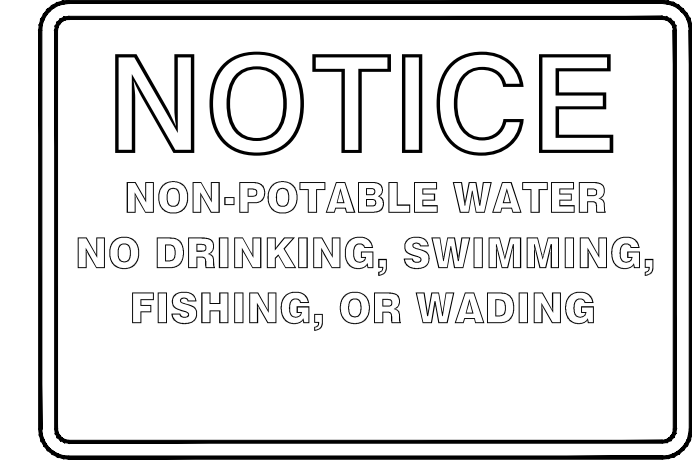
- ④ CONTROLLER TRANSFORMER.
- ⑤ GFI ON/OFF POWER SWITCH RECEPTACLE.
- ⑥ PAIGE ELECTRIC P7072 2-wire FLOW SENSOR CABLE AND SEPARATE P7072 2-wire MASTER VALVE WIRES PER SPECIFICATIONS.
- ⑦ 3" PVC SWEEP ELL AND CONDUIT FOR 2-WIRE COMMUNICATION CABLE/S
- ⑧ 1" PVC SWEEP ELL AND CONDUIT FOR 120VAC FROM METERED POWER SUPPLY.
- ⑨ 2" PVC SWEEP ELL AND CONDUIT FOR OPTIONAL CONVENTIONALLY WIRED FLOW SENSOR AND MASTER VALVE WIRES.
- ⑩ POURED CONCRETE BASE. SLOPE TO DRAIN.
- ⑪ FINISH GRADE. 2" BELOW TOP OF CONCRETE BASE.
- ⑫ FILL VOIDS WITH CONCRETE SLURRY MIX.
- ⑬ UNIVERSAL RADIO REMOTE INTERFACE. (TYPICAL)
- ⑭ NEATLY BUNDLE WIRES AND SECURE WITH WIRE TIES (TYPICAL)
- ⑮ RAIN SENSOR WITHIN VIT RAIN SENSOR ENCLOSURE (PT PER SPEC.)
- ⑯ #6 BARE WIRE TO GROUNDING GRID



NOTICE
NON-POTABLE WATER
DO NOT DRINK

NOTES:
1. NON-POTABLE SIGN TO BE A MINIMUM DIMENSION OF 20" x 14". MOUNT ON 2" TELESAR TRAFFIC RATED SQUARE POST A MINIMUM OF 42" ABOVE GRADE LEVEL. SIGN COLOR SHALL BE WHITE LETTERING, WHITE BORDER AND ON EITHER PANTONE #512C OR #522C BACKGROUND.
2. CONFIRM WITH CITY OF COLORADO SPRINGS VERBIAGE, SIZE AND LOCATIONS BEFORE CONSTRUCTION.

NON-POTABLE WATER SIGNAGE DETAIL A
Diagrammatic Not To Scale

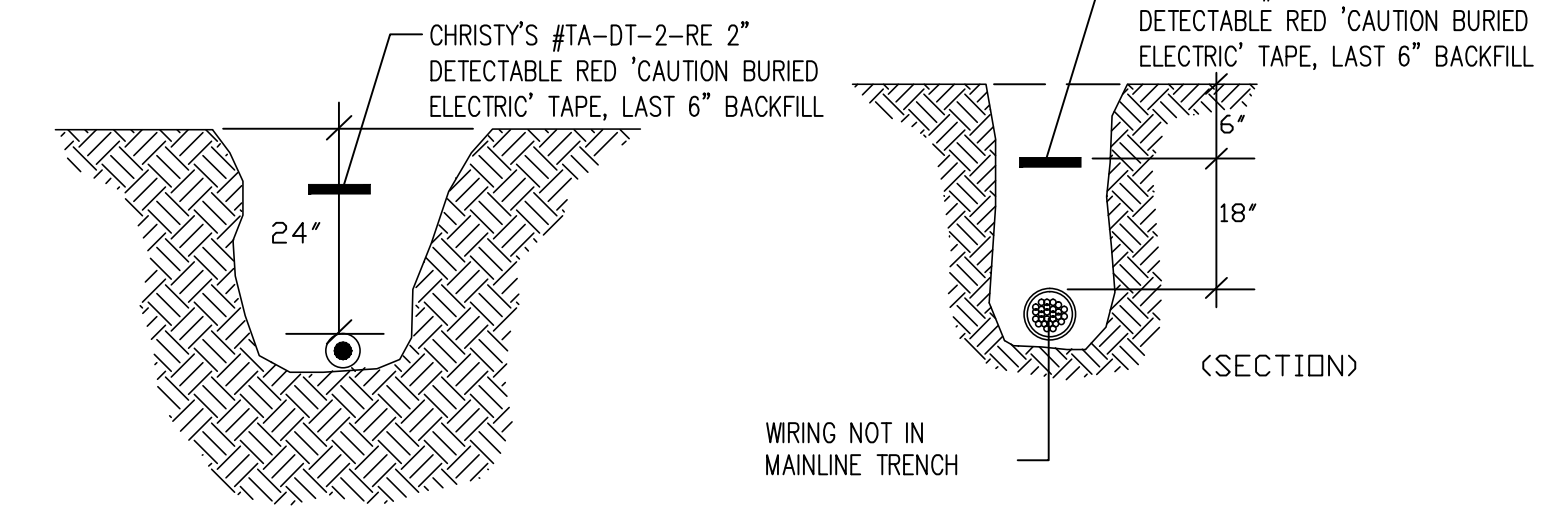


NOTICE
NON-POTABLE WATER
NO DRINKING, SWIMMING,
FISHING, OR WADING

NOTES:
1. NON-POTABLE SIGN TO BE A MINIMUM DIMENSION OF 20" x 14". MOUNT ON 2" TELESAR TRAFFIC RATED SQUARE POST A MINIMUM OF 42" ABOVE GRADE LEVEL. SIGN COLOR SHALL BE WHITE LETTERING, WHITE BORDER AND ON EITHER PANTONE #512C OR #522C BACKGROUND.
2. CONFIRM WITH CITY OF COLORADO SPRINGS VERBIAGE, SIZE AND LOCATIONS BEFORE CONSTRUCTION.

NON-POTABLE WATER SIGNAGE DETAIL A
Diagrammatic Not To Scale

110/120 VOLT & CONTROL WIRING



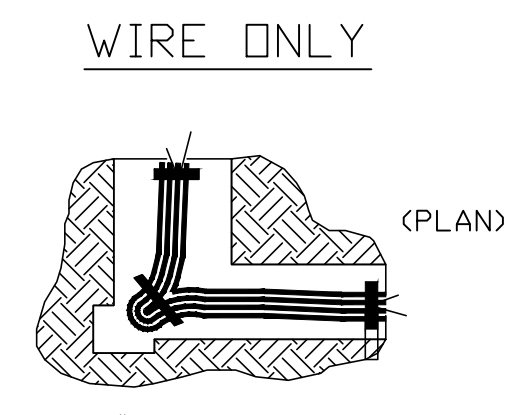
ALL 120 VOLT WIRING IN CONDUIT TO BE INSTALLED PER STATE AND LOCAL CODES.

14 GAUGE PE CONTROL WIRES

Number of Wires	Size of Conduit
19	1-1/2" (40 mm)
31	2" (50 mm)
44	2-1/2" (65 mm)
68	3" (75 mm)

12 GAUGE PE CONTROL WIRES

Number of Wires	Size of Conduit
16	1-1/2" (40 mm)
26	2" (50 mm)
37	2-1/2" (65 mm)
58	3" (75 mm)



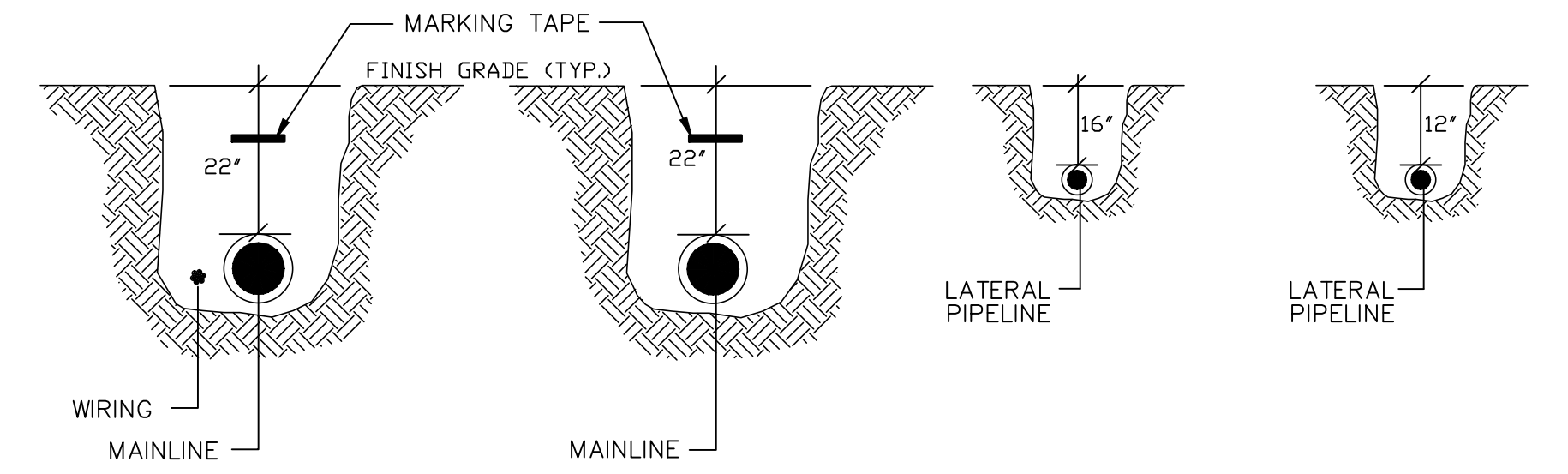
G WIRE TRENCHING DETAIL
Diagrammatic Not To Scale

- NOTES:
1. ALL PIPE SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. NO PIPE OR WIRE SHALL BE LOCATED UNDER PAVING UNLESS IT IS SLEEVED.
3. PARALLEL PIPING SHALL NOT BE INSTALLED IN SAME TRENCH BESIDE OR ATOP ONE ANOTHER.
4. BACKFILL MATERIAL SHALL BE FREE OF RUBBISH, VEGETABLE MATTER, FROZEN MATERIALS, AND STONES LARGER THAN 3/8" IN MAXIMUM DIMENSIONS. PROVIDE NOT LESS THAN 6" OF CLEARANCE BETWEEN EACH LATERAL LINE, AND NOT LESS THAN 18" OF CLEARANCE BETWEEN LATERAL LINES AND MAINS.

MAINLINE, LATERAL LINE, MAINLINE ONLY AND WIRING

LATERAL ONLY (ROTATOR ZONES ONLY)

LATERAL ONLY (SPRAY ZONES & 'MP' ROTATOR ZONES ONLY)

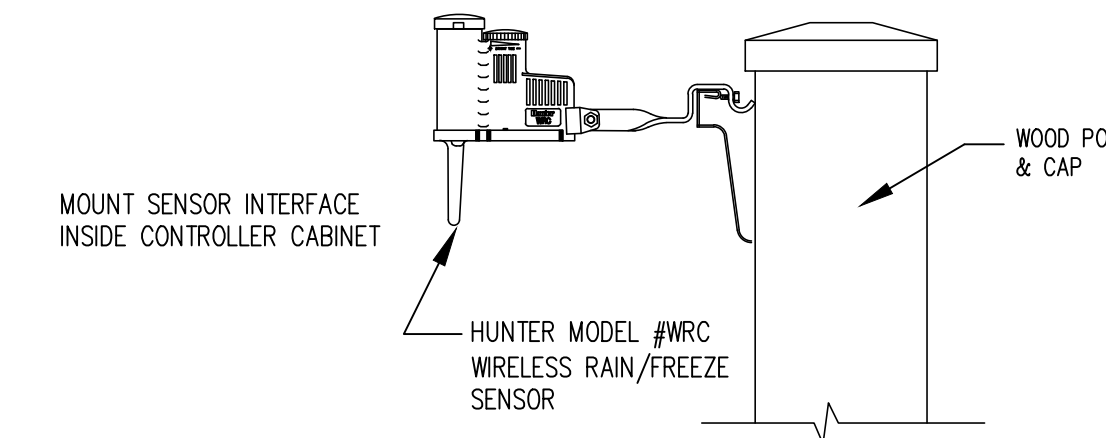


- NO PIPING SHALL BE INSTALLED WITH LESS THAN 12" LATERAL CLEARANCE HORIZONTALLY, NOR 6" VERTICALLY (NO SHARED TRENCHES)
- INSTALL ALL MAINLINE AND LATERAL LINE PIPING PER SPECIFICATIONS AND IN FULL ACCORDANCE WITH MANUFACTURER'S INSTALLATION INSTRUCTIONS.
- DEPTHS INDICATED ARE MINIMUM DEPTHS TO TOP OF PIPELINE AND NOT TRENCH DEPTH.
- WIRING AND PIPING SHALL BE INSTALLED IN SEPARATE SLEEVES AT LOCATIONS NOTED ON DRAWINGS. SLEEVE MINIMUM SIZING SHALL BE DOUBLE THE BUNDLE OR PIPE DIAMETER.
- CLEAN BACKFILL SHALL HAVE 90% RELATIVE COMPACTION, CLEAN SOIL, NO BRANCHES, ROOTS AND ROCK FREE.
- CRISSEY WATER LINE MARKING TAPE LABELED 'BURIED WATER PIPE' SHALL BE INSTALLED ALONG DITCH AT CENTERLINE OF MAINLINE PIPES (6"-8" DEEP) WITH AN EXPOSED END AT ALL VALVES AND CONTROLLER.

PIPE SIZING CHART

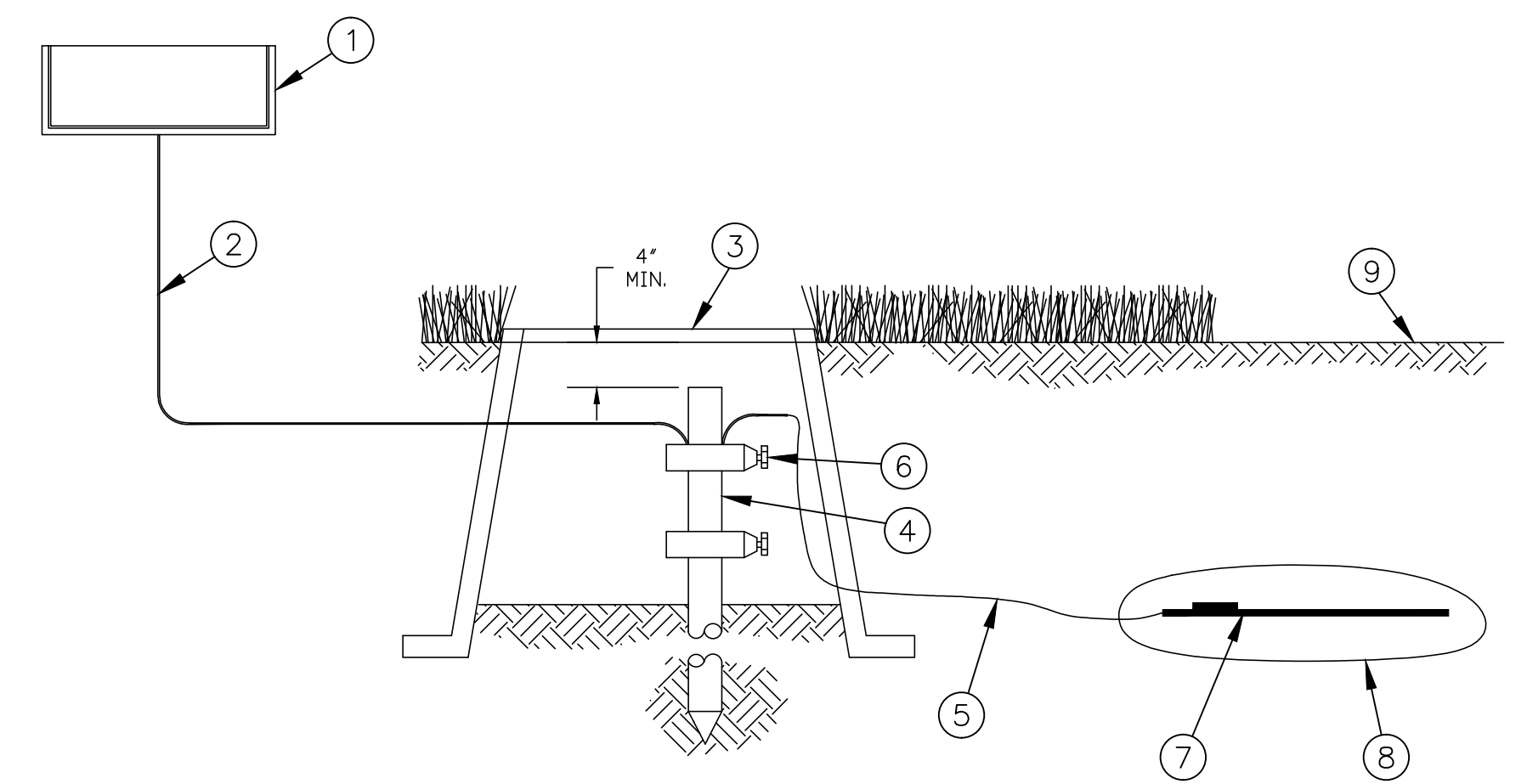
SIZE OF PIPE	MAXIMUM GPM
3/4"	10
1"	15
1-1/2"	35
2"	55
2-1/2"	75
3"	110
4"	225

I PVC PIPE TRENCHING DETAIL
Diagrammatic Not To Scale



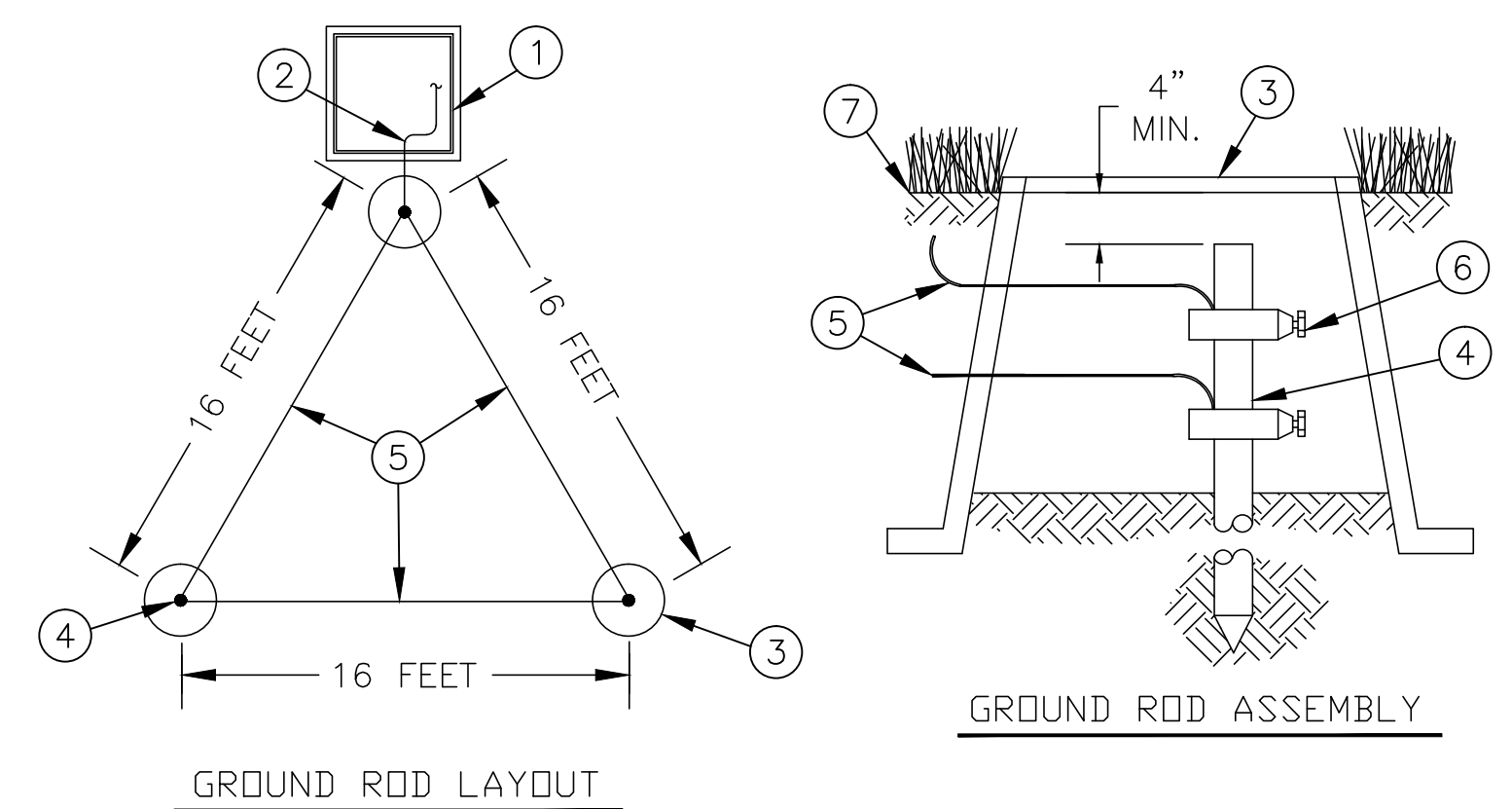
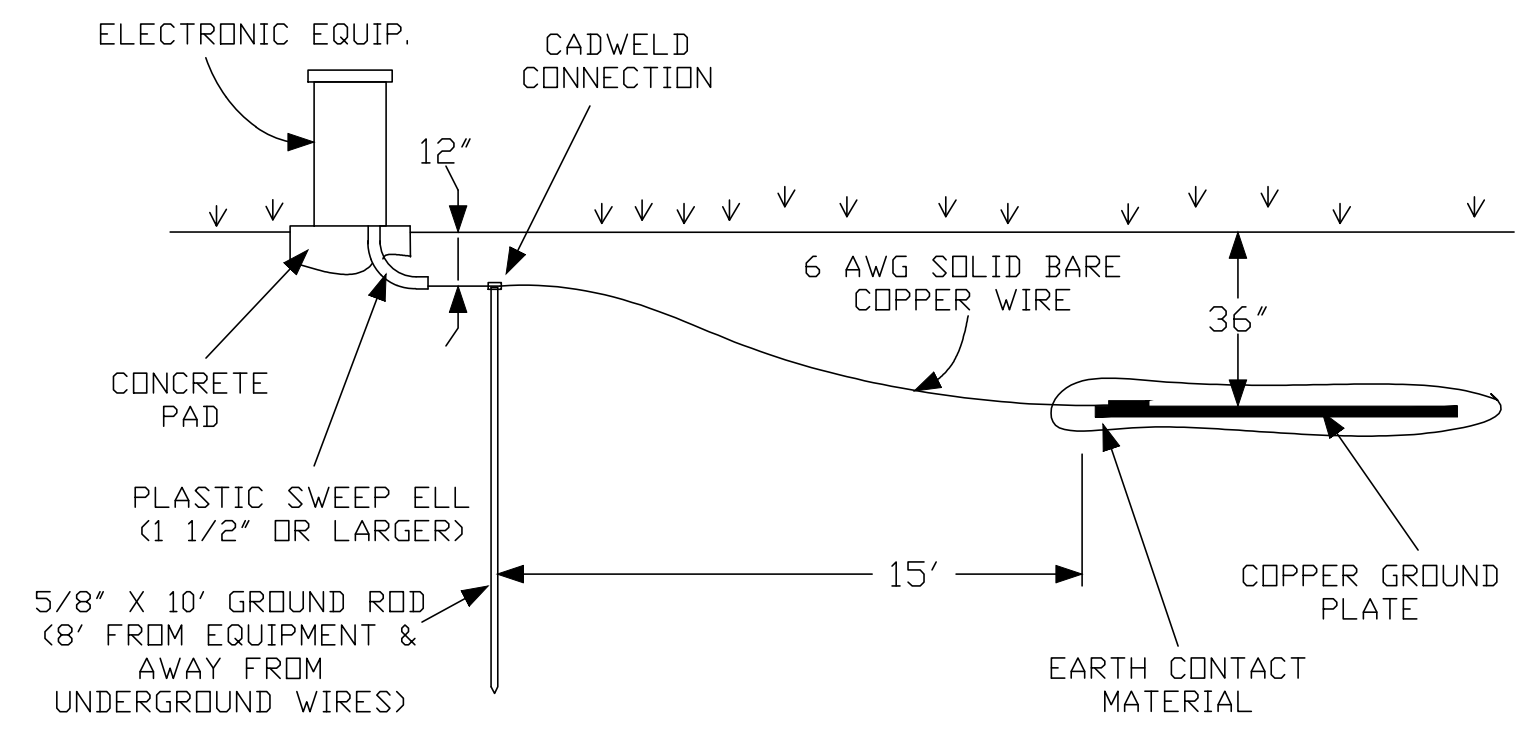
J RAIN/FREEZE SENSOR POST MOUNT
Diagrammatic Not To Scale

D WEATHERTRAK #WTPRO3-C-H2048-CWM 2-WIRE SERIES CONTROLLER
Diagrammatic Not To Scale



- ① WEATHERTRAK CONTROLLER
- ② SOLID BARE COPPER WIRE (#6 AWG) FROM GROUNDING ROD TO CONTROLLER. MAKE WIRE AS SHORT AND STRAIGHT AS POSSIBLE
- ③ COVER GROUNDING ROD WITH 10-INCH ROUND VALVE BOX AS SHOWN
- ④ 5/8-INCH X 10 FT COPPER CLAD GROUNDING ROD OR GROUNDING PLATE. INSTALL RODS IN SOIL IN A TRIANGULAR PATTERN SPACED A MINIMUM OF 16 FT APART FROM EACH OTHER. GROUNDING GRID TO HAVE A RESISTANCE OF TEN (10) OHMS OR LESS
- ⑤ BARE COPPER WIRE (#6 AWG MIN.) BETWEEN GROUNDING ROD AND GROUNDING PLATE
- ⑥ GROUND ROD CLAMP OR WELDS
- ⑦ COPPER GROUNDING PLATE
- ⑧ GROUND ENHANCEMENT MATERIAL (IF REQUIRED) FINISH GRADE

TYPICAL DETAILS



- ① WEATHERTRAK CONTROLLER
- ② SOLID BARE COPPER WIRE (#10 AWG) FROM GROUNDING ROD TO CONTROLLER. MAKE WIRE AS SHORT AND STRAIGHT AS POSSIBLE
- ③ COVER GROUNDING ROD WITH 10-INCH ROUND VALVE BOX AS SHOWN
- ④ 5/8-INCH X 8 FT COPPER CLAD GROUNDING ROD OR GROUNDING PLATE. INSTALL RODS IN SOIL IN A TRIANGULAR PATTERN SPACED A MINIMUM OF 16 FT APART FROM EACH OTHER. GROUNDING GRID TO HAVE A RESISTANCE OF TEN (10) OHMS OR LESS
- ⑤ BARE COPPER WIRE (#10 AWG MIN.) BETWEEN GROUNDING RODS
- ⑥ GROUND ROD CLAMP OR WELDS
- ⑦ FINISH GRADE

H CONTROLLER GROUNDING GRID DESIGN LAYOUT
Diagrammatic Not To Scale

Know what's below.
Call before you dig.
811
CALL BEFORE YOU DIG...
Determina lo que esta bajo tierra.
Llama antes de excavar.

48 HOURS BEFORE YOU DIG, CALL UTILITY LOCATORS FOR LOCATING AND MARKING GAS, ELECTRIC, WATER AND WASTEWATER

Reuse of Document
This document is the property of HCl, LLC.
The ideas and design incorporated on this document and specifications are instruments of professional service and shall not be used for any other project without written authorization of HCl, LLC.
© 2023 HCl, LLC.
All rights reserved.

IRRIGATION DESIGN BY:
James Hackworth
C.I.D. #00062
hcljm@comcast.net
17850 SAMMILL ROAD
(719) 599-3998 Ph
(719) 287-4241 Cell
Colorado Springs, CO 80908

HACKWORTH CONSULTING, LLC

BASE DATA DIRECTED HEREON COPYRIGHTED TO THE CITY OF COLORADO SPRINGS BY BEHALF OF COLORADO SPRINGS UTILITIES.

DESIGNED BY: JKH
DRAWN BY: JKH
DATE: October 3, 2023
SCALE: AS NOTED
REVISIONS:

CITY OF COLORADO SPRINGS
PARKS, RECREATION AND CULTURAL SERVICES
1401 RECREATION WAY, COLORADO SPRING CO 80905 (719) 585-5940

TITLE:
SMVP PICKLEBALL COURT IRRIGATION PLAN
190 W CACHE LA POUFRE

SHEET IR-5 OF 8 SHEETS

FILE NUMBER:

PAPER SIZE: ARCHY FULL BLEED: 36" X 48" (36.00 X 48.00 INCHES)
DRAWING SIZE: ARCHY FULL BLEED: 36" X 48" (36.00 X 48.00 INCHES)
DRAWING SCALE: 1" = 10'-0" (1:120)
DRAWING DATE: 10/03/23
DRAWING TIME: 10:10:10 AM
DRAWING USER: JKH
DRAWING PROJECT: 190 W CACHE LA POUFRE
DRAWING SHEET: IR-5 OF 8 SHEETS

BASE DATA DERIVED FROM COPYRIGHTED TO THE CITY OF COLORADO SPRINGS BY BEHALF OF COLORADO SPRINGS UTILITIES.

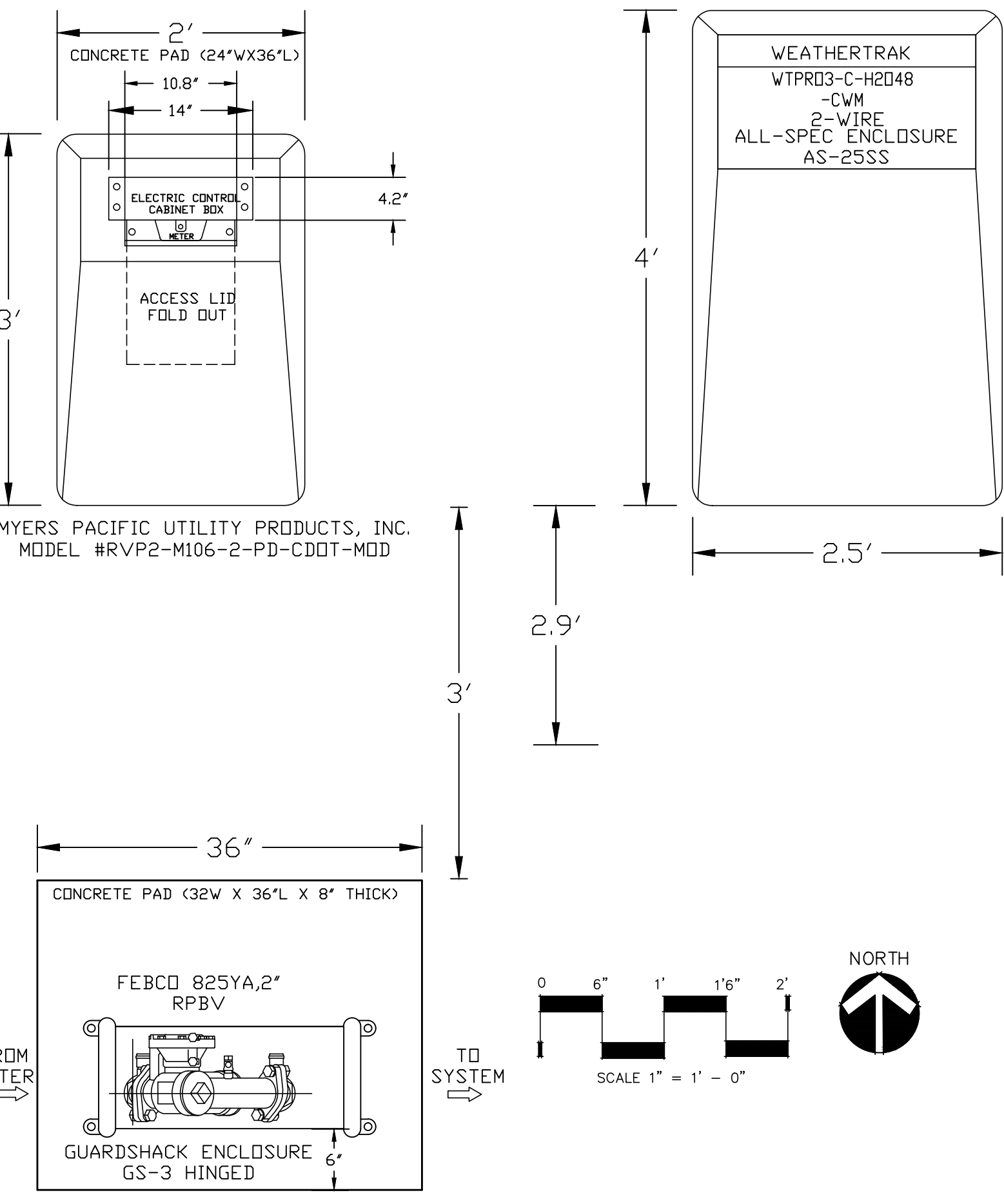
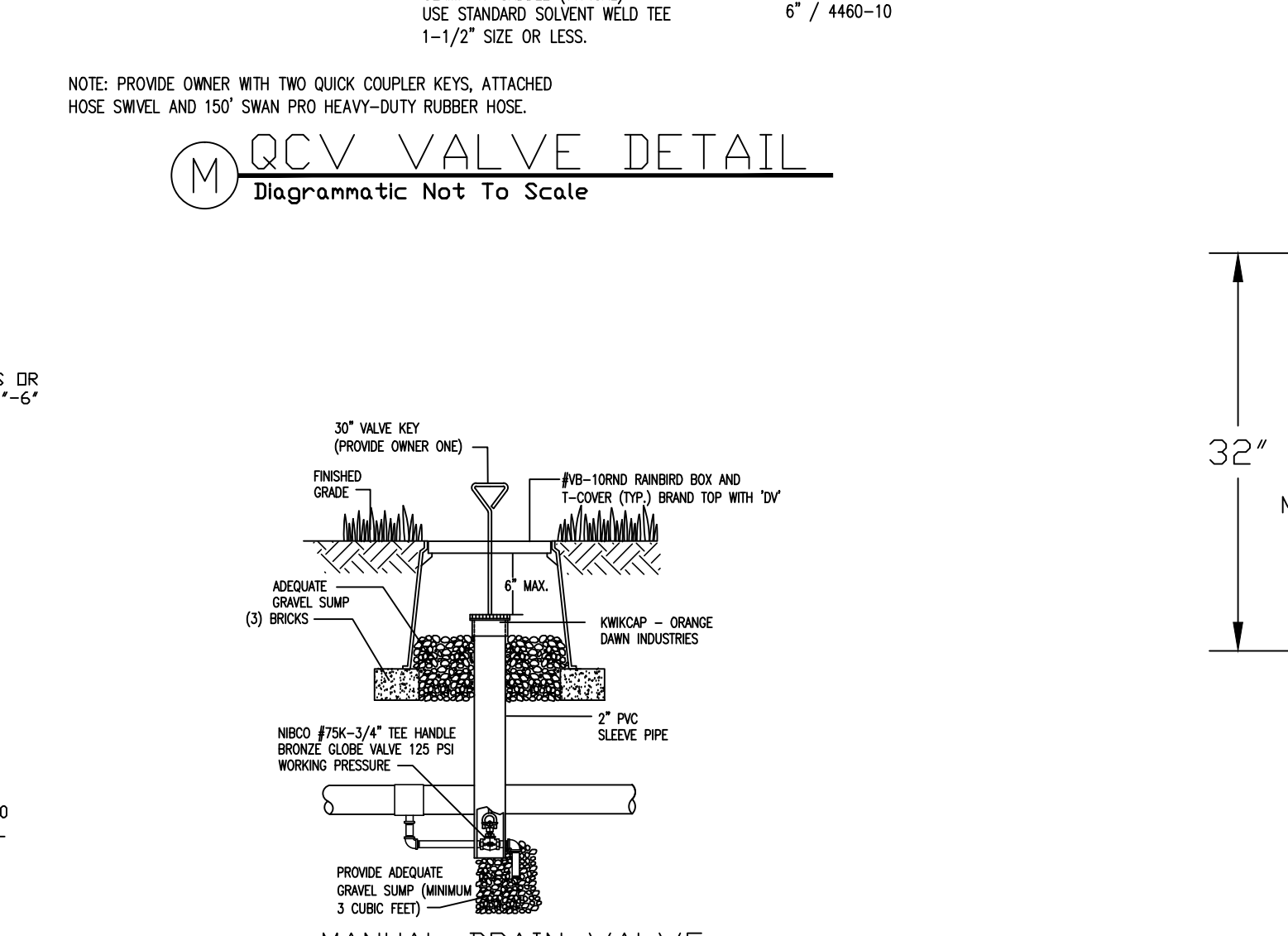
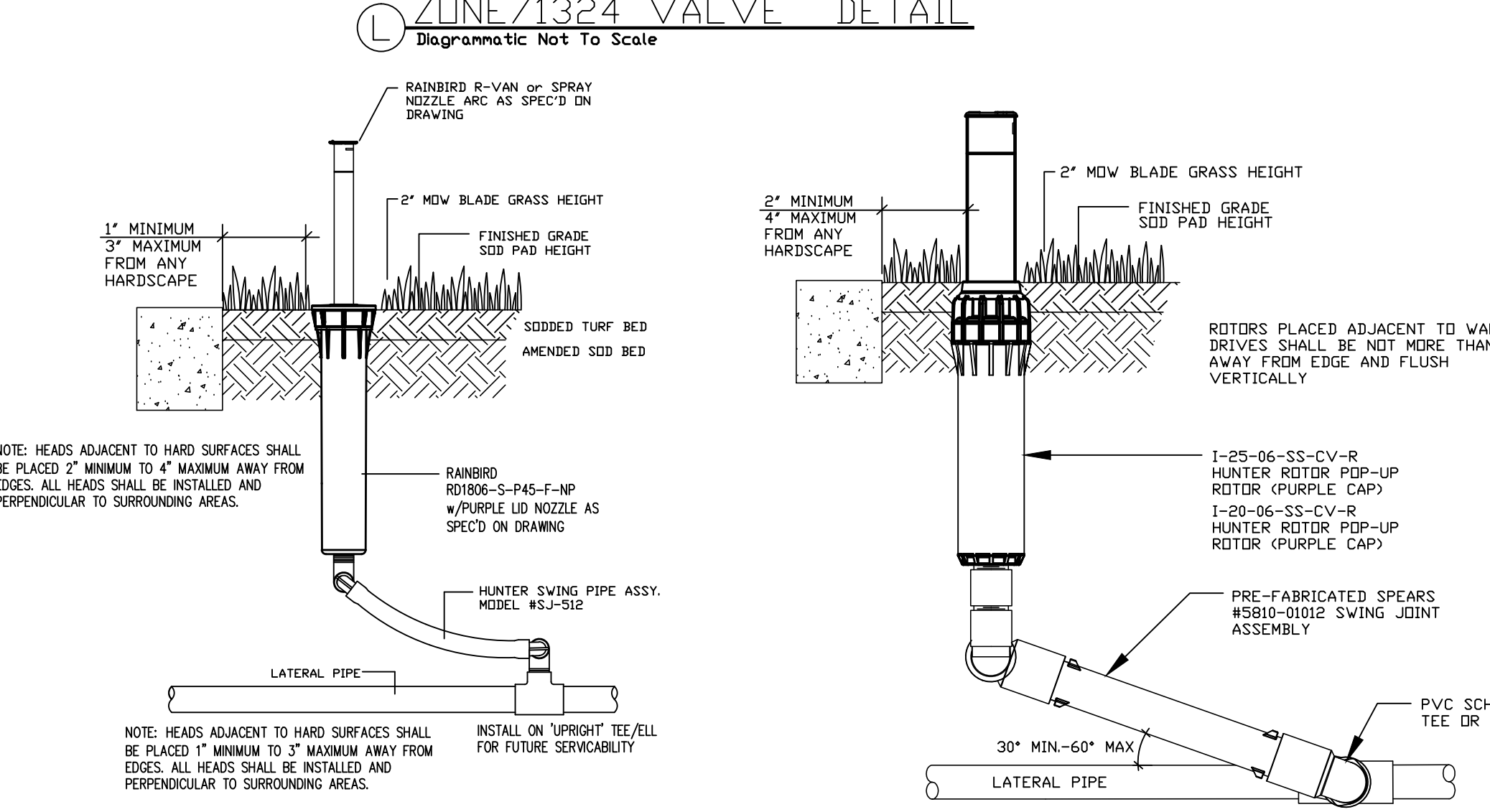
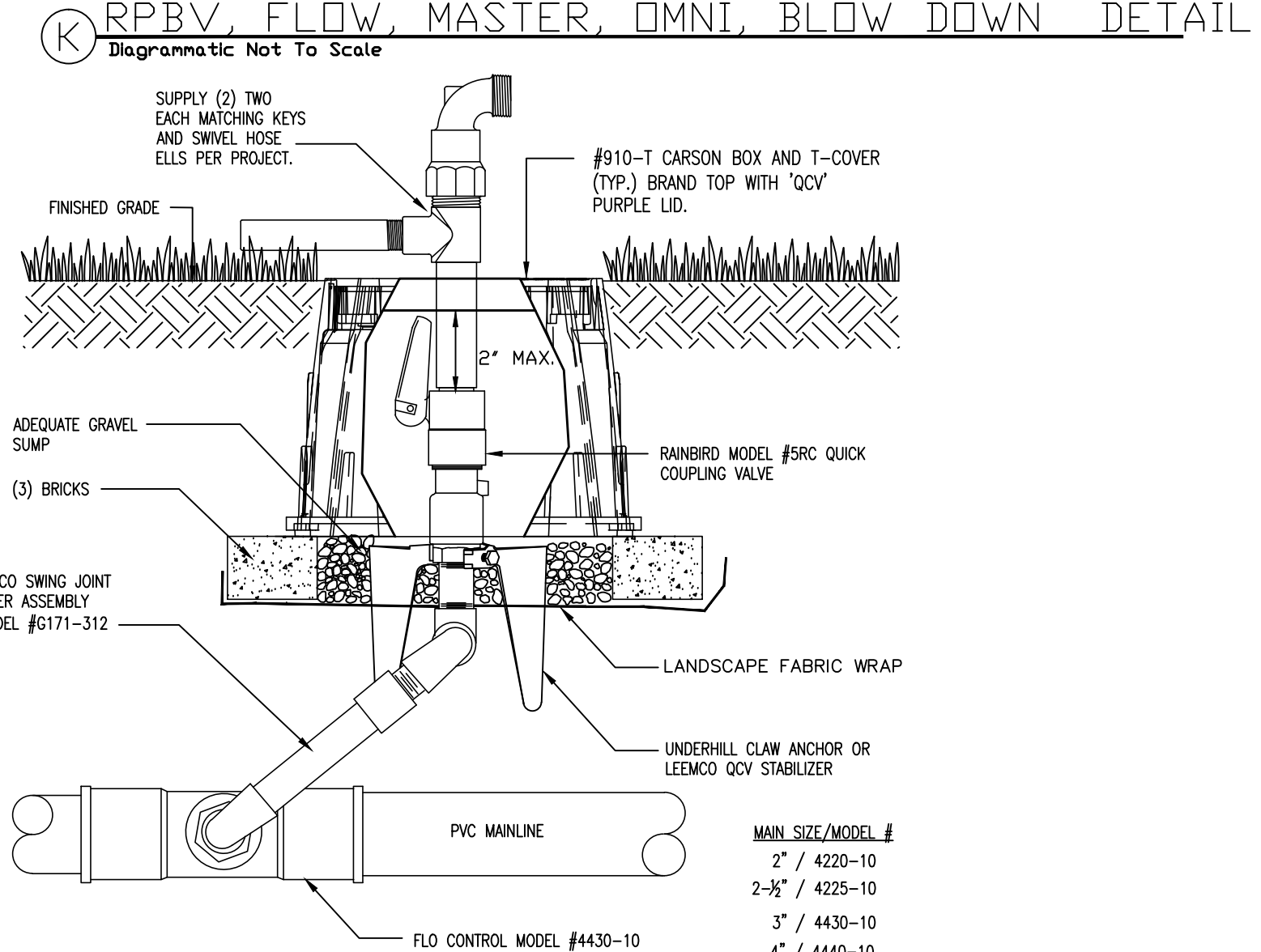
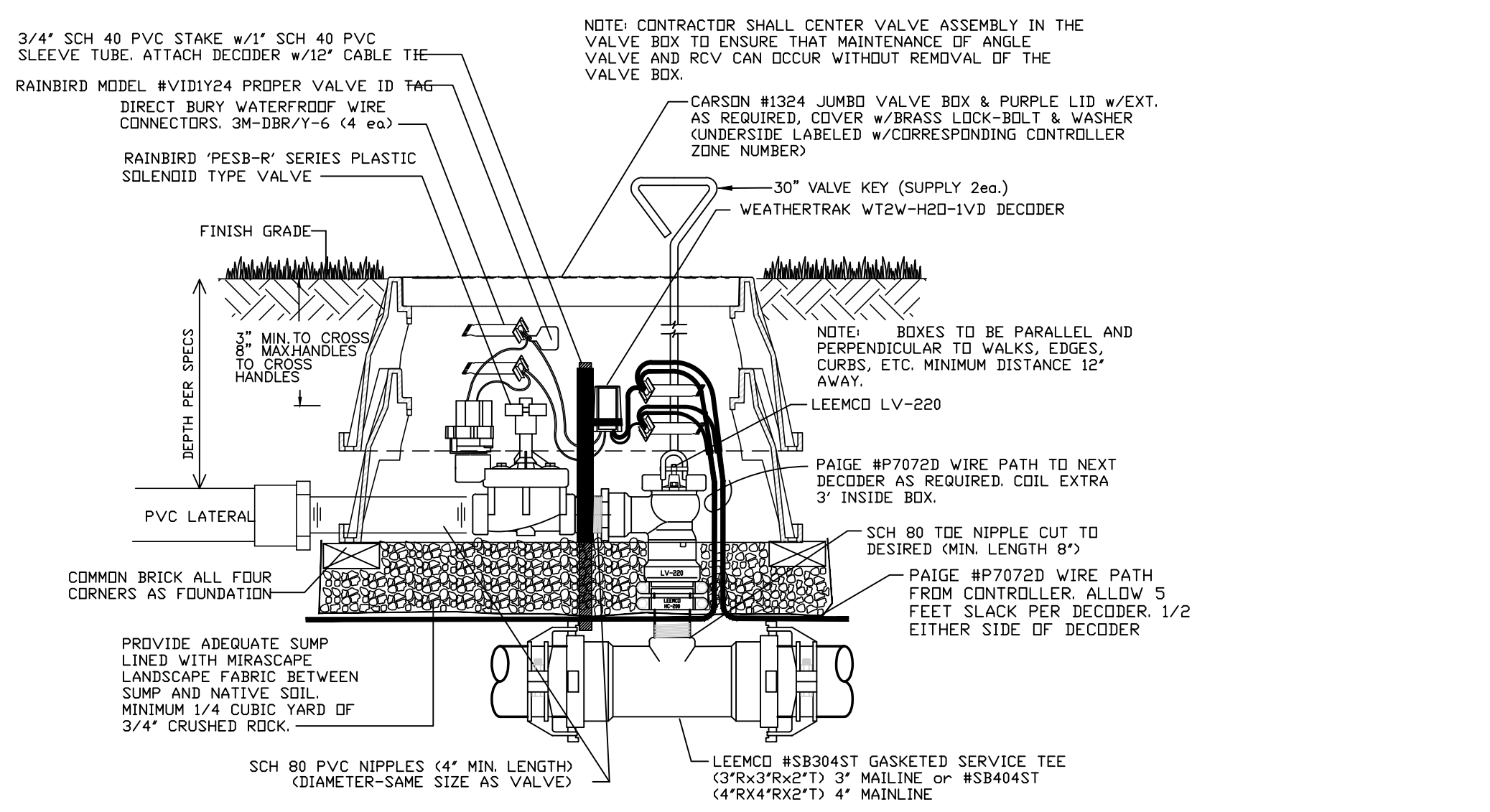
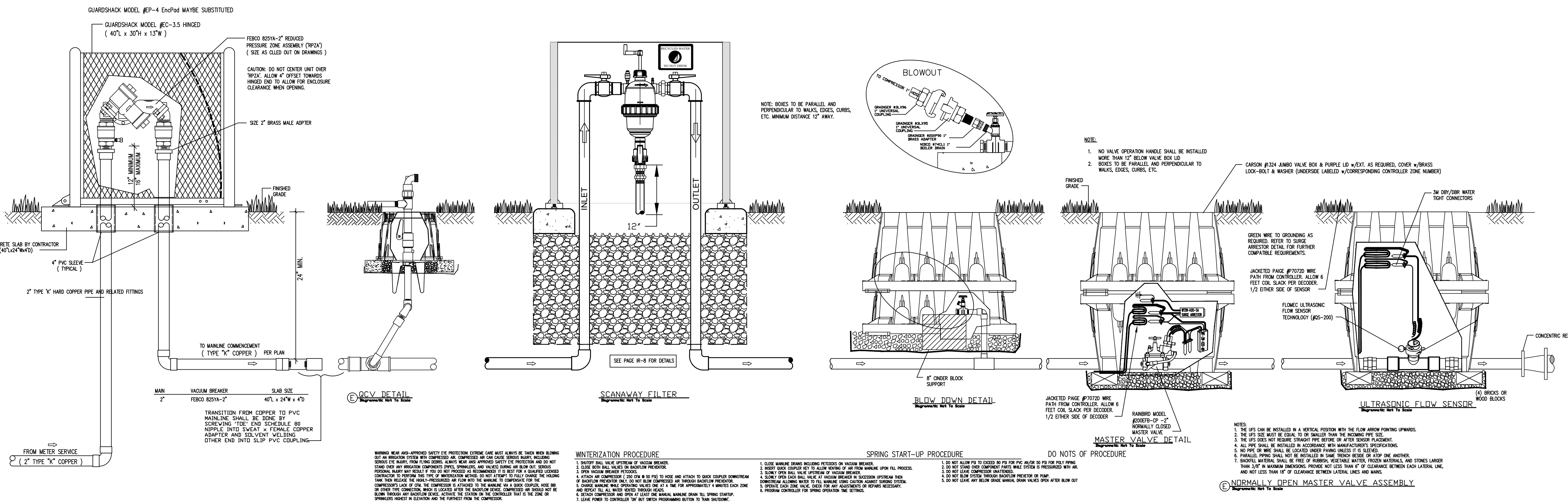
DESIGNED BY: JRH
 DRAWN BY: JRH
 DATE: October 3, 2023
 SCALE: AS NOTED
 REVISIONS:

CITY OF COLORADO SPRINGS
 PARKS, RECREATION AND CULTURAL SERVICES
 1401 RECREATION WAY, COLORADO SPRING CO 80905 (719) 385-5940

SMVP PICKLEBALL COURT
 IRRIGATION PLAN
 190 W CACHE LA Poudre

TITLE:
 SHEET IR-6 6
 OF 8 SHEETS

FILE NUMBER:



MP ROTATOR w/
 PRS-06-PRS40 HEAD DETAIL
 Diagrammatic Not To Scale

ROTOR POP-UP
 w/ PRE-FAB SWING JOINT
 Diagrammatic Not To Scale

TAP SCHEMATIC PLAN VIEW
 SCALE 1" = 1' - 0"

Know what's below.
 Call before you dig.
 811
 Determine lo que esta bajo tierra.
 Llama antes de excavar.

Reuse of Document
 This document is the property of HCl, LLC.
 The ideas and design incorporated on this document and specifications are instruments of professional service and shall not be used for any other project without written authorization of HCl, LLC.
 © 2023 HCl, LLC. All rights reserved.

IRRIGATION DESIGN BY:
 James Hackworth
 C.I.D. #000062

hcl
 HACKWORTH CONSULTING, LLC
 17550 SAMMILL ROAD
 (719) 599-3598 Ph
 (719) 287-4241 Cell
 Colorado Springs, CO 80908

PAPER SIZE: ARCHY FULL BLEED 36" x 48" (36.00 x 48.00 INCHES)
 PLOTTER: HP DesignJet T1100E (36" x 48" INCHES)
 PRINTED: 10/3/2023 10:00 AM

BASE DATA DERIVED FROM IRRIGATION DESIGN BY JAMES HACKWORTH CONSULTING, LLC. COPYRIGHTED TO THE CITY OF COLORADO SPRINGS ON BEHALF OF COLORADO SPRINGS UTILITIES.

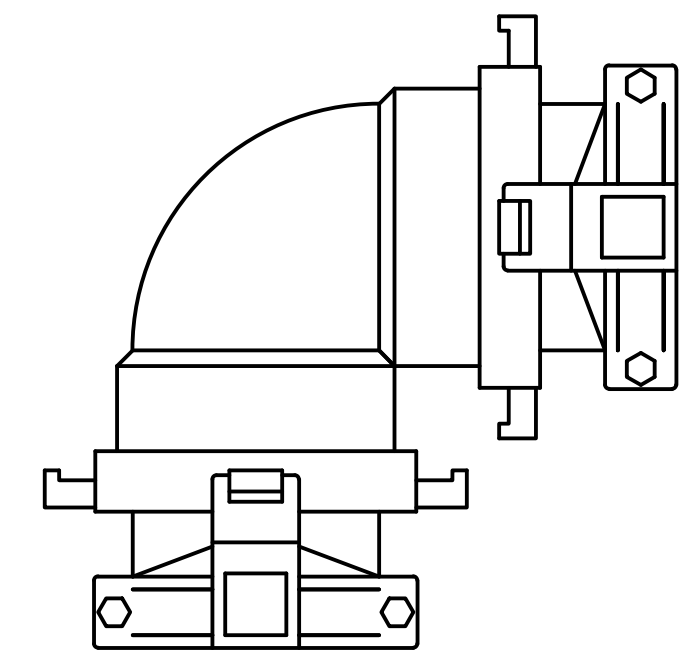
DESIGNED BY: JRH
 DRAWN BY: JRH
 DATE: October 3, 2023
 SCALE: AS NOTED
 REVISIONS:

CITY OF COLORADO SPRINGS
 PARKS, RECREATION AND CULTURAL SERVICES
 1401 RECREATION WAY, COLORADO SPRING, CO 80905 (719) 585-5940

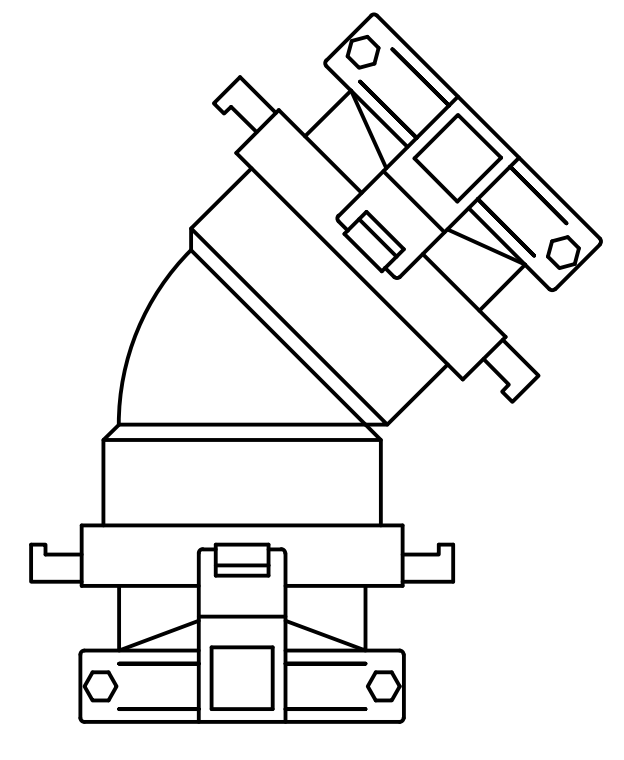
TITLE:
**SMVP PICKLEBALL COURT
 IRRIGATION PLAN
 190 W CACHE LA POWDRE**

SHEET
IR-7
 OF **8** SHEETS

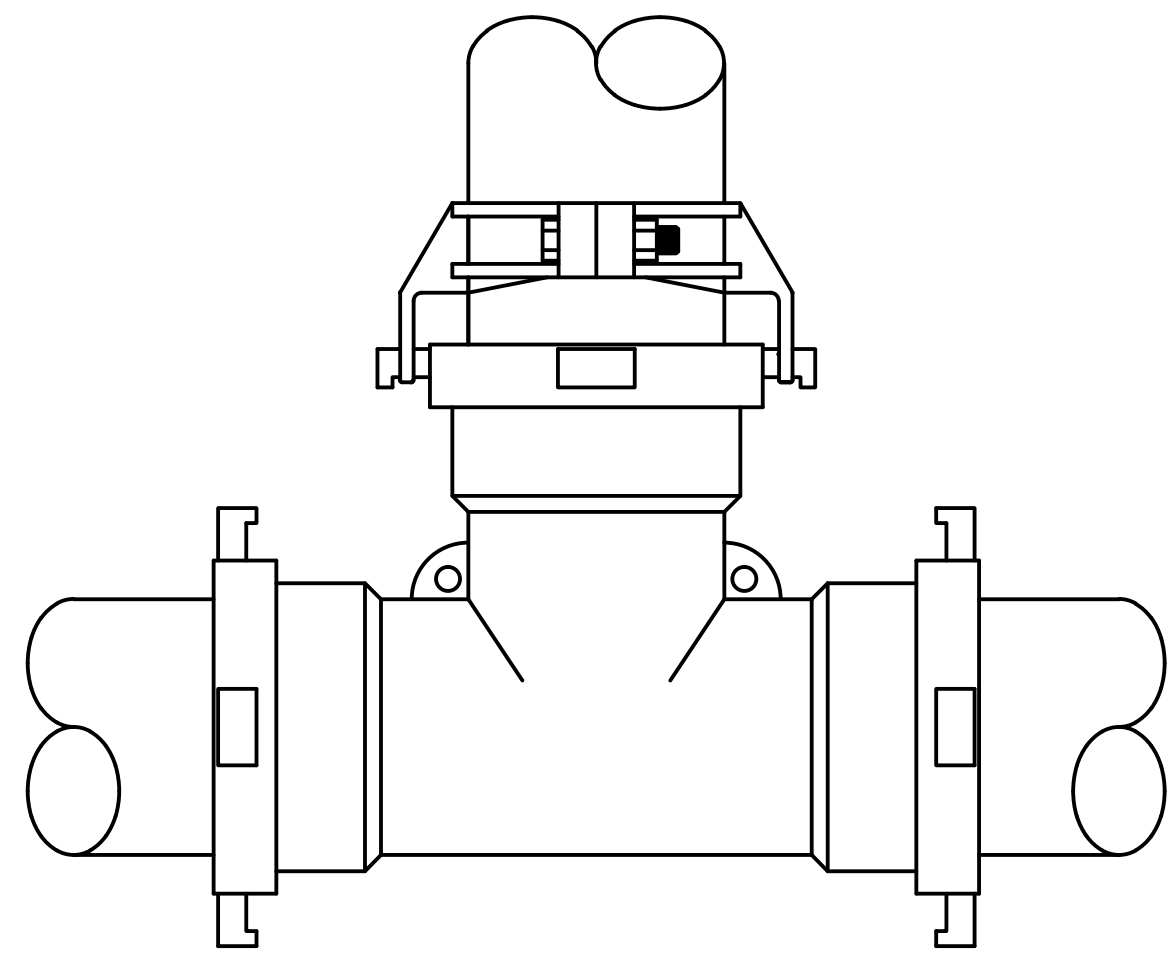
FILE NUMBER:



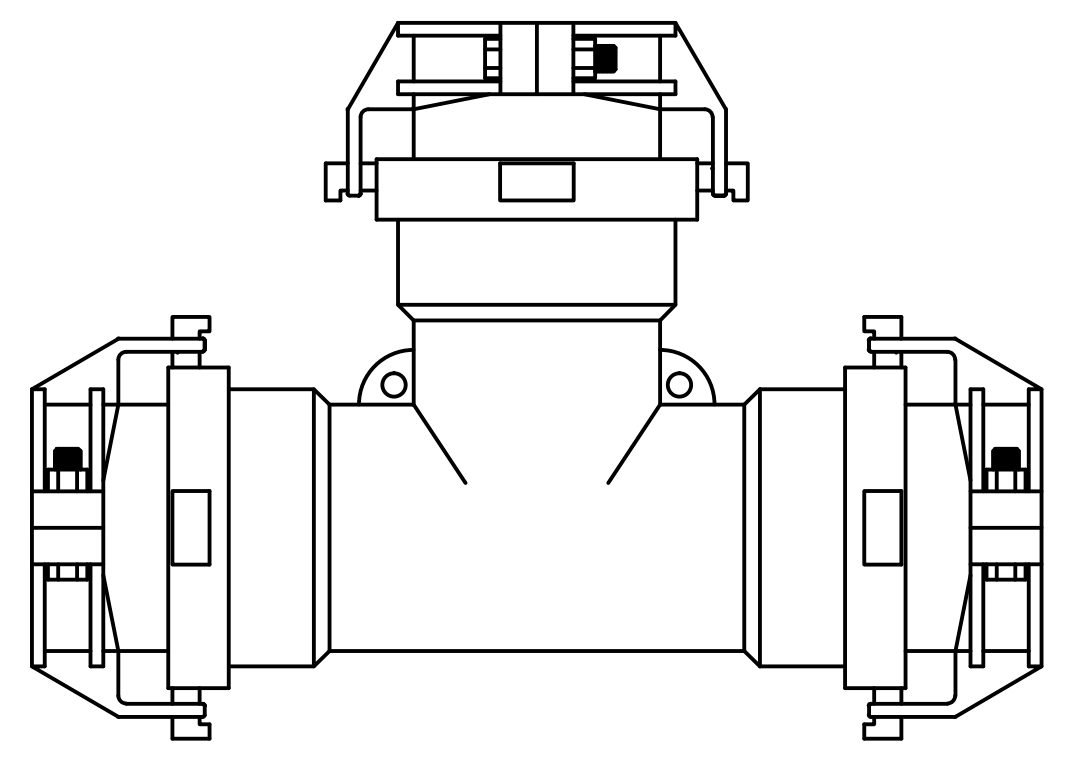
LB-SERIES
90 ELL



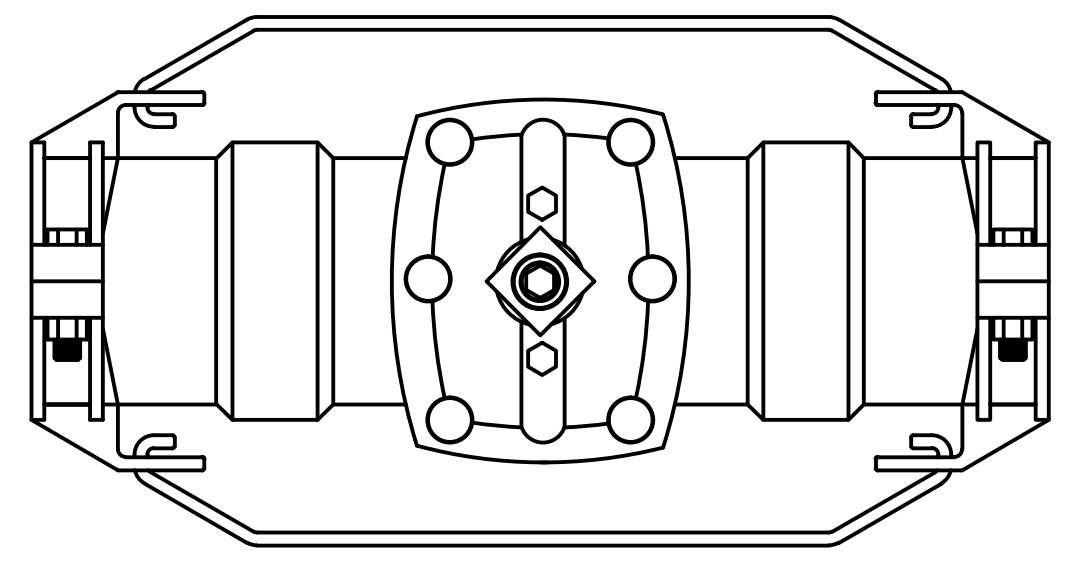
LB-SERIES
45 ELL



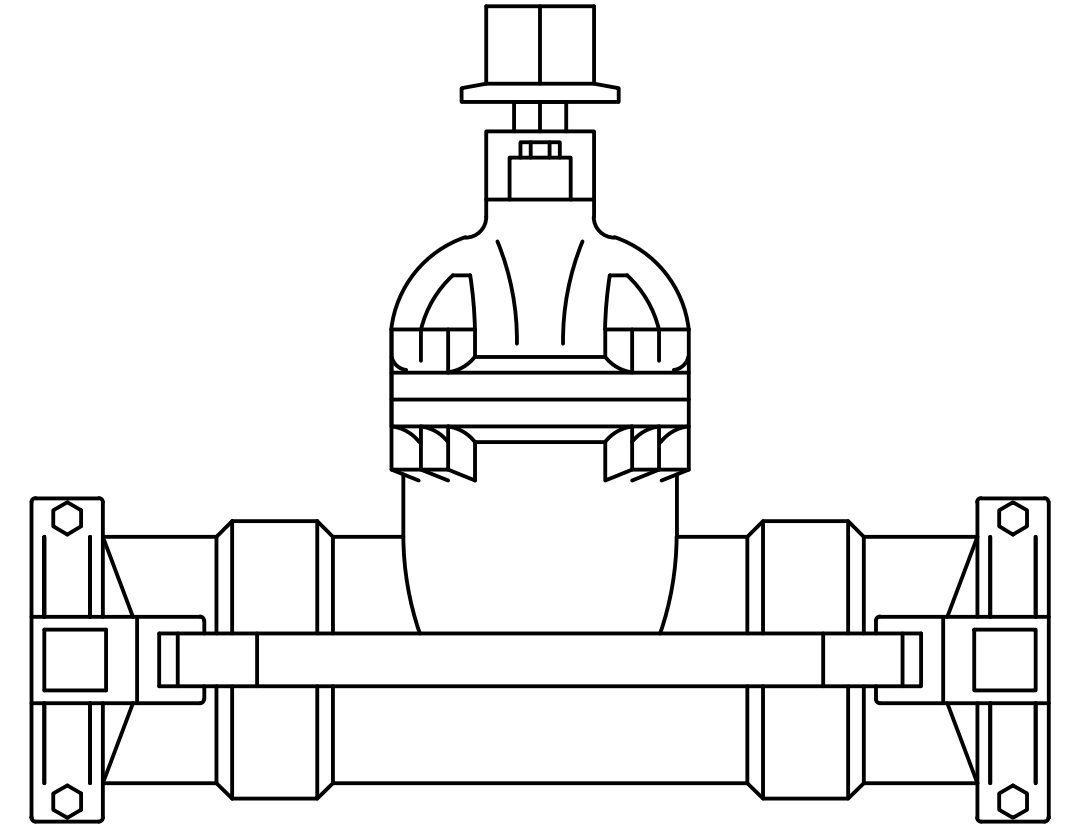
LH-SERIES
TEE (NO RUN RESTRAINTS)



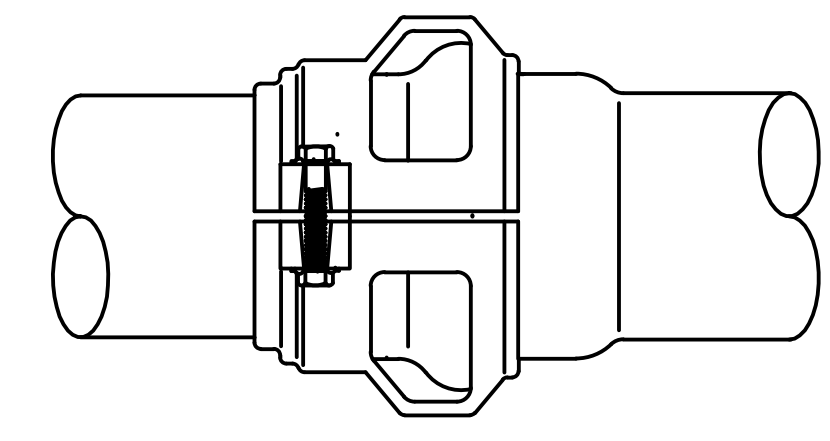
LH-SERIES
w/ RUN RESTRAINTS



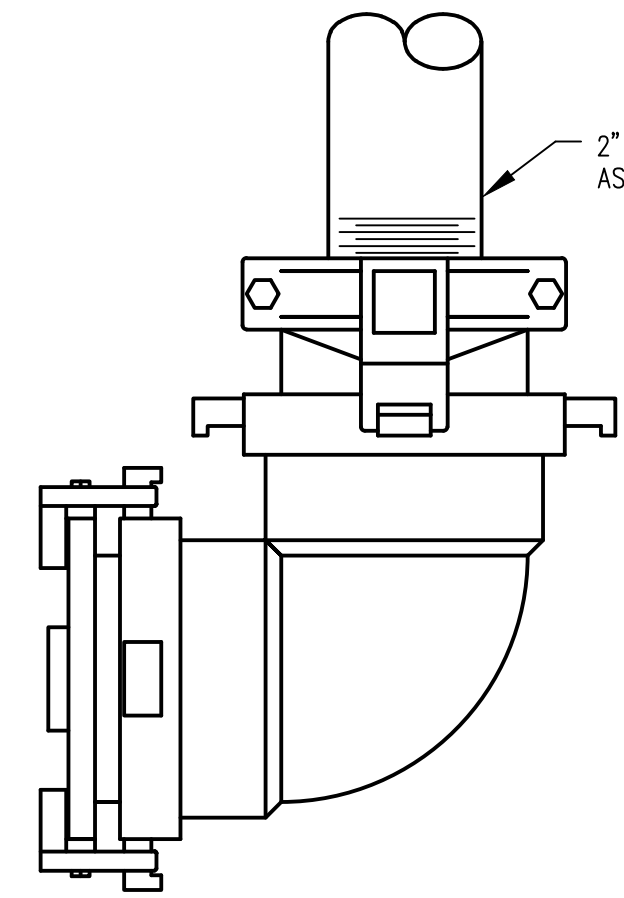
LG-Series
RING GATE
top view



LG-Series
side view

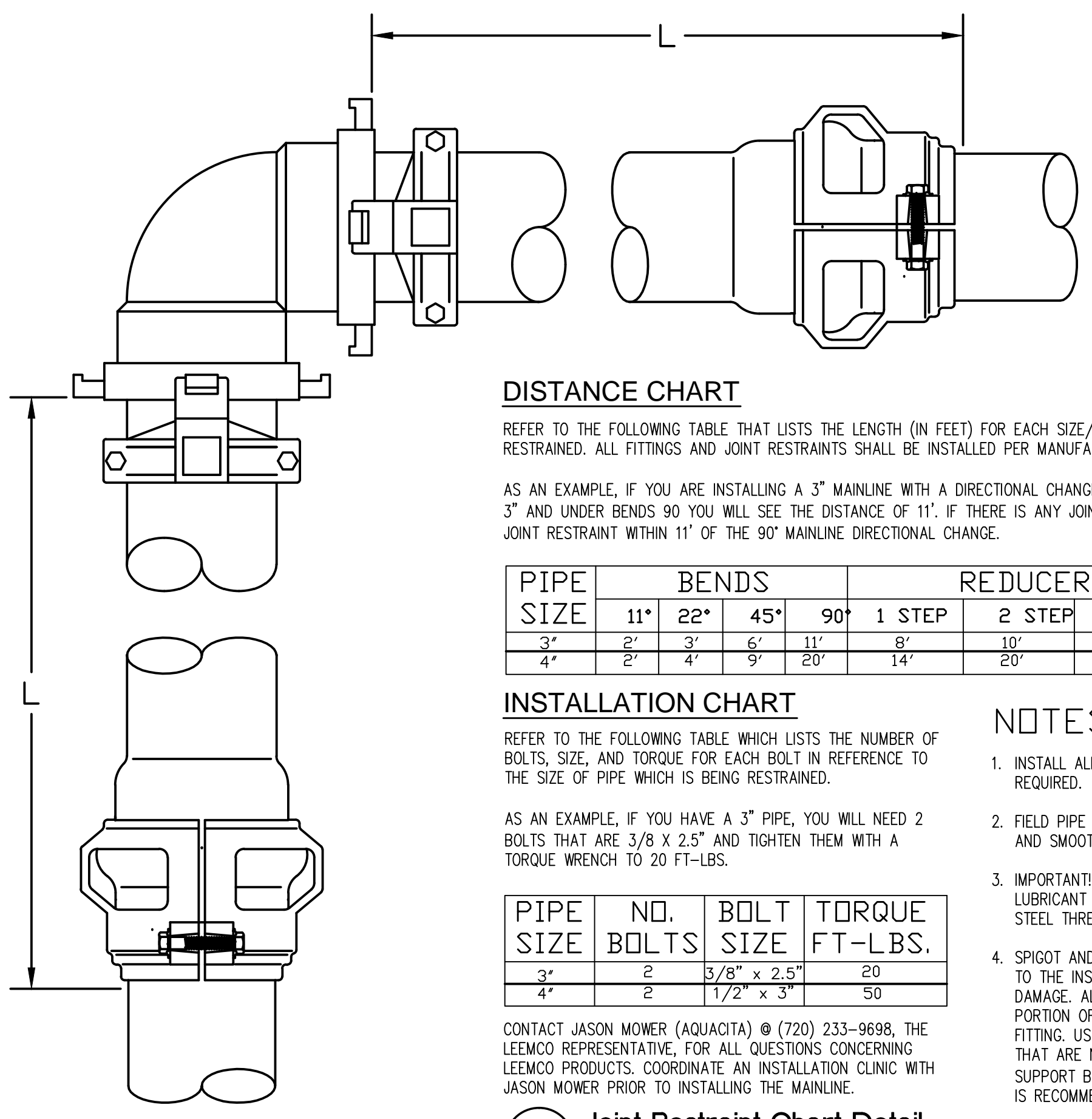


LPP-SERIES
BELL RING



LB-SERIES ELL w/ Tapped Plug
REDUCER MODEL #SB-304TP
3"x2" NPT TERMINAL REDUCTION

2" SCH 80 NIPPLE UP TO VALVE
ASSEMBLY LENGTH AS REQUIRED



DISTANCE CHART

REFER TO THE FOLLOWING TABLE THAT LISTS THE LENGTH (IN FEET) FOR EACH SIZE/TYPE FITTING WITHIN WHICH ALL JOINTS JUST BE RESTRAINED. ALL FITTINGS AND JOINT RESTRAINTS SHALL BE INSTALLED PER MANUFACTURERS RECOMMENDATIONS & SPECIFICATIONS.

AS AN EXAMPLE, IF YOU ARE INSTALLING A 3" MAINLINE WITH A DIRECTIONAL CHANGE OF 90°, REFER TO CHART UNDER PIPE SIZE TO 3" AND UNDER BENDS 90° YOU WILL SEE THE DISTANCE OF 11". IF THERE IS ANY JOINT (VALVE, BELL, ETC.) YOU MUST INSTALL A JOINT RESTRAINT WITHIN 11" OF THE 90° MAINLINE DIRECTIONAL CHANGE.

PIPE SIZE	BENDS				REDUCERS			DEAD END	
	11°	22°	45°	90°	1 STEP	2 STEP	3 STEP	BLIND	SERV. B.
3"	2"	3"	6"	11"	8"	10"	-	15"	30"
4"	2"	4"	9"	20"	14"	20"	31"	25"	45"

INSTALLATION CHART

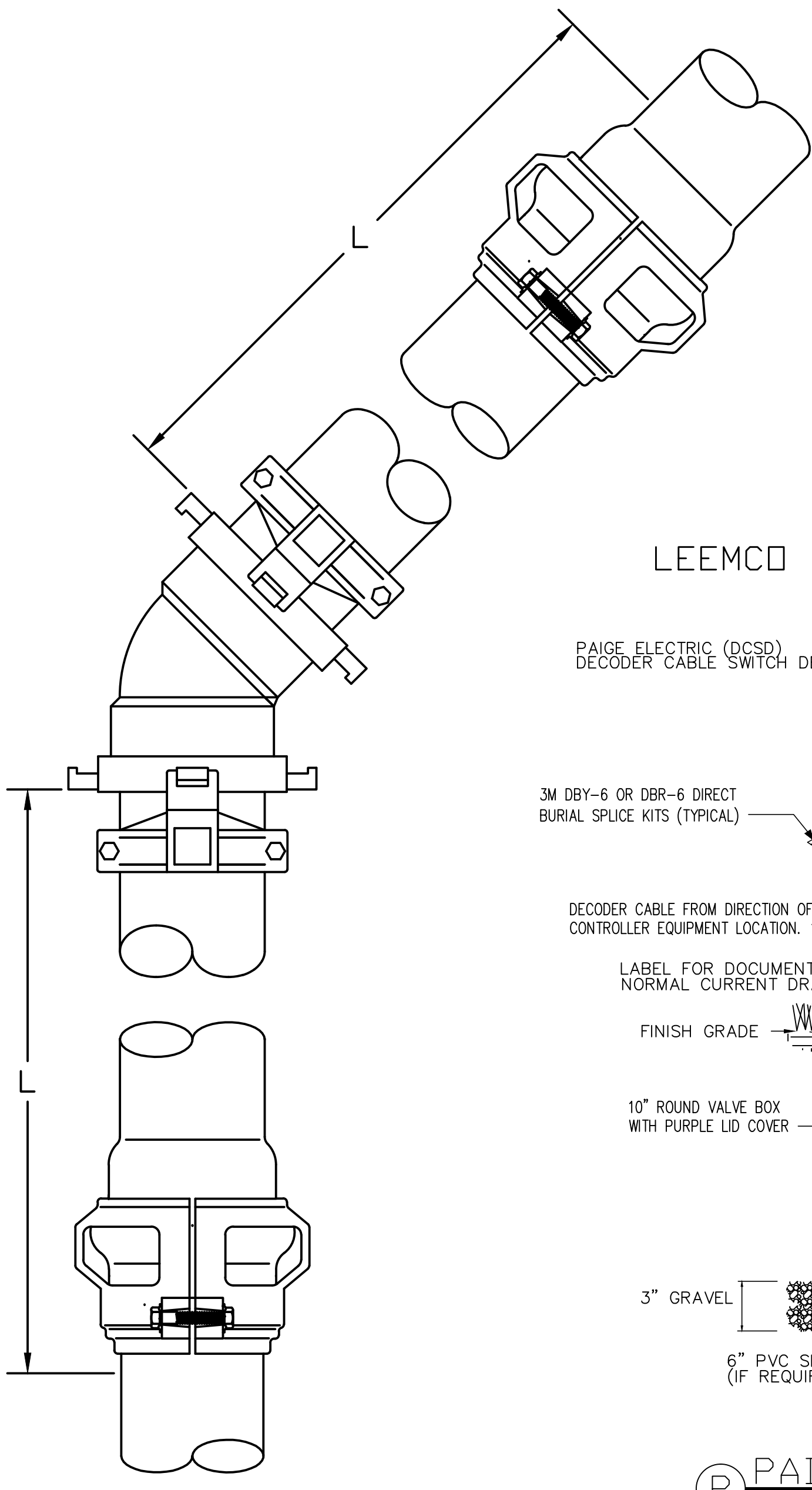
REFER TO THE FOLLOWING TABLE WHICH LISTS THE NUMBER OF BOLTS, SIZE, AND TORQUE FOR EACH BOLT IN REFERENCE TO THE SIZE OF PIPE WHICH IS BEING RESTRAINED.

AS AN EXAMPLE, IF YOU HAVE A 3" PIPE, YOU WILL NEED 2 BOLTS THAT ARE 3/8" X 2.5" AND TIGHTEN THEM WITH A TORQUE WRENCH TO 20 FT-LBS.

PIPE SIZE	NO. BOLTS	BOLT SIZE	TORQUE FT-LBS.
3"	2	3/8" x 2.5"	20
4"	2	1/2" x 3"	50

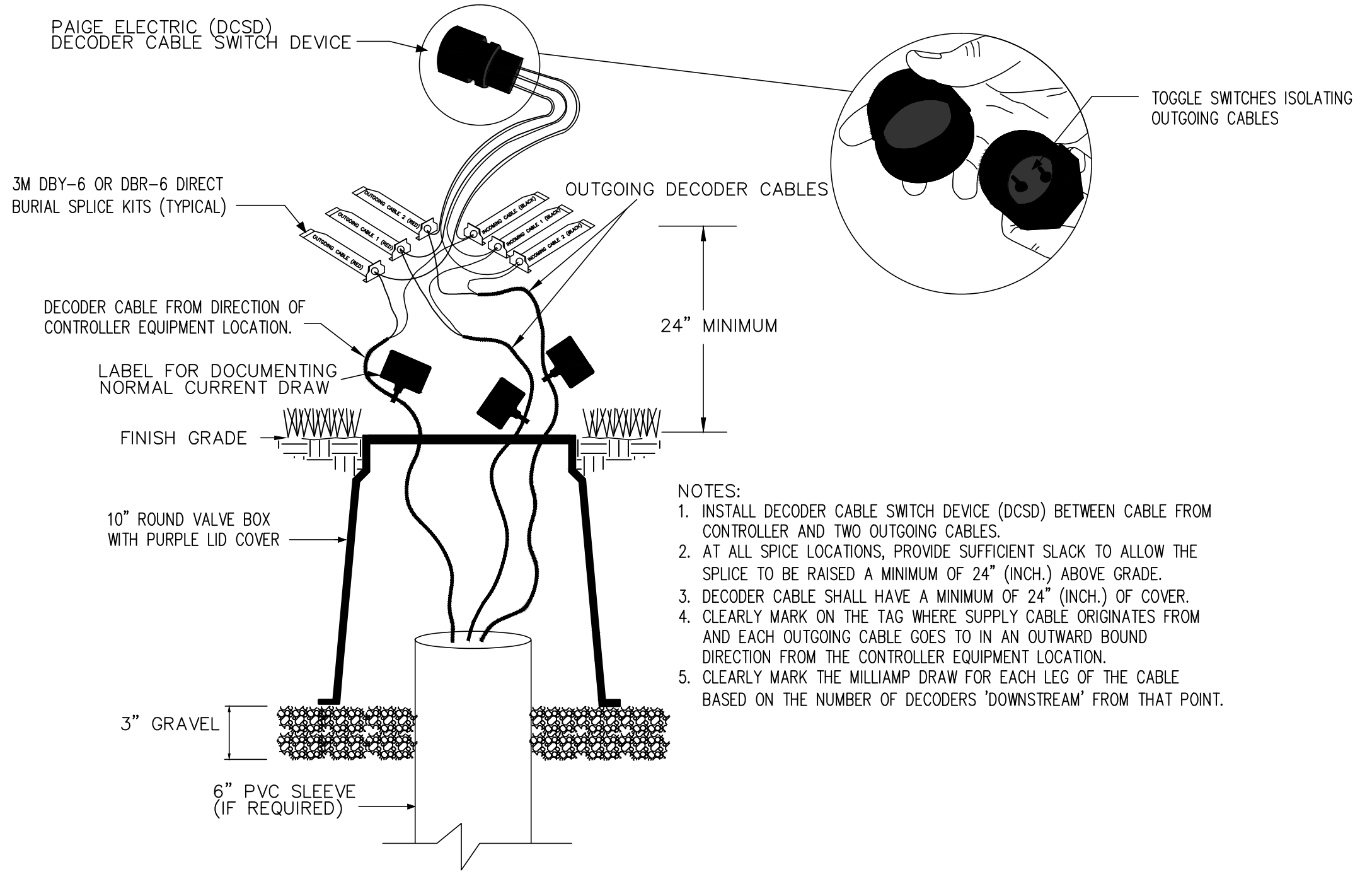
CONTACT JASON MOWER (AQUACITA) @ (720) 233-9698, THE LEEMCO REPRESENTATIVE, FOR ALL QUESTIONS CONCERNING LEEMCO PRODUCTS. COORDINATE AN INSTALLATION CLINIC WITH JASON MOWER PRIOR TO INSTALLING THE MAINLINE.

1 Joint Restraint Chart Detail
 NTS



IN THE EVENT THAT THE MATERIAL FROM THE EXCAVATION OR TRENCHING IS FOUND TO BE UNSUITABLE FOR USE IN BACKFILL, IT SHALL BE REMOVED FROM THE SITE AND PROPERLY DISPOSED OF BY THE CONTRACTOR AND AT THE CONTRACTOR'S EXPENSE.

LEEMCO 'PVC' CATEGORY 'B' IPS JOINT RESTRAINTS



PAIGE ELECTRIC (DCSD) DECODER CABLE SWITCH DEVICE

3M DBY-6 OR DBR-6 DIRECT BURIAL SPLICE KITS (TYPICAL)

OUTGOING DECODER CABLES

TOGGLE SWITCHES ISOLATING OUTGOING CABLES

DECODER CABLE FROM DIRECTION OF CONTROLLER EQUIPMENT LOCATION.

LABEL FOR DOCUMENTING NORMAL CURRENT DRAW

FINISH GRADE

10" ROUND VALVE BOX WITH PURPLE LID COVER

24" MINIMUM

3" GRAVEL

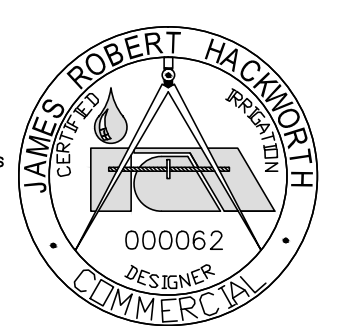
6" PVC SLEEVE (IF REQUIRED)

NOTES:
 1. INSTALL DECODER CABLE SWITCH DEVICE (DCSD) BETWEEN CABLE FROM CONTROLLER AND TWO OUTGOING CABLES.
 2. AT ALL SPLICE LOCATIONS, PROVIDE SUFFICIENT SLACK TO ALLOW THE SPLICE TO BE RAISED A MINIMUM OF 24" (INCH.) ABOVE GRADE.
 3. DECODER CABLE SHALL HAVE A MINIMUM OF 24" (INCH.) OF COVER.
 4. CLEARLY MARK ON THE TAG WHERE SUPPLY CABLE ORIGINATES FROM AND EACH OUTGOING CABLE GOES TO IN AN OUTWARD BOUND DIRECTION FROM THE CONTROLLER EQUIPMENT LOCATION.
 5. CLEARLY MARK THE MILLIAMP DRAW FOR EACH LEG OF THE CABLE BASED ON THE NUMBER OF DECODERS 'DOWNSTREAM' FROM THAT POINT.

PAIGE ELECTRIC (DCSD) INSTALLATION DETAIL
 Diagrammatic Not To Scale

Know what's below.
Call before you dig.
 811
 CALL BEFORE YOU DIG...
 Determine lo que esta bajo tierra.
 Llámalo antes de excavar.

Reuse of Document
 This document is the property of HCl, LLC.
 The ideas and design incorporated on this document and specifications are instruments of professional service and shall not be used for any other project without written authorization of HCl, LLC.
 © 2023 HCl, LLC. All rights reserved.



HACKWORTH CONSULTING, LLC
 IRRIGATION DESIGN BY:
 James Hackworth
 C.I.D. #000062
 hcjm@comcast.net
 17850 SAMMILL ROAD
 (719) 599-3998 Ph
 (719) 287-4241 Cell
 Colorado Springs, CO 80908

PAPER SIZE: ARCHY FULL BLEED 36" X 48" (914 X 1219) INCHES
 DIMENSIONS: 36" X 48" (914 X 1219) INCHES
 PRINTED AND MANUFACTURED BY: JAMES HACKWORTH CONSULTING, LLC. 10/3/23 14:17:40

BASE DATA DIRECTED HEREON
 COPYRIGHTED TO THE CITY OF
 COLORADO SPRINGS ON
 BEHALF OF COLORADO
 SPRINGS UTILITIES.

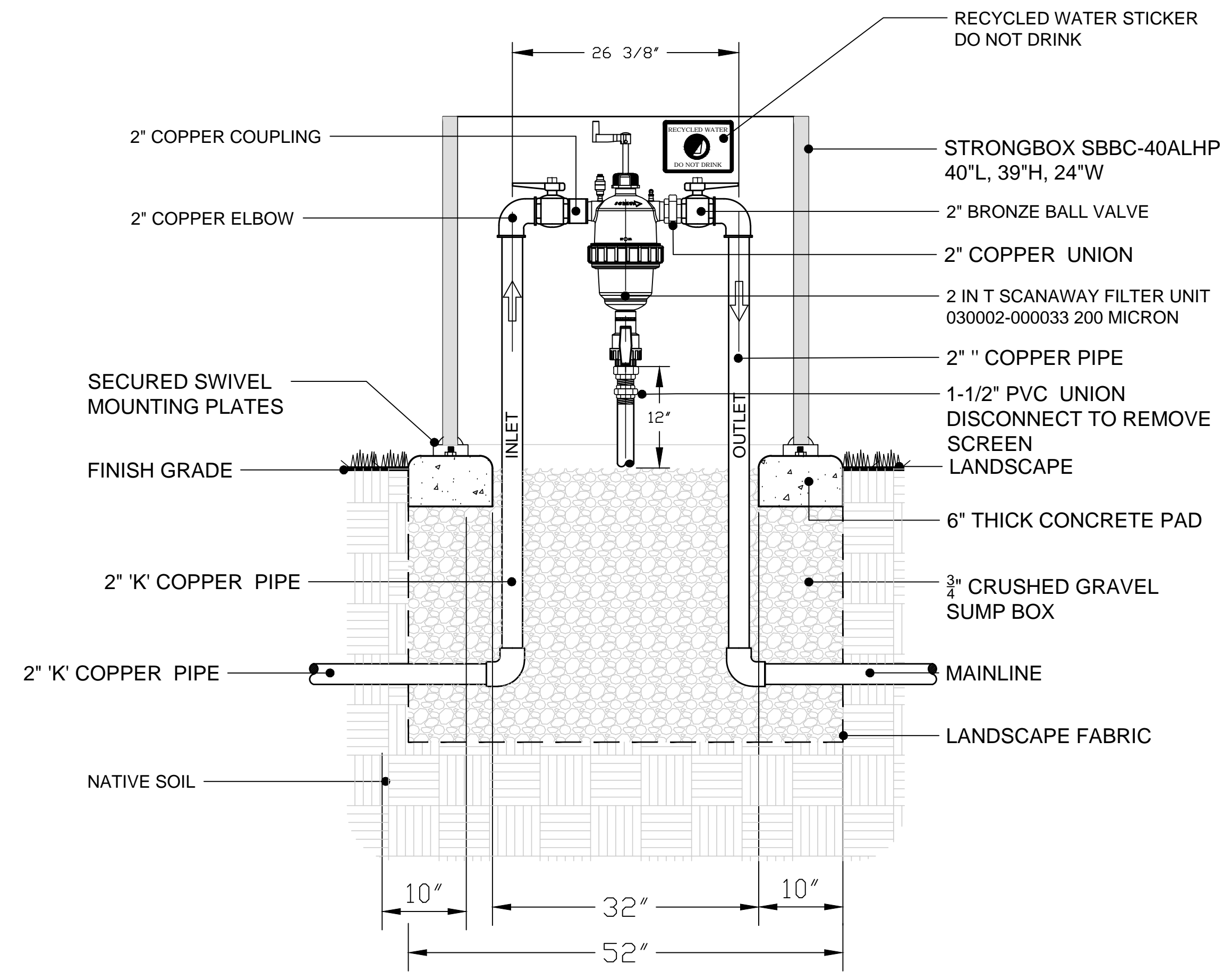
DESIGNED BY: JRH
 DRAWN BY: JRH
 DATE: October 3, 2023
 SCALE: AS NOTED
 REVISIONS:

CITY OF COLORADO SPRINGS
 PARKS, RECREATION AND CULTURAL SERVICES
 1401 RECREATION WAY, COLORADO SPRING CO 80905 (719) 585-5940

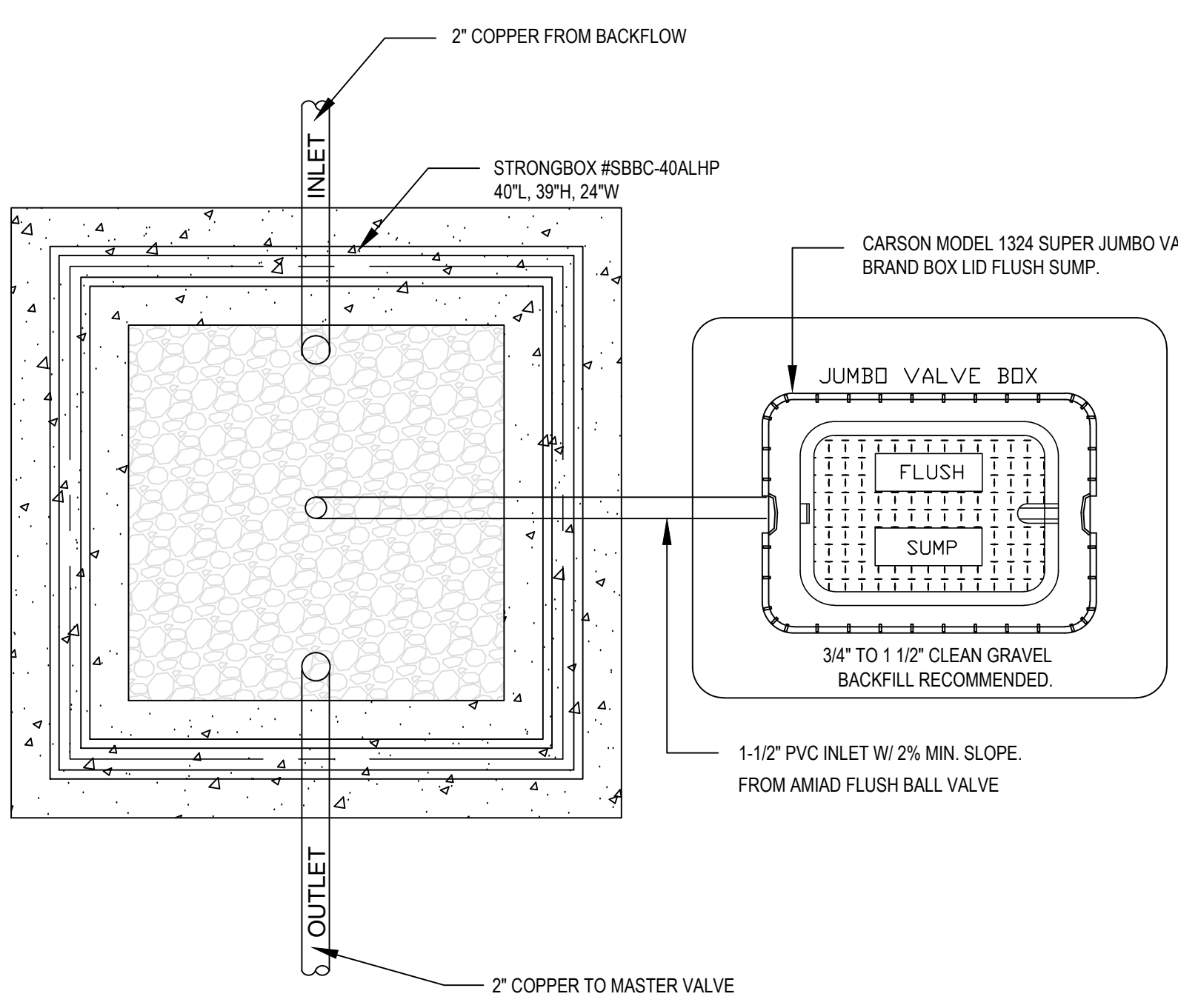
TITLE:
 SMVP PICKLEBALL COURT
 IRRIGATION PLAN
 190 W CACHE LA Poudre

SHEET
 IR-8 8
 OF 8 SHEETS

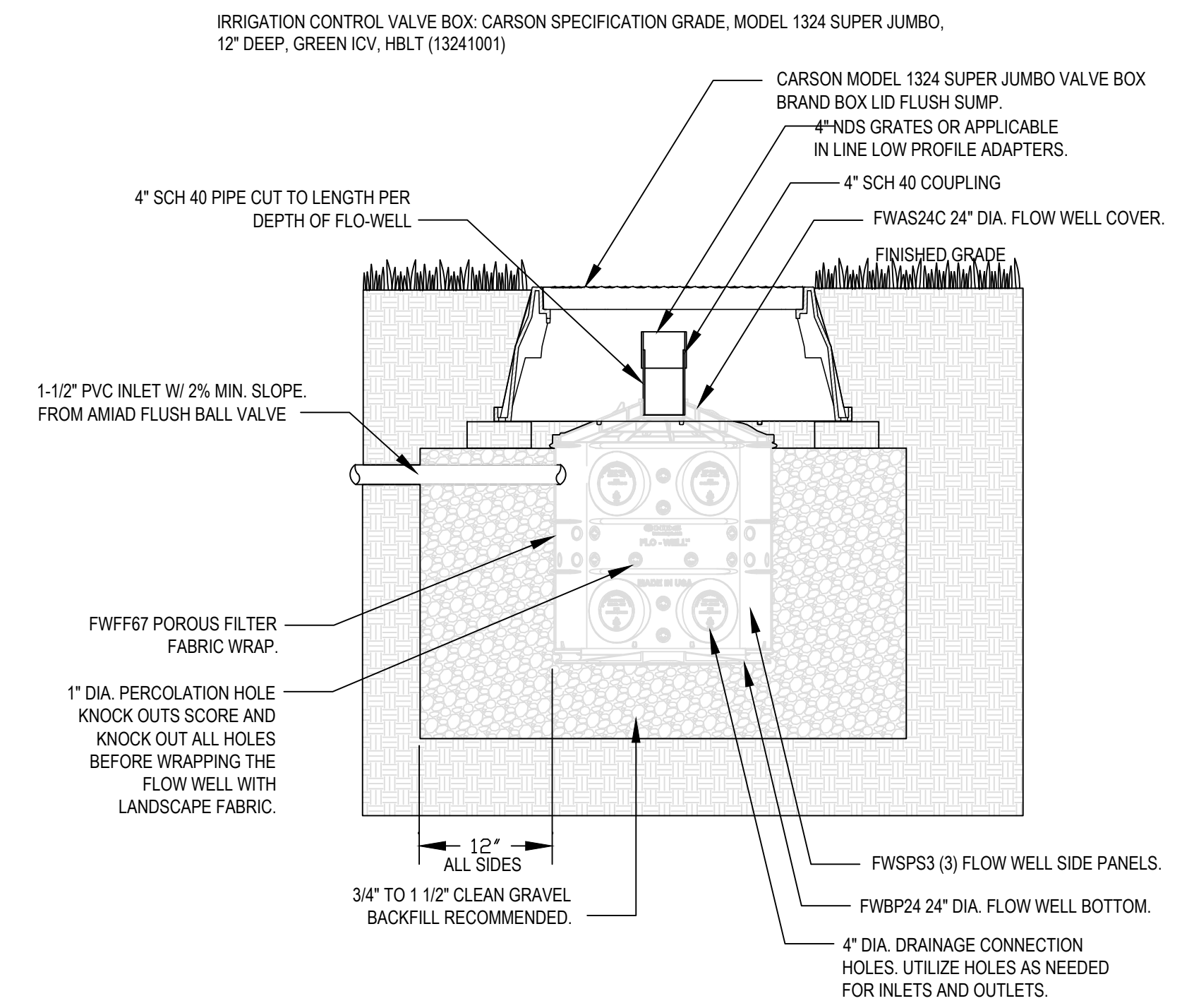
FILE NUMBER:



SCANAWAY FILTER UNIT DETAIL
 SCALE 1"=1'-0"



TOP VIEW
 SCALE 1"=1'-0"

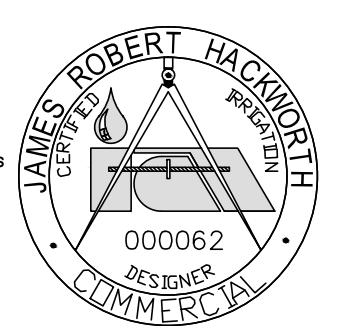


SIDE VIEW
 SCALE 1"=1'-0"

PAPER SIZE: ARCHY FULL BLEED: 9.25x14.375 INCHES. PAPER USED: 9.25x14.375 INCHES. PRINTED: 10/10/2023 10:10:10 AM. PROJECT: SMVP PICKLEBALL COURT. SHEET: IR-8 OF 8. DATE: 10/3/2023. DRAWN BY: JRH. CHECKED BY: JRH. SCALE: AS NOTED.

Know what's below.
 Call before you dig.
 CALL BEFORE YOU DIG...
 811
 Determine lo que esta bajo tierra.
 Llama antes de excavar.

Reuse of Document
 This document is the property of HCl, LLC.
 The ideas and design incorporated on this document and specifications are instruments of professional service and shall not be used for any other project without written authorization of HCl, LLC.
 © 2023 HCl, LLC.
 All rights reserved.



IRRIGATION DESIGN BY:
 James Hackworth
 C.I.D. #000062
 hjm@comcast.net
 17550 SAMMILL ROAD
 (719) 599-3998 Ph
 (719) 287-4241 Cell
 Colorado Springs, CO 80908



SCHEDULE H – MEASUREMENT AND PAYMENT

PAYMENT FOR LUMP SUM ITEMS

Measurement shall be for work and materials actually completed. Partial payment for Bid Items may be submitted to the Project Manager. Request shall specify work completed to date, work completed since last payment request, and estimated work remaining to complete installation. Payment requests will be reviewed by the City Project Manager for approval. A minimum of 5% of the total contract price shall be retained until Final Acceptance.

100-10 MOBILIZATION

A. Measurement

Mobilization is a lump sum pay item, and shall not be measured, except to verify the work has been completed and accepted by the City Project Manager as complying with the plans and specifications.

B. Payment

Payment shall be made at the applicable contract unit price for Bid Item and shall include full compensation for all labor, equipment, tools, and materials necessary to complete the work. Payment for Bid Item shall include but is not limited to **bonding, permitting, material and equipment delivery, material and equipment storage, staging of work area, and all other costs incurred which must be performed prior to beginning the other items under this contract.**

200-20 DEMOLITION

A. Measurement

Demolition is a lump sum pay item, and shall not be measured, except to verify the work has been completed and accepted by the City Project Manager as complying with the plans and specifications.

B. Payment

Payment shall be made at the applicable contract lump sum price for Bid Item and shall include full compensation for all labor, equipment, tools, materials, and warranty necessary to complete the work. The lump sum bid price shall include but may not be limited to furnishing and installing equipment and materials **including topsoil to fill in abandoned valve boxes.**



300-30 WATER SERVICE

A. Measurement

The water service is a lump sum pay item, and shall not be measured, except to verify it has been furnished, installed, and accepted by the City Project Manager as complying with the plans and specifications.

The water service shall be installed in accordance with Colorado Springs *Utilities Water Line Extension and Service Standards* and Pikes Peak Regional Building Department plumbing codes.

B. Payment

Payment shall be made at the applicable contract lump sum price for Bid Item and shall include full compensation for all labor, equipment, tools, materials, and warranty necessary to complete the work. The lump sum bid price shall include, but may not be limited to, **excavation, bedding, backfill, scheduling inspections, marking tracer wire, hydrotesting, off-site disposal of construction debris, type K copper service line, meter vault, ball valves, pressure reducing valve, reduced pressure back flow assembly, concrete pad, water meter (by Colorado Springs Utilities), manual drain and all other items necessary to complete the work as shown on the drawings and in accordance with the specifications. Development fees will be paid for by the City of Colorado Springs and the back flow enclosure will be provided for installation.**

400-40 FILTRATION SYSTEM

A. Measurement

The filtration system is a lump sum pay item, and shall not be measured, except to verify it has been furnished, installed, and accepted by the City Project Manager as complying with the plans and specifications.

The filtration system shall be installed in accordance with Colorado Springs *Utilities Water Line Extension and Service Standards* and Pikes Peak Regional Building Department plumbing codes.

B. Payment

Payment shall be made at the applicable contract lump sum price for Bid Item and shall include full compensation for all labor, equipment, tools, materials, and warranty necessary to complete the work. The lump sum bid price shall include but may not be limited to furnishing and installing equipment and materials including **concrete pad and sleeving, gravel sump, inlet and outlet valves, filter assembly and filter enclosure, super jumbo valve box, PVC pipe, Flo-well assembly and all other items**



necessary to complete the work as shown on the drawings and in accordance with the specifications.

500-50 MASTER VALVE AND FLOW SENSOR ASSEMBLY

A. Measurement

The master valve and flow sensor assembly are a lump sum pay item, and shall not be measured, except to verify it has been furnished, installed, and accepted by the City Project Manager as complying with the plans and specifications.

The master valve and flow sensor assembly shall be installed in accordance with Section 02810 of the City of Colorado Springs Standard Specifications and 2021 CSCR Standard Details.

B. Payment

Payment shall be made at the applicable contract lump sum price for Bid Item and shall include full compensation for all labor, equipment, tools, materials, and warranty necessary to complete the work. The lump sum bid price shall include but may not be limited to furnishing and installing equipment and materials including **PVC pipe, master valve, flow sensor, gate valve, quick couplers, blow down assembly, shielded flow cable, 14G wires, surge arrestors, DBY wire connectors, jumbo valve boxes and extensions, crushed gravel, and all other items necessary to complete the work as shown on the drawings and in accordance with the specifications.**

600-60 MAINLINE

A. Measurement

The mainline is a lump sum pay item, and shall not be measured, except to verify it has been furnished, installed, and accepted by the City Project Manager as complying with the plans and specifications.

The mainline shall be installed in accordance with Section 02810 of the City of Colorado Springs Standard Specifications and 2021 CSCR Standard Details.

B. Payment

Payment shall be made at the applicable contract lump sum price for Bid Item and shall include full compensation for all labor, equipment, tools, materials, and warranty necessary to complete the work. The lump sum bid price shall include but may not be limited to furnishing and installing equipment and materials **including PVC pipe, joint restraints, air relief valves, quick couplers, control wires including 14G spare wire, and all other items necessary to complete the work as shown on the drawings and in accordance with the specifications.**



700-70 ZONE VALVE ASSEMBLIES

A. Measurement

The zone valve assemblies are a lump sum pay item, and shall not be measured, except to verify they have been furnished, installed, and accepted by the City Project Manager as complying with the plans and specifications.

The zone valve assemblies shall be installed in accordance with Section 02810 of the City of Colorado Springs Standard Specifications and 2021 CSCR Standard Details.

B. Payment

Payment shall be made at the applicable contract lump sum price for Bid Item and shall include full compensation for all labor, equipment, tools, materials, and warranty necessary to complete the work. The lump sum bid price shall include but may not be limited to furnishing and installing equipment and materials **including service tees, toe nipples, angle valves, electric valves, decoders, surge arrestors, grounding rods, DBY wire connectors, Jumbo valve boxes with extensions, crushed gravel, and all other items necessary to complete the work as shown on the drawings and in accordance with the plans.**

800-80 LATERAL LINES, SPRINKLER HEADS AND DRIP

A. Measurement

The lateral lines, sprinkler heads and drip are a lump sum pay item, and shall not be measured, except to verify they has been furnished, installed, and accepted by the City Project Manager as complying with the plans and specifications.

The lateral lines, sprinkler heads and drip shall be installed in accordance with Section 02810 of the City of Colorado Springs Standard Specifications and 2021 CSCR Standard Details.

B. Payment

Payment shall be made at the applicable contract lump sum price for Bid Item and shall include full compensation for all labor, equipment, tools, materials, and warranty necessary to complete the work. The lump sum bid price shall include but may not be limited to furnishing and installing equipment and materials **including PVC pipe and fittings, swing joints/pipe, sprinkler heads, nozzles, poly drip pipe, emitters, bubblers, distribution tubing, drains, and all other items necessary to complete the work as shown on the drawings and in accordance with the plans.**



900-90 CONTROLLER

A. Measurement

The controller is a lump sum pay item, and shall not be measured, except to verify it has been furnished, installed, and accepted by the City Project Manager as complying with the plans and specifications.

The controller shall be installed in accordance with Section 02810 of the City of Colorado Springs Standard Specifications and 2021 CSPR Standard Details.

B. Payment

Payment shall be made at the applicable contract lump sum price for Bid Item and shall include full compensation for all labor, equipment, tools, materials, and warranty necessary to complete the work. The lump sum bid price shall include but may not be limited to furnishing and installing equipment and materials **including concrete base, sleeving, controller enclosure, WeatherTrak controller, rain sensor and receiver, grounding plate and rods and all other items necessary to complete the work as shown on the drawings and in accordance with the specifications.**

1000-00 GFCI OUTLET

A. Measurement

The GFCI installation is a lump sum pay item, and shall not be measured, except to verify it has been furnished, installed, and accepted by the City Project Manager as complying with the plans and specifications.

The GFCI installation shall be installed in accordance with Section 02810 of the City of Colorado Springs Standard Specifications, 2021 CSPR Standard Details, and Colorado Springs Utilities and Pikes Peak Regional Building Department standards.

B. Payment

Payment shall be made at the applicable contract lump sum price for Bid Item and shall include full compensation for all labor, equipment, tools, materials, and warranty necessary to complete the work. The lump sum bid price shall include but may not be limited to furnishing and installing equipment and materials **including 20-amp circuit breaker, conduit, #12 conductors, GFCI outlet and all other items necessary to complete the work.**



SCHEDULE I – 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.	<input checked="" type="checkbox"/>	Workers’ Compensation and Employers Liability as required by statute. Employers Liability coverage is to be carried for a minimum limit of \$100,000.
2.	<input checked="" type="checkbox"/>	Automobile Liability covering any auto (including owned, hired, and non-owned autos) with a minimum of \$1,000,000 each accident combined single limit.
3.	<input checked="" type="checkbox"/>	Commercial General Liability for limits not less than \$1,000,000 combined single limit for bodily injury and property damage for each occurrence. Coverage shall include blanket contractual, broad form property damage, products and completed operations and contractors protective endorsements.
8.	<input checked="" type="checkbox"/>	Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts with limits of not less than \$1,000,000 per occurrence and in the aggregate. The coverage shall have an extended reporting period of 2 years following the date of substantial completion of the project for reporting of claims.

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

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

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

(Name of Company)

(Signature) *(Date)*



SCHEDULE J – NOTIFICATION OF UTILITIES

General Information

It is the responsibility of the Contractor to notify all applicable utilities (including, but not limited to Colorado Springs Utilities) for utility locations at least two business days or twenty-four hours prior to commencing any work. Should any street be closed off for any amount of time, the Contractor must notify the Traffic Department. See the City of Colorado Springs Standard Specifications General Provisions for more information regarding utilities.

The City of Colorado Springs Standard Specifications and General Provisions indicated on the RFP for this project are included by reference. The above document may be reviewed or purchased at the City Administration Building, Engineering Division, at 30 South Nevada, Suite 403, Colorado Springs, Colorado, between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, except holidays.

Telephone References

- | | |
|-------------------------------------------------|----------------|
| 1. Utility Notification Center of Colorado | 1-800-922-1987 |
| 2. Colorado Springs Utilities Electric | (719) 448-4811 |
| 3. Colorado Springs Utilities Water, Wastewater | (719) 448-4200 |
| 4. Traffic Department | (719) 385-5908 |
| 5. Colorado Springs Utilities Gas Emergencies | (719) 520-0100 |
| 6. Cable Television | (719) 633-6616 |
| 7. Telephone | 1-800-954-0211 |

Standard Utility Color Code

- | | |
|------------------|--------|
| 1. Natural Gas - | Yellow |
| 2. Electric - | Red |
| 3. Water - | Blue |
| 4. Wastewater - | Green |

Contractor Responsibilities

1. Contact Colorado Springs Utilities, and/or other applicable utilities company or provider, at least twenty four hours prior to starting the project so that our service inspector can make contact on the job site.
2. All replacement taps will have to be coordinated and notification must be given to Colorado Springs Utilities twenty four hours prior to scheduling.
3. Any water interruption to properties involved must be notified at least twenty-four hours prior to shut down and coordinated with a service inspector.
4. If in the event a property or business is involved that cannot be without water the Contractor will be responsible for keeping them in water while the shut down is in effect.
5. If for any reason when water is restored after the shut down that a property has no water and Colorado Springs Utilities is contacted to determine the problem, the Contractor will be responsible for digging, regardless of the time of day to restore service. Contractor



must provide Colorado Springs Utilities with a name and telephone number of an after hours contact in case of emergency.

6. All services which would be replaced will have to meet our water specifications and be approved by the Water service inspector.
7. All materials pertaining to lowering or replacing water service lines, regardless of size, will be the responsibility of the Contractor unless otherwise specified in Engineering Specifications and Plans.
8. If for any reason it would not be feasible to shut down and notify affected properties, it would be the responsibility of the Contractor to provide temporary water for the houses or businesses involved.

Pre-excavation Checklist

1. Indicate all gas and other utility lines a set of construction plans.
2. Notify City of Colorado Springs Underground Utility Line Locators at least two business days in advance at the division numbers listed above.
3. Utilities locations should be marked on the ground by City Locators.
4. All employees should be briefed on the marking and the standard utility color codes.
5. Employees should be trained on excavation and safety procedures for natural gas lines.
6. When excavation approaches gas lines, employees should expose lines by careful hand digging and probing.
7. Contact the City Forester for any tree protection requirements that may be included on contract specifications