



REQUEST FOR PROPOSAL
Construction

R24-023 NA

Date Issued: 2/21/2024

**TRANSIT CAMPUS PARKING LOT
REPAIRS**

THE CITY OF COLORADO SPRINGS

This project is federally funded.

The City of Colorado Springs requests Fixed Unit Price proposals, as detailed in this Request for Proposals (RFP), for Transit Campus Parking Lots Repairs

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 BE ACCEPTED ON THE ROCKY MOUNTAIN E-PURCHASING BIDNET DIRECT PLATFORM.

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

<https://bidnetdirect.com/>

BIDNET Support

800-835-4603

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SECTION I – PROPOSAL INFORMATION

1.0 PROPOSAL INFORMATION

Section I provides general information to potential Offerors, such as proposal submission instructions and other similar administrative elements. This RFP is available on BidNet (www.bidnetdirect.com). All addenda or amendments shall be issued through BidNet 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	2/21/2024
Pre-Proposal Conference and Site Visit	2/28/2024 10:00 AM MST

We will hold a pre-proposal conference at the City of Colorado Springs City Transit Administration Building, 1015 Transit Drive., Colorado Springs, CO 80903. This meeting is not mandatory. However, all Offerors are encouraged to attend.

Cut Off Date for Questions	3/1/2024 5:00 PM MST
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Questions about the RFP must be emailed in writing and directed to Nelida Arriaga, at the following email address: TransitContracting@coloradosprings.gov. A written response to any inquiry may be provided in the form of an Amendment to the solicitation. See 1.7 Amendments. Questions must be received no later than March 1st, 2024 5:00 PM MST.

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

The only acceptable method of submitting questions is by email to the Contracting Specialist. Faxes or physical mail delivery are not acceptable.

Proposal Due Date	3/21/2024 5:00 PM MST
Interviews (if applicable)	TBD
Award of Contract	TBD
Notice to Proceed	TBD

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 their bid documents are uploaded and submitted correctly, and that a **confirmation number** is obtained upon successful submission.

Customer Support Team for www.bidnetdirect.com can be reached 1-800-835-4603.

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

Date/Time: Proposals shall be received on or before 5:00 PM MST, Thursday, March 21, 2024.

1.3 NUMBER OF COPIES

One electronic proposal is to be submitted electronically on the BidNet Website (www.bidnetdirect.com).

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 Transit Campus Parking Lot Repairs.

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 the BidNet Website (www.bidnetdirect.com). It is the Offeror's responsibility to check the website for posted amendments or contact the Contracts Specialist listed to confirm the number of amendments which have been issued.

1.8 WITHDRAWAL OR MODIFICATION OF OFFERS

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

1.9 ACCEPTANCE

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 any contract awarded as a result of this RFP is anticipated to be as follows.

The performance period for the project detailed in this RFP will be established as 90 days from the issuance of a notice to proceed.

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 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
 - 1. Detailed Plans
 - 2. Standard DrawingsCalculated dimensions will govern over scaled dimensions.
- (f) Special Specifications
- (g) 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?mlid=47576>. Questions can be directed to the City Sales Tax Division at (719) 385-5903.

Our Registration Numbers are as follows:

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

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

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 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	Minimum Insurance Requirements
Exhibit 6	Qualification Statement
Exhibit 12	Federal Transit Administration (FTA) Certifications
Exhibit 13	Proposers/Bidder's List Information

Schedule A Price Sheet

2.2 COVER LETTER

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

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

2.3 PROPOSAL CERTIFICATION

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

2.4 ORGANIZATIONAL BACKGROUND AND OVERVIEW

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

2.5 PROPOSAL NARRATIVE/TECHNICAL AND MANAGEMENT APPROACH

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

2.5.1 TECHNICAL AREA

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

A. Understanding of and Compliance with Technical Requirements

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

1. Does the proposal demonstrate a firm understanding of the requirements and goals of the Statement of Work, as well as industry standards and reasonable expectations for a company in the industry?
2. Does the proposal fully and completely address each requirement and goal of the Statement of Work?
3. Does the proposal provide solutions to indicate that requirements and goals will be met on schedule?
4. Does the technical solution seem realistic?
5. Does it generally appear that the Offeror knows and thoroughly understands the business and the RFP requirements?

B. Project Approach

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

The Offeror must at least address the following areas:

1. Construction phasing and traffic control for the project. Explain the phases, traffic control for each phase, and the logic in the construction phasing.
2. Erosion and sediment control during all phases of construction as well as post construction efforts through permit closure.
3. Coordination with utilities. Discuss Offeror's understanding of the key utility relocations required for this project and how Offeror will coordinate and phase construction to both facilitate and accommodate those relocations and the constraints that they impose.
4. Schedule Management. Discuss Offeror's approach to schedule management including updating and reporting progress of the work.
5. Quality Control. Discuss Offeror's quality control plan, processes and approach to ensure that the City receives a quality product.
6. Safety. Discuss Offeror's approach and commitment to safety for both construction workers and the public traveling through the construction site.
7. Potential issues that Offeror foresees with this project and how Offeror would make adjustments if encountered. Describe factors limiting construction phasing flexibility and potential remedies.

It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions.

1. Does the proposal include a complete plan to accomplish each requirement, including subcontracting (if applicable)?
2. Does the proposal demonstrate that appropriate and qualified personnel and equipment will be provided to carry out the requirement?
3. Is the proper level of effort directed toward each requirement? Does the level of effort look unrealistically low or unreasonably high?

2.5.2 MANAGEMENT AREA

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

A. Program Management Controls

In the Management Area, the Offeror should provide:

1. A plan of operation, to include management of personnel, workload, schedule, and budget
2. An organization chart which demonstrates clear and effective lines of authority, responsibility, and communication for management, supervisory, and technical

personnel. The plan should address which job classification or personnel will be assigned to each task and how that determination is made. Basic human resource management concepts should be addressed, including hiring, firing, discipline, incentive plans, etc.

3. If the Offeror plans to subcontract more than 10% of the work, include information on how the Offeror plans to manage its subcontractors.
4. A detailed construction schedule for the project showing the key construction activities and how they will meet or improve the City's timeframe and maximize construction efficiency to provide the best value to the City and minimize impacts to the public. The schedule shall be based on the Offeror's understanding and approach to the work as addressed above. Schedules should address controls to ensure the project will remain on schedule and on budget. Schedules submitted for this project shall assume a start date of April 1, 2024.

It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions.

1. Does the proposal address the issues above in sufficient detail to demonstrate a sophisticated and mature management control system?
2. Are program management controls consistent with the technical portion of the proposal, especially regarding schedule and level of effort?
3. Do the plan and controls indicate that the Offeror will obtain, keep, and efficiently utilize high-quality personnel?
4. Does the proposal explain how the Offeror will address corrective actions in case of delays (e.g. expediting materials, additional resources, etc.)?
5. Does the proposal explain how the Offeror will remain within schedule and budget?

B. Past Performance/Relevant Experience and Key Personnel

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

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

Key Personnel

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

1. Does the Offeror provide complete resumes, including education, experience, background information, accomplishments, and other pertinent information?
2. Does the Offeror provide resumes for all key personnel, as required by the RFP?
3. Do the resumes demonstrate adequate professional, technical, and management levels to accomplish the work effectively and efficiently?

2.6 PRICE AREA

In the Price Area, the Offeror should provide a detailed breakdown of the price for each year of performance. The price must be all-inclusive and include all unit costs for material, labor, other direct costs (e.g. travel), indirect costs (i.e. overhead and general and administrative costs), and profit/fee. Offers must include sufficient detail to allow insight into the fairness and reasonableness of the price. If the contract type will be Time and Material (T&M) labor categories, labor rates, separated profit, and estimated material costs must be included in detail.

In addition, although price may not be the most important factor, it is still very important to the City of Colorado Springs. The Offeror's pricing must be competitive as compared to the budget amount, market pricing in the industry, and the pricing of other Offerors. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions.

1. How does the price compare to the industry competition?
2. If low, is it unrealistically low?
3. If high, is there demonstrated added value for the additional cost?
4. Is the price itemized, so that it is clear how the cost was built? If so, do the costs look appropriate for the task?
5. Does the Offeror leave applicable costs out of the calculations? For instance, some will say travel is not included and will be an extra cost. This should be considered when comparing to other Offerors.
6. Are there additional costs not addressed that the City would incur if the Offeror were awarded the contract? If so, include those costs when comparing to the budget amount and the competition.

2.7 PROPOSAL PRESENTATION

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

2.8 EXCEPTIONS

All Offerors must complete Exhibit 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.

2.9 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 TECHNICAL AREA -- UNDERSTANDING OF AND COMPLIANCE WITH TECHNICAL REQUIREMENTS

See Section II - Item 2.5.1A

3.1.2 TECHNICAL AREA -- PROJECT APPROACH

See Section II - Item 2.5.1B

3.1.3 MANAGEMENT AREA -- PROGRAM MANAGEMENT CONTROLS

See Section II - Item 2.5.2A

3.1.4 MANAGEMENT AREA -- PAST PERFORMANCE/RELEVANT EXPERIENCE/KEY PERSONNEL

See Section II – Item 2.5.2B

3.1.5 PRICE/COST AREA -- PRICE/COST

See Section II – Item 2.6

3.1.6 PROPOSAL PRESENTATION AREA – PROPOSAL PRESENTATION

See Section II – Item 2.7

3.1.7 EXCEPTIONS AND INSURANCE

See Section II – Items 2.8 and 2.9

3.2 RANKING

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

First: Technical Area

Second: Management Area

Third: Price/Cost Area

B. Area Scoring

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

Price/Cost Area: .30
Technical Area: .40
Management Area: .30

C. 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- RESERVED

The City's sample contract, see Exhibit 2, contains contract terms and conditions.

SECTION V – EXHIBITS

5.0 EXHIBITS

Exhibit 1	Proposal Certification
Exhibit 2	Sample Contract
Exhibit 3	Exceptions
Exhibit 4	Minimum Insurance Requirements
Exhibit 5	Scope of Work
Exhibit 6	Qualification Statement
Exhibit 7	Evaluation Scoresheet
Exhibit 8	Performance Bond
Exhibit 9	Labor and Material Payment Bond
Exhibit 10	Maintenance Bond
Exhibit 11	Notification of Utilities
Exhibit 12	Federal Transit Administration (FTA) Clauses and Certifications
Exhibit 13	Proposers/Bidders List Information

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 proposal. (Proposals 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.

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

REPRESENTATIONS AND CERTIFICATIONS

Exhibit 1 Continued

1. INSURANCE REQUIREMENTS

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

Initials for 1

2. ETHICS VIOLATIONS

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

Initials for 2

3. 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 contract.

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 <https://www.sba.gov/content/am-i-small-business-concern>.

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 proposal and any awarded contract, including without limitation such administrative matters as correction of problems modifications, and reduction of costs.
- b) The Authorized Representative shall be the person identified in the Offeror’s proposal, unless the Offeror provides written notice to the City naming another person to serve as its Authorized Representative. Communications received by the City Contracts Specialist from the Authorized Representative shall be deemed to have been received from the Offeror.

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 proposal.

e) By submitting an offer the Offeror certifies that it has complied and will comply with all requirements of local, state, and federal laws, and that no legal requirements have been or will be violated in making or accepting this solicitation.

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

Initials for 8

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

1. The Offeror certifies to the best of its knowledge and belief, that (i) the Offeror and/or any of its Principals
 - a. **Are (), Are not ()** presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - b. **Have (), Have not ()**, within a three year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, local) contract or subcontract; violation of Federal or state antitrust statutes relation to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property; and
 - c. **Are (), Are not ()** presently indicated for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in any paragraphs above.
2. The Offeror shall provide immediate written notice to the City Contracts Specialist if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reasons of changed circumstances.
3. The certification in paragraph 1. above, is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City Contracts Specialist may terminate the contract resulting from this solicitation for default. Termination for default may result in additional charges being levied for the costs incurred by the City to initiate activities to replace the awarded Contractor.

Initials for 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 CityAuditManagement@springsgov.com. Any of these mechanisms allow for anonymous reporting. For more information, please go to the website <https://coloradosprings.gov/cityfraud>.

Initials for 13

Name of Company:

Federal Tax ID Number:

DUNS Number:

Principle 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	Name & Phone#	City Dept Rep	Name & Phone# & Department Name
NOT TO EXCEED Contract Amount:		City Account #	Acct Code (5) Fund (3) Dept (4) Project (7)
Contract Type:		Period of Performance:	

1. INTRODUCTION

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

THE CITY AND THE CONTRACTOR HEREBY AGREE AS FOLLOWS:

The City has heretofore prepared the necessary Contract Documents for the following Activity: Transit Campus Parking Lots Repairs.

The Contractor did on the ___ day of _____, 2024 submit to the City the Contractor's written offer and proposal to do the work therein described under the terms and conditions therein set forth and furnish all materials, supplies, labor, services, transportation, tools, equipment, and parts for said work in strict conformity with the accompanying Contract Documents, which are attached hereto and incorporated herein by this reference, including the following:

1. This Contract
2. Appendix A – Additional Terms and Conditions
3. Appendix B – Contractor's Proposal,
4. Appendix C – Statement of Work.
5. Schedule A – Proposal Price Sheet
6. Schedule B – General Construction Terms and Conditions
7. Schedule C – Special Construction Terms and Conditions
8. Schedule D – General Specifications

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

2. COMPENSATION/CONSIDERATION

If FFP:

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

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

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

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

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

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

IF FIXED UNIT PRICE

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

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

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

3. TERM OF CONTRACT

Contractor will start work promptly after the Notice to Proceed and continue to work diligently until completed. The Contractor shall complete all work on an as ordered basis throughout the Contract period which is **90 Calendar Days** after the Notice-to-Proceed ("Period of Performance") as per the specifications and drawings. The Contractor shall provide a two-year guarantee on all work performed under this Contract after the job has been completed and accepted.

4. INSURANCE

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

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

5. RESPONSIBILITY OF THE CONTRACTOR

A. The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all Scope of Work services furnished by the Contractor under this Contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in services provided under this Contract to the satisfaction of the City.

- B. The City's review, approval of, acceptance of, or payment for the services required under this Contract shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the City for any and all damages to the City caused by the Contractor's negligent performance of any of the services furnished under this Contract.
- C. The rights and remedies of the City provided for under this Contract are in addition to any other rights and remedies provided by law.
- D. If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

6. WORK OVERSIGHT

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

7. SUBCONTRACTORS, ASSOCIATES, AND OTHER CONTRACTORS

- A. Any subcontractor, outside associates, or other contractors used by the Contractor in connection with Contractor's work under this Contract shall be limited to individuals or firms that are specifically identified by the Contractor in the Contractor's proposal and agreed to by the City. The Contractor shall obtain the City's Project Manager's written consent before making any substitution of these subcontractors, associates, or other contractors.
- B. The Contractor shall include a flow down clause in all of its subcontracts, agreements with outside associates, and agreements with other contractors. The flow down clause shall cause all of the terms and conditions of this Contract, including all of the applicable parts of the Contract Documents, to be incorporated into all subcontracts, agreements with outside associates, and agreements with

other contractors. The flow down clause shall provide clearly that there is no privity of contract between the City and the Contractor's subcontractors, outside associates, and other contractors.

8. KEY PERSONNEL

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

9. START AND CONTINUANCE OF WORK

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

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

10. APPROPRIATION OF FUNDS

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

11. CHANGES

The Contractor and the City agree and acknowledge as a part of this Contract that no change order or other form or order or directive may be issued by the City which requires additional compensable work to be performed, which work causes the aggregate amount payable under the Contract to exceed the amount appropriated for

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

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

12. ASSIGNMENT

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

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

13. CHOICE OF LAW

This Contract is subject to and shall be interpreted under the law of the State of Colorado, and the Charter, City Code, Ordinances, Rules and Regulations of the City of Colorado Springs, Colorado, a Colorado home rule city. Court venue and

jurisdiction shall be exclusively in the Colorado District Court for El Paso County, Colorado. The Parties agree that the place of performance for this Contract is deemed to be in the City of Colorado Springs, El Paso County, State of Colorado. The Contractor shall ensure that the Contractor and the Contractor's employees, agents, officers and subcontractors are familiar with, and comply with, applicable Federal, State, and Local laws and regulations as now written or hereafter amended.

14. WORKERS' COMPENSATION INSURANCE

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

15. INDEMNIFICATION

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

16. INDEPENDENT CONTRACTOR

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

agents, servants or other personnel performing services or work under this Contract, whether it is of a direct or indirect nature. Further in that regard, it is expressly understood and agreed that for such purposes neither the Contractor nor the Contractor's employees, agents, servants or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement or any other benefits whatsoever.

17. APPLICABLE LAW AND LICENSES

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

18. PRIOR AGREEMENTS

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

19. INTELLECTUAL PROPERTY

The Parties hereby agree, and acknowledge, that all products, items writings, designs, models, examples, or other work product of the Contractor produced pursuant to this Contract are works made for hire, and that the City owns, has, and possesses any and all ownership rights and interests to any work products of the Contractor made under this Contract, including any and all copyright, trademark, or patent rights, and that compensation to the Contractor for Agreement and acknowledgment of this intellectual property right section of this Contract is included in any compensation or price whatsoever paid to the Contractor under this Contract. It is the intent of the parties that the City shall have full ownership and control of the Contractor's work products produced pursuant to this Contract, and the Contractor specifically waives and assigns to the City all rights which Contractor may have under the 1990 Visual Artists Rights Act, federal, and state law, as now written or later amended or provided. In the event any products, items writings, designs, models, examples, or other work product produced pursuant to this Contract is deemed by a court of competent jurisdiction not to be a work for hire under federal copyright laws, this intellectual property rights provision shall act as an irrevocable assignment to the City by the Contractor of any and all copyrights, trademark rights, or patent rights in the Contractor's products, items writings, designs, models, examples, or other work product produced pursuant to this Contract, including all rights in perpetuity. Under this irrevocable assignment, the Contractor hereby assigns to the City the sole and exclusive right, title, and interest in and to the Contractor's products, items writings, designs, models, examples, or other work product produced pursuant to this Contract, without further consideration, and

agrees to assist the City in registering and from time to time enforcing all copyrights and other rights and protections relating to the Contractor's products, items writings, designs, models, examples, or other work product in any and all countries. It is the Contractor's specific intent to assign all right, title, and interest whatsoever in any and all copyright rights in the Contractor's products, items writings, designs, models, examples, or other work product produced pursuant to this Contract, in any media and for any purpose, including all rights of renewal and extension, to the City. To that end, the Contractor agrees to execute and deliver all necessary documents requested by the City in connection therewith and appoints the City as Contractor's agent and attorney-in-fact to act for and in Contractor's behalf and stead to execute, register, and file any such applications, and to do all other lawfully permitted acts to further the registration, prosecution, issuance, renewals, and extensions of copyrights or other protections with the same legal force and effect as if executed by the Contractor; further, the parties expressly agree that the provisions of this intellectual property rights section shall be binding upon the parties and their heirs, legal representatives, successors, and assigns.

20. WAIVERS

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

21. THIRD PARTIES

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

22. TERMINATION

A. Termination for Convenience.

By signing this Contract, Contractor represents that it is a sophisticated business and enters into the Contract voluntarily, has calculated all business risks associated with this Contract, and understands and assumes all risks of being terminated for convenience, whether such risks are known or not known. Contractor agrees that the City may terminate this Contract at any time for convenience of the City, upon written notice to the Contractor. Contractor expressly agrees to and assumes the risk that the City shall not be liable for any costs or fees of whatsoever kind and nature if termination for convenience occurs before Contractor begins any work or portion of the work. Contractor further expressly agrees and assumes the risks that the City shall not be liable for any unperformed work, anticipated profits, overhead,

mobilizations costs, set-up, demobilization costs, relocation costs of employees, layoffs or severance costs, administrative costs, productivity costs, losses on disposal of equipment or materials, cost associated with the termination of subcontractors, costs associated with purchase orders or purchases, or any other costs or fees of any kind and nature, if Contractor has started or performed portions of the Contract prior to receiving notice from the City. The City shall be liable only for the portions of work Contractor actually satisfactorily completed up to the point of the issuance of the Notice of Termination for convenience. Upon receipt of this notice the Contractor shall immediately: discontinue all services affected (unless the notice directs otherwise), and deliver to the City all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.

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

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

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

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

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

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

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

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

23. BOOKS OF ACCOUNT AND AUDITING

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

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

24. COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT OF 1986

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

25. LABOR

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

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

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

26. GRATUITIES

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

27. NON-DISCRIMINATION

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

28. ORDER OF PRECEDENCE

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

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

29. HEADINGS

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

30. DISPUTES

- A. All administrative and contractual disputes arising from or related to this Contract other than those arising under Unanticipated Circumstances provisions (in section 107.27 of Schedule B General Construction Terms and Conditions) shall be addressed in the following manner:
 - i. If either Party disputes or disagrees with a Contract term or the other Party's interpretation of a Contract term or has any other administrative or contractual dispute not addressed in the Unanticipated Circumstances provisions, such Party shall promptly give the other Party written notice of said dispute.
 - ii. The Parties shall hold a meeting as soon as reasonably possible, but in no event later than thirty (30) calendar days from the initial written notice of the dispute, attended by persons with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute; provided, however, that no such meeting shall be deemed to vitiate or reduce the obligations and liabilities of the Parties or be deemed a waiver by a Party of any remedies to which such Party would otherwise be entitled unless otherwise agreed to by the Parties in writing.
 - iii. If, within thirty (30) calendar days after such meeting, the Parties have not succeeded in negotiating a resolution of the dispute, they agree to submit the dispute to non-binding mediation and to bear equally the costs of the mediation.
 - iv. The Parties will jointly appoint a mutually acceptable mediator. If they fail to do so within twenty (20) calendar days from the conclusion of the negotiation period, they shall each select a mediator. The two mediators will then appoint a third mediator who shall conduct mediation for the Parties as the sole mediator.
 - v. The Parties agree to participate in good faith in the mediation and negotiations for a period of thirty (30) calendar days. The substantive and procedural law of the State of Colorado shall apply to the proceedings. If the Parties are not successful in resolving the dispute through mediation, then

the Parties shall be free to pursue any other remedy afforded by the laws of the State of Colorado.

- vi. Until final resolution of any dispute hereunder, the Contractor shall diligently proceed with the performance of this Contract as directed by the City. For purposes of this Contract, termination for convenience shall not be deemed a dispute. The City of Colorado Springs and the Contractor agree to notify each other in a timely manner of any claim, dispute, or cause of action arising from or related to this Contract, and to negotiate in good faith to resolve any such claim, dispute, or cause of action. To the extent that such negotiations fail, the City of Colorado Springs and the Contractor agree that any lawsuit or cause of action that arises from or is related to this Contract shall be filed with and litigated only by the Colorado District Court for El Paso County, CO.

31. DELIVERY

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

32. PAYMENTS

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

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

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

Each invoice must contain at least the following information:

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

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.

33. INSPECTION OF SERVICES

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

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

34. SECURITY

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

35. TIME IS OF THE ESSENCE

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

36. EMPLOYMENT OF LABOR

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

37. SALES TAX

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

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

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

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

Forms and instructions can be downloaded at <https://coloradosprings.gov/sales-tax/page/construction-contractors?mlid=47576>. Questions can be directed to the City Sales Tax Division at (719) 385-5903.

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

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

38. SEVERABILITY

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

39. LIABILITY OF CITY EMPLOYEES

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

40. USE OF CITY NAME OR LOGO

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

41. TRAVEL

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

42. ELECTRONIC SIGNATURES

This Agreement and all other documents contemplated hereunder may be executed using electronic signatures with delivery via facsimile transmission, by scanning and

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

43. APPENDICES

The following Appendices are made a part of this Agreement:

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

SECOND PARTY:	
SAMPLE CONTRACT ONLY	
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 MINIMUM INSURANCE REQUIREMENTS

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. Commercial General Liability for limits not less than \$1,000,000 combined single limit with \$2,000,000 aggregate for bodily injury and property damage for each occurrence. Coverage shall include blanket contractual, broad form property damage, products and completed operations.
2. Workers' Compensation and Employers Liability as required by statute. Employers Liability coverage is to be carried for a minimum limit of \$100,000.
3. Automobile Liability covering any auto (including owned, hired, and non-owned autos) with a minimum of \$1,000,000 each accident combined single limit.
4. Excess Liability for limits not less than \$1,000,000 combined single limit for bodily injury and property damage for each occurrence.
5. Builders Risk or Installation Floater Insurance: Contractor shall purchase and maintain property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the Owner has an insurable interest in the property.
6. Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts with limits of not less than \$2,000,000 per occurrence and in the aggregate.
 - a. In the event that any professional liability insurance required by this Contract is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.
 - b. Policy shall contain a waiver of subrogation against the CITY.
7. Pollution Legal Liability Insurance shall apply to sudden and gradual pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants (including asbestos). If the coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under this contract is completed. Policy limits shall be no less than \$1,000,000 per loss with \$2,000,000 aggregate coverage.
8. Technology Errors and Omissions Liability including Network Security and Privacy Liability not

- _____ less than \$3,000,000 per loss with a \$3,000,000 aggregate.
 - a. The policy shall provide a waiver of subrogation.
 - b. The insurance shall provide coverage for liability arising from theft, dissemination and/or use of confidential information stored or transmitted in electronic form.
 - c. Network Security Liability arising from the unauthorized access to, use of or tampering to gain access to your services including denial of service, unless caused by a mechanical or electrical failure.
 - d. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon.

9. _____ Employee Crime Coverage shall include employee dishonesty, forgery or alteration and computer fraud. If Contractor is physically located on CITY premises, third party fidelity coverage extension shall apply.

The policy shall include coverage for all directors, officers, agents and employees of the Contractor. Coverage limit will be not less than \$1,000,000 per loss.

- a. The bond or policy shall include coverage for extended theft and mysterious disappearance.
- b. The bond or policy shall not contain a condition requiring an arrest and conviction.

10. _____ Liquor Legal Liability Insurance: If the event producer is a business that manufactures, distributes, sells, or serves alcoholic beverages, and intends to serve or sell alcoholic beverages at an event, they must also submit a Certificate of Insurance providing proof of a liquor legal liability insurance policy or properly endorsed general liability policy.

- a. If this event producer hires a vendor to serve or sell alcoholic beverages, rather than providing the alcohol themselves, they must submit a Certificate of Insurance from the vendor providing proof of a liquor legal liability insurance policy or properly endorsed general liability policy.
- b. In either case, the minimum acceptable limit of liability per claim and aggregate is \$1,000,000. This requirement applies to the business or group which serves or sells the alcohol.

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

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

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

(Name of Company)

(Signature)

(Date)

EXHIBIT 5 SCOPE OF SERVICES FOR TRANSIT CAMPUS PARKING LOTS REPAIRS

1.0 GENERAL

The City of Colorado Springs Transit Services, DBA Mountain Metropolitan Transit (MMT), requests bids from qualified contractors for our Transit Campus Parking Lot **Repairs** project.

MMT intends to utilize one Contractor to complete all requested tasks. The Contractor shall be responsible for managing any subcontractors. The purchase order will be valid for only the tasks related within the scope of work, with no renewal options available.

2.0 SCHEDULE

Contractor shall submit a tentative project schedule illustrating a proposed work plan, sequencing of work, and anticipated durations of work, preferably in Gantt format. After contract award, MMT will issue a Notice to Proceed (NTP). Upon receipt of NTP, Contractor shall coordinate with the MMT Project Manager (PM) to finalize the project schedule and confirm dates and times of performance.

The Contractor shall arrange the work in such a manner as to cause minimum inconvenience to the property owner's staff, the traveling public, and the abutting property owners. The Contractor shall submit to the MMT PM a plan of this operation as detailed above. In general, the Contractor shall be allowed to proceed as he/she proposes. However, the MMT PM retains the authority to order the Contractor to schedule the proposed operation in another manner if such a change in schedule is to the benefit of the owner and beneficial to the interests of a good project.

Work may be performed Monday-Sunday, during or after standard business hours of 8AM-5PM. Exact times and dates of performance shall be coordinated between the Contractor and the MMT PM per the above.

All project-related tasks will be required to be completed within the agreed-upon performance period from the issuance of the Notice to Proceed, unless otherwise specified if warranted due to unforeseen conditions.

The Contractor shall notify the PM within 48 hours, or as soon as practical, if project work is to be delayed due to unforeseen circumstances or weather.

Performance period for this contract is 90 calendar days from Notice to Proceed.

3.0 PROJECT SCOPE AND STANDARDS

Contractor shall provide all materials, equipment, transportation, labor, superintendence, placards, permitting and fees, waste characterization, disposal/recycling, and other services/items necessary to complete the project in a timely manner. **The Contractor shall perform all work according to following specifications, as applicable, which are attached as appendices or linked to below:**

- **Pikes Peak Region Asphalt Paving Specifications (PPRAPS) – See schedule “D”.**
- **Standards Specifications Manual – Available at <https://coloradosprings.gov/public-works/page/standard-specifications-manual>**
- **Pavement Design Criteria Manual – Available at <https://coloradosprings.gov/public-works/page/pavement-design-criteria-manual>**
- **City of Colorado Springs Signage & Pavement Marking Guidelines – See schedule “K”.**

The Contractor shall be responsible for all work, including work performed by others under a subcontract agreement.

All work required as described in the contract shall be performed in a careful and orderly manner, with due consideration given to protection of adjoining property, the public, and workmen. Any damage to work areas shall be repaired or replaced and restored to its original condition by the Contractor, at their expense and to the satisfaction of the PM. The Contractor shall ensure that all areas around the service work area are not disturbed or damaged, during the removal and installation process.

This project is to adhere to the Davis Bacon Wage Act wages for highway construction. Contractor is to provide Certified Payroll weekly log sheets for the entire duration of the project, from NTP to project completion, even if no work was performed during a specific week.

Contractor shall be responsible for verifying all field dimensions and site conditions that may affect the performance and cost of work before submitting a bid for the project. Any drawings or figures provided are for general reference purposes only and the actual “as-built” conditions may differ.

Upon completion of all installation activities, Contractor shall verify that the entire project has been completed to plans and specifications. Contractor shall be responsible to correct any faults or defects in the work to the satisfaction of the MMT PM.

Background

For 1015 Transit:

- The parking lot surface layer is composed of 4” asphalt concrete (AC) pavement. An asphaltic subbase of unknown thickness and characteristics is present below the AC pavement.

For all other locations:

- 1070, 1145/1075, 1161, and 1165 Transit are characterized by varying degrees of cracks and striping/curb paint deterioration.

Staging & Traffic Control

The Contractor may stage equipment and vehicles along the public road, Transit Drive. Staged vehicles and equipment shall be staged in a neat and orderly manner and shall not obstruct the flow of public traffic along Transit Drive. All staged vehicles and equipment shall be the responsibility of the Contractor and are staged at Contractor’s own risk.

The Contractor shall be responsible for traffic control permits and planning, if applicable, according to the Colorado Springs Traffic Criteria Manual and applicable regulations or requirements imposed by authorities having jurisdiction.

Best Management Practices (BMPs)

The Contractor shall install and maintain storm drain inlet protection measures in accordance with all applicable local regulations. Equipment washout shall comply with City of Colorado Springs MS4 permit procedures. The Contractor shall regularly inspect and maintain the BMP measures—at a minimum of once per day—and correct any deficiencies in the measures immediately.

Materials Testing

The contractor shall be responsible to provide all required materials testing profiles to ensure asphalt and fill products meet all required specifications. These specifications are detailed in sections *2.0 – Materials* and *3.0 Asphalt Pavement Material Mixture Composition* of the Pikes Peak Region Asphalt Paving Specifications Manual.

IMPORTANT NOTES:

- **Where there exist any discrepancies between the written scope of work and the graphic layout documents provided, the narrative instructions and existing conditions shall govern.**
- **The documents, measurements, and quantities provided herein are given for reference only. The Contractor shall be solely responsible for verification of quantities and existing conditions.**

Scope of Work for 1015 Transit Drive

1. Participate in the pre-bid site visit or schedule a separate site visit with the MMT PM by contacting the MMT Procurement Specialist for this solicitation.
2. Participate in a pre-paving meeting with the MMT PM. The Contractor's Project Manager, Superintendent, or other responsible individual shall attend the meeting. The parties will review and discuss the operations schedule, mix design, specifications and process compliance, and general project logistics.
3. Seven (7) days before paving day, Contractor shall submit to MMT PM the mix design and APM binder information in accordance with the PPRAPS. The MMT PM will review and transmit comments to the Contractor in writing, via email.
4. Prepare the site for milling and paving operations. Install traffic cones and high visibility tape across the 1015 Transit Drive vehicle entrance pathway to prevent public vehicle access during operations and curing.
5. Remove and store for reinstallation all parking blocks and rebar. If parking blocks or rebar are damaged or rendered unusable by removal, Contractor shall replace at no additional cost to MMT.
6. Perform partial depth milling of the entire existing surfacing layer to a uniform and consistent depth. The minimum milling depth shall be 2" from the top of the surface layer.
 - a. The surface resulting from milling operations shall have uniform, discontinuous longitudinal striations, or another uniform pattern. The milled surface shall provide a satisfactory riding surface free from gouges, continuous longitudinal grooves, ridges, oil film, or other imperfections of workmanship and shall have a uniform textured appearance.
 - b. Promptly remove milling waste, dirt, and other debris, leaving a clean, well-patterned surface. Do not allow millings waste to be recompacted into the underlying surface by equipment traffic.
 - c. Load and dispose of or recycle all millings and other waste materials according to applicable regulations. Clean up incidental milling debris from surrounding areas (planters, grass areas, etc.)
 - d. NOTE: Contractor must perform dust control during all operations, including cleaning operations. All mechanical brooms shall have functioning water delivery systems to reduce airborne dust.
7. Thoroughly clean the future paving surface and all adjacent areas of debris before repaving operations. Sweeping and cleaning operations shall extend to adjacent areas (planters, grass, concrete sidewalks, etc.) which may have debris from preceding operations.

8. Prepare the underlying surface for repaving.
 - a. Clean all cracks (regardless of size or width) in the underlying surface which remain following partial milling operations. Thoroughly remove all vegetation, rocks, gravel, debris, old sealant, and other foreign materials. Apply tack to all cracks, then fill with asphalt paving material (APM) and compact. Placing APM in cracks without compacting and then paving over the uncompacted fill is unacceptable.
 - b. Perform surface leveling of potholes, depressions, ruts, or other low spots. Areas less than 100 square feet requiring leveling may be tacked, filled, raked, and compacted by hand. Areas requiring leveling larger than 100 square feet require a leveling course using a paver. All leveling applications must be coated with tack before placing APM fill and compacting.
9. Apply emulsified asphalt/tack to all milled surfaces before applying new overlay. If the main APM is to be applied in lifts, tack must be applied prior to installing the next lift of APM. Tack shall be applied evenly, consistently, and covering as close to 100% of the underlying surface as possible. Contractor shall ensure tack is properly applied to ensure proper layer bonding and adhesion. Improper application of tack resulting in streaks or stripes (“zebra tack”) is unacceptable.
10. Install new hot pour asphalt and pave and compact according to the specifications provided herein.
11. Restripe the new surface according to the preexisting layout and illustrative layouts, referenced herein as Schedule “E”. Hashing, stenciling, and ADA stencils are to be included. All curb color and language is to be repainted and stenciled as existing. Curb paint shall include fire lane in front of main entrance doors.
12. Replace all parking blocks and other conditions removed and held during preceding operations.

Scope of Work for 1070 Transit Drive

1. Participate in the pre-bid site visit or schedule a separate site visit with the MMT PM by contacting the MMT Procurement Specialist for this solicitation.
2. Participate in a pre-work meeting with the MMT PM. The Contractor’s Project Manager, Superintendent, or other responsible individual shall attend the meeting. The parties will review and discuss the operations schedule, overlay material, specifications and process compliance, and general project logistics.
3. Clean existing asphalt pavement and remove loose dust and debris. Remove all intruding vegetation.

4. Thoroughly clean all cracks and remove all debris, trash, loose aggregate, foreign materials, and old crack fill. Repair all cracks with appropriate crack fill material and apply sealant over crack fill. Areas with 'alligator' cracks shall also be repaired.
 - a. Cracks deeper than ½" shall be filled up to ½" depth with crushed angular gravel and compacted before applying crack fill.
 - b. Cracks up to 2" in width shall be filled with rubberized hot pour crack fill. A filled crack shall be subsequently sealed, and the sealant neatly spread beyond both edges of the crack with a trowel or mechanical means.
 - c. Cracks wider than 2" shall be repaired with compacted APM and sealed as detailed above before the application of sealcoat.
5. Sealcoat all asphalt pavement with appropriate material.
6. Ensure all gaps where asphalt surface abuts concrete surfaces are properly filled or sealed to minimize vertical discontinuities.
7. Restripe each parking space according to the existing layout and specifications, referenced herein as Schedule "F".
8. Repaint painted curbs with matching colors. Re-stencil existing curb language. Paint over the existing paint without stripping.

Scope of Work for 1145 and 1075 Transit Drive

1. Participate in the pre-bid site visit or schedule a separate site visit with the MMT PM by contacting the MMT Procurement Specialist for this solicitation.
2. Participate in a pre-work meeting with the MMT PM. The Contractor's Project Manager, Superintendent, or other responsible individual shall attend the meeting. The parties will review and discuss the operations schedule, overlay material, specifications and process compliance, and general project logistics.
3. Clean existing asphalt pavement and remove loose dust and debris. Remove all intruding vegetation.
4. Restripe the entire property (1145 & 1075) according to the existing layout and illustrative attachments, referenced herein as Schedule "I". Restripe the existing Commercial Driver's License (CDL) yellow testing markings on the concrete pavement along the perimeter of the canopy as those marking exist currently.
5. Remove the existing vertical striping at the north end of the yard, directly abutting the silver chain link fence and electric vehicle chargers. Restripe the parking spaces in a diagonal configuration according to the markings applied by the MMT PM and according to the MMT PM's direction. (Water-blasting or other cost-

effective striping paint removal measures are acceptable subject to the MMT PM's approval).

6. Repaint painted curbs with matching colors. Re-stencil existing curb language. Paint over existing paint without stripping.

Scope of Work for 1161 Transit Drive

1. Participate in the pre-bid site visit or schedule a separate site visit with the MMT PM by contacting the MMT Procurement Specialist for this solicitation.
2. Participate in a pre-work meeting with the MMT PM. The Contractor's Project Manager, Superintendent, or other responsible individual shall attend the meeting. The parties will review and discuss the operations schedule, overlay material, specifications and process compliance, and general project logistics.
3. Clean existing asphalt pavement and remove loose dust and debris. Remove all intruding vegetation.
4. Thoroughly clean all cracks and remove all debris, trash, loose aggregate, foreign materials, and old crack fill. Repair all cracks with appropriate crack fill material and apply sealant over crack fill. Areas with 'alligator' cracks shall also be repaired.
 - a. Cracks deeper than ½" shall be filled up to ½" depth with crushed angular gravel and compacted before applying crack fill.
 - b. Cracks up to 2" in width shall be filled with rubberized hot pour crack fill. A filled crack shall be subsequently sealed, and the sealant neatly spread beyond both edges of the crack with a trowel or mechanical means.
 - c. Cracks wider than 2" shall be repaired with compacted APM and sealed as detailed above before the application of sealcoat.
5. Patch any existing potholes as required.
6. Sealcoat all asphalt pavement with appropriate material.
7. Ensure all gaps where asphalt surface abuts concrete surfaces are properly filled or sealed to minimize vertical discontinuities.
8. Restripe each parking space according to the existing layout and specifications, referenced herein as Schedule "G".
9. Repaint painted curbs with matching colors. Re-stencil existing curb language. Paint over existing without stripping.

Scope of Work for 1165 Transit Drive

1. Participate in the pre-bid site visit or schedule a separate site visit with the MMT PM by contacting the MMT Procurement Specialist for this solicitation.
2. Participate in a pre-work meeting with the MMT PM. The Contractor's Project Manager, Superintendent, or other responsible individual shall attend the meeting. The parties will review and discuss the operations schedule, overlay material, specifications and process compliance, and general project logistics.
3. Clean existing asphalt pavement and remove loose dust and debris. Remove all intruding vegetation.
4. Thoroughly clean all cracks and remove all debris, trash, loose aggregate, foreign materials, and old crack fill. Repair all cracks with appropriate crack fill material and apply sealant over crack fill. Areas with 'alligator' cracks shall also be repaired.
 - a. Cracks deeper than ½" shall be filled up to ½" depth with crushed angular gravel and compacted before applying crack fill.
 - b. Cracks up to 2" in width shall be filled with rubberized hot pour crack fill. A filled crack shall be subsequently sealed, and the sealant neatly spread beyond both edges of the crack with a trowel or mechanical means.
 - c. Cracks wider than 2" shall be repaired with compacted APM and sealed as detailed above before the application of sealcoat.
5. Sealcoat all asphalt pavement with appropriate material.
6. Ensure all gaps where asphalt surface abuts concrete surfaces are properly filled or sealed to minimize vertical discontinuities.
7. Restripe each parking space according to the existing layout and specifications, referenced herein as Schedule "H". Restripe the building interior according to the existing layout.
8. Repaint painted curbs with matching colors. Re-stencil existing curb language. Paint over the existing paint without stripping.

Scope of Work for 1161 Transit Drive

1. Install four (4) visitor spaces at the north end of the east row (closest to the building) on the north section of parking. Use capitalized block stenciling to mark "VISITOR". The lettering shall be centered in the parking space and located near the open end of the space.

4.0 WARRANTY

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

4.1 WARRANTY PROCEDURE

- (a)** In addition to any warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in material or workmanship performed by the Contractor, or any subcontractor or supplier at any tier.
- (b)** This warranty shall continue for a period of 1 year from the date of the final acceptance and issuance of the certificate of completion for the work – if applicable. If the City takes possession of any part of the work before final acceptance, this warranty shall continue for the period of 1 year from the date the City takes possession.
- (c)** The Contractor shall remedy, at the Contractors expense, any damage to City owned or controlled real or personal property, when that damage is the result of:
 - 1) The Contractor's failure to conform to the contract requirements; or
 - 2) Any defect of material or workmanship.
- (d)** The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Service Contractors warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.
- (e)** The PM shall notify the Contactor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.
- (f)** If the Contractor fails to remedy any failure, defect, or damage with a reasonable time after receipt of notice, the City may replace, repair or otherwise remedy the failure, defect or damage at the Contractors expense.
- (g)** With respect to all warranties, expressed or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:
 - 1) Obtain all warranties that would be given in normal commercial practice.
 - 2) Require all warranties to be executed, in writing, for the benefit of the City.
 - 3) Enforce all warranties for the benefit of the City.

- (h)** If the Contractor's warranty under paragraph (b) of this clause has expired, the City may bring suit, at its expense, to enforce a subcontractor's, manufacturer's, or supplier's warranty.
- (i)** Unless the defect is caused by the negligence of the Contractor, subcontractor, or supplier, at any tier, the Contractor is not liable for the repair of any defects of material furnished by the City, nor for the repair of any damage that may result from any defect in City furnished materials.
- (j)** This warranty does not limit the City's rights under the Inspection and Acceptance clause of this contract, with respect to latent defects, gross mistakes, or fraud.

EXHIBIT 6 – 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

CORPORATION INDIVIDUAL
PARTNERSHIP JOINT VENTURE
OTHER: _____

2. TYPE OF LICENSE & LOCATION

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

4. NUMBER OF YEARS IN BUSINESS: _____

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

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

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

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

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 Email Address: _____
2. Location of Project: _____
Size of Project: _____
Contract Amount: _____
Contact Name: _____
Contract Address: _____
Contact telephone and Email Address: _____
3. Location of Project: _____
Size of Project: _____
Contract Amount: _____
Contact Name: _____
Contract Address: _____
Contact telephone and Email Address: _____

13. LIST **CURRENT** SIMILAR PROJECTS (LOCAL OR STATE-WIDE) UNDER CONTRACT- INCLUDE LOCATION OF PROJECT, SIZE OF PROJECT (CONTRACT AMOUNT) CONTACT NAME, ADDRESS, TELEPHONE NUMBERS.

NOTE: DETAILED INFORMATION ON THESE PROJECTS MAY ALSO BE REQUESTED IN THE RFP PACKAGE.

1. Location of Project: _____
Size of Project: _____
Contract Amount: _____
Contact Name and Title: _____
Contract Address: _____
Contact telephone and Email Address: _____
-

2. Location of Project: _____
Size of Project: _____
Contract Amount: _____
Contact Name and Title: _____
Contact Address: _____
Contact telephone and Email Address: _____

3. Location of Project: _____
Size of Project: _____
Contract Amount: _____
Contact Name and Title: _____
Contact Address: _____
Contact telephone and Email Address: _____

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 7 – EVALUATION SCORESHEET

R24-008 NA Transit Parking lot repairs		Evaluation Factor	Proposer/Bidder/Contractor		
			Vendor A	Vendor B	Vendor C
1. PROJECT SCOPE AND APPROACH		40	0	0	0
1. A. Project Approach and Scope Implementation	15		0	0	0
1. B. Quality Control and Safety	15		0	0	0
1. C. Timeline	10		0	0	0
2. EXPERIENCE/QUALIFICATIONS/MANAGEMENT AREA		30	0	0	0
2.A Past Experience	10		0	0	0
2.B References	5		0	0	0
2.C Proposed Personnel Qualifications	15		0	0	0
3. PRICE/COST AREA		30			
TOTAL AMOUNT			\$0.00	\$0.00	\$0.00
Sum/Total of Areas 1. + 2. + 3.			0.00	0.00	0.00

Overall Proposal Strengths:

Overall Proposal Weaknesses:

EXHIBIT 8 – PERFORMANCE BOND

CITY OF COLORADO SPRINGS PERFORMANCE BOND

1. KNOW ALL MEN BY THESE PRESENTS, THAT:

(Name) _____ As Principal, hereinafter called Principal, and

(Address)

(SURETY Name) _____ a corporation organized and existing under
the laws of the State of:

(SURETY Address)
and AUTHORIZED TO DO BUSINESS IN THE STATE OF COLORADO, as Surety, hereinafter called Surety, are held firmly bound to the CITY OF COLORADO SPRINGS, COLORADO, as Obligee, hereinafter called the Obligee, in the sum of: (Insert Proposal Amount in Words)
_____ (\$ _____ DOLLARS),

lawful money of the United States of America, for payment of which sum well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

2. WHEREAS, the Principal and the Obligee have entered into,

a contract dated the _____ day of _____ For the following project:

Contract # _____ which contract is by reference made a part hereof, and referred to as the Contract.

3. NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the Principal shall promptly and faithfully perform all terms, conditions and other obligations of the Contract, and any modifications or extensions thereof granted by the Obligee, then this obligation shall be null and void: otherwise this obligation shall remain in full force and effect.

4. The Surety for value received agrees that no extension of time, change in, addition to, or other alteration modification of the terms, conditions or obligations of the Contract or work to be performed 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.

Signed and sealed on the dates set forth below:

(Witness) FOR: _____
(Principals Name)

BY: _____

(Seal) ITS: _____
this _____ day of _____

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

BY: _____

(Seal) ITS: _____
this _____ day of _____

Bond # _____ This Bond (is) (is not) a SBA Guaranteed Bond.

EXHIBIT 9 – LABOR AND MATERIAL PAYMENT BOND

CITY OF COLORADO SPRINGS LABOR & MATERIAL PAYMENT BOND

1. KNOW ALL MEN BY THESE PRESENTS, THAT:

(Name) _____ As Principal, hereinafter called Principal, and

(Address) _____

(SURETY Name) _____ a corporation organized and existing under
the laws of the State of:

(SURETY Address) _____
and AUTHORIZED TO DO BUSINESS IN THE STATE OF COLORADO, as Surety, hereinafter called Surety, are held firmly bound to the CITY OF COLORADO SPRINGS, COLORADO, as Obligee, hereinafter called the Obligee, in the sum of: (Insert Proposal Amount in Words)
_____ (\$ ██████████ DOLLARS),

lawful money of the United States of America, for payment of which sum well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

2. WHEREAS, the Principal and the Obligee have entered into,

a contract dated the _____ day of _____ For the following project:

Contract # _____ which contract is by reference made a part hereof, and referred to as the Contract.

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

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

the Surety's liability or obligation on this Bond, and the surety hereby waives notice of any such extension of time, In accord with Colorado State Law, Section 38-26-105 C.R.S., actions against the Principal and Surety under this Bond shall be brought within six months after the final completion of the Contract as defined by the ordinances, rules and regulations of the City of Colorado Springs, Colorado, a home rule City, and not afterwards.

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

Page Two (2) of Labor & Material Payment Bond

Signed and sealed on the dates set forth below:

(Witness) FOR: _____
(Principals Name)

BY: _____

(Seal) ITS: _____
this _____ day of _____

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

BY: _____

(Seal) ITS: _____
this _____ day of _____

Bond # _____

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

EXHIBIT 10 – MAINTENANCE BOND

CITY OF COLORADO SPRINGS MAINTENANCE BOND

1. KNOW ALL MEN BY THESE PRESENTS, THAT:

(Name)

As Principal, hereinafter called Principal,
and

(Address)

(SURETY Name)

a corporation organized and existing
under the laws of the State of:

(SURETY Address)

and AUTHORIZED TO DO BUSINESS IN THE STATE OF COLORADO, as Surety, hereinafter called Surety, are held firmly bound to the CITY OF COLORADO SPRINGS, COLORADO, as Obligee, hereinafter called the Obligee, for the use and benefit of claimants as herein below defined, in the amount of: (Insert Proposal Amount in Words)

(\$ _____ DOLLARS)

lawful money of the United States of America, together with interest as may be provided by law, for the maintenance and guarantee obligations of the Contract, for the payment whereof Principal and Surety bind themselves, their heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

2. WHEREAS, the Principal and the Obligee have entered into,

a contract dated the _____ day of _____ For the following project:

Contract # _____ which contract is by reference made a part hereof, and referred to as the Contract.

3. NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the Principal shall promptly, properly and without cost to Obligee perform all maintenance and other guarantee obligations under the terms of the Contract, including any modifications or extensions thereof granted by the Obligee, for a period of TWO (2) year(s) from the date of final payment upon the Contract by the Obligee, and in the case of each correction or repair, during a period of one year after the date of said correction or repair or for the remaining period of years set forth herein, whichever is longer, then this obligation shall be null and void; otherwise this obligation shall remain in full force and effect.

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

Page Two (2) of Maintenance Bond

Signed and sealed on the dates set forth below:

(Witness) FOR: _____
(Principals Name)

BY: _____

(Seal) ITS: _____
this _____ day of _____

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

BY: _____

(Seal) ITS: _____
this _____ day of _____

Bond # _____

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

EXHIBIT 11 – 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

**EXHIBIT 12- FEDERAL TRANSIT ADMINISTRATION CLAUSES AND
CERTIFICATIONS
(Follows this page)**

ACCESS TO RECORDS AND REPORTS

1. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.
2. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
3. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract in accordance with 2 CFR § 200.337.
4. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

AMERICANS WITH DISABILITIES ACT(ADA)

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

BUY AMERICA REQUIREMENTS

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR § 200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7.

Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. Domestic preferences for procurements

The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. For more information please see the FTA's Buy America webpage at: <https://www.transit.dot.gov/buyamerica>

RESTRICTIONS ON LOBBYING

Conditions on use of funds.

(a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person 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 any of the following covered Federal actions: 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.

(b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.

(c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.

(d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt 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 that loan insurance or guarantee.

(e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt 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 that loan insurance or guarantee.

Certification and disclosure.

(a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:

- (1) Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- (2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.

(b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:

- (1) A Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- (2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000,

Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

(c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
- (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:

- (1) A subcontract exceeding \$100,000 at any tier under a Federal contract;
- (2) A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;
- (3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,
- (4) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement,

Shall file a certification, and a disclosure form, if required, to the next tier above.

(e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.

(f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.

(g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

(h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

BOND REQUIREMENTS

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

It is also understood and agreed that if the bidder should withdraw any part or all of their bid within [90] days after the bid opening without the written consent of the Agency, or refuse or be unable to enter into this Contract as provided above, or refuse or be unable to furnish adequate and acceptable Performance and Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, it shall forfeit its bid guaranty to the extent Agency's damages occasioned by such withdrawal, or refusal, or inability to enter into a Contract, or provide adequate security thereof.

It is further understood and agreed that to the extent the defaulting bidder's bid guaranty shall prove inadequate to fully recompense Agency for the damages occasioned by default, then the bidder agrees to indemnify Agency and pay over to Agency the difference between the bid guarantee and Agency's total damages so as to make Agency whole.

The bidder understands that any material alteration of any of the above or any of the material contained herein, other than that requested will render the bid unresponsive.

Performance Guarantee. A Performance Guarantee in the amount of 100% of the Contract value is required by the Agency to ensure faithful performance of the Contract. Either a Performance Bond or an Irrevocable Stand-By Letter of Credit shall be provided by the Contractor and shall remain in full force for the term of the Contract. The successful Bidder shall certify that it will provide the requisite Performance Guarantee to the Agency within ten (10) ~~10~~ business days

from Contract execution. The Agency requires all Performance Bonds to be provided by a fully qualified surety company acceptable to the Agency and listed as a company currently authorized under 31 C.F.R. part 22 as possessing a Certificate of Authority as described hereunder. Agency may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The Agency may secure additional protection by directing the Contractor to increase the amount of the existing bond or to obtain an additional bond.

If the Bidder chooses to provide a Letter of Credit as its Performance Guarantee, the Bidder shall furnish with its bid, certification that an Irrevocable Stand-By Letter of Credit will be furnished should the Bidder become the successful Contractor. The Bidder shall also provide a statement from the banking institution certifying that an Irrevocable Stand-By Letter of Credit for the action will be provided if the Contract is awarded to the Bidder. The Irrevocable Stand-By Letter of Credit will only be accepted by the Agency if:

1. A bank in good standing issues it. The Agency will not accept a Letter of Credit from an entity other than a bank.
2. It is in writing and signed by the issuing bank.
3. It conspicuously states that it is an irrevocable, non-transferable, "standby" Letter of Credit.
4. The Agency is identified as the Beneficiary.
5. It is in an amount equal to 100% of the Contract value. This amount must be in U.S. dollars.
6. The effective date of the Letter of Credit is the same as the effective date of the Contract
7. The expiration date of the Letter of Credit coincides with the term of the contract.
8. It indicates that it is being issued in order to support the obligation of the Contractor to perform under the Contract. It must specifically reference the Contract between the Agency and the Contractor the work stipulated herein.

The issuing bank's obligation to pay will arise upon the presentation of the original Letter of Credit and a certificate and draft to the issuing bank's representative at a location and time to be determined by the parties. This documentation will indicate that the Contractor is in default under the Contract.

Payment Bonds. A Labor and Materials Payment Bond equal to the full value of the contract must be furnished by the contractor to Agency as security for payment by the Contractor and subcontractors for labor, materials, and rental of equipment. The bond may be issued by a fully qualified surety company acceptable to (Agency) and listed as a company currently authorized under 31 C.F.R. part 223 as possessing a Certificate of Authority as described thereunder.

CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

1 Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:

- a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.
- b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

2 Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3 Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4 Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.

4.Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

5.Promoting Free Speech and Religious Liberty. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

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 FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA."

CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA Recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and

c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

DEBARMENT AND SUSPENSION

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

DAVIS BACON ACT AND COPELAND ANTI-KICKBACK ACT

For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, each FTA Recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

EQUAL EMPLOYMENT OPPORTUNITY

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 advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, 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 it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 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 contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such 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 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.

(8) The contractor will 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 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 may be directed by the Secretary of Labor 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 United States to enter into such litigation to protect the interests of the United States.

NOTICE TO THIRD PARTY PARTICIPANTS

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

FLY AMERICA

a) Definitions. As used in this clause—

1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) "United States" means the 50 States, the District of Columbia, and outlying areas. 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

(1) The contractor certifies that it:

(a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

(2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

NOTIFICATION TO FTA

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its sub agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

SOLID WASTES

A Recipient that is a state agency or agency of a political subdivision of a state and its contractors 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 during 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.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

a. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.

- iii. Telecommunications or video surveillance equipment or services procured or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- b. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- c. See Public Law 115-232, section 889 for additional information.
- d. See also § 200.471.

PROMPT PAYMENT

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

SEISMIC SAFETY

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

SPECIAL DOL EEO CLAUSE

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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 setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, 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 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.

(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 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.

(7) 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.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and 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 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 a 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.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

SIMPLIFIED ACQUISITION THRESHOLD

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States –

a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

- (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
- (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
- (3) The amount of federal assistance FTA has provided for a State Program or Project.

b. Documents - The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

SEVERABILITY

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

TERMINATION

Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency

shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

TRAFFICKING IN PERSONS

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

- (a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
- (b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or

(c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

VETERANS HIRING PREFERENCE

Veterans Employment - Recipients and subrecipients of Federal financial assistance shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

VIOLATION AND BREACH OF CONTRACT

Disputes:

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the agencies authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the agencies authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance during Dispute:

Unless otherwise directed by the agencies authorized representative, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages:

Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies:

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the agencies authorized representative and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.

Rights and Remedies:

Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Agency or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Federal Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, _____ hereby certify
(Name and title of official)

On behalf of _____ that:
(Name of Bidder/Company Name)

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and 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.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall 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. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Bidder/Company Name: _____

Type or print name: _____

Signature of authorized representative: _____ Date _____ / _____ / _____

**GOVERNMENT-WIDE DEBARMENT AND SUSPENSION
(NONPROCUREMENT)**

Recipients, contractors, and subcontractors that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person (found below); or (c) adding a clause or condition to the contract or subcontract.

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

(1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

- a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 - 1. Debarred,
 - 2. Suspended,
 - 3. Proposed for debarment,
 - 4. Declared ineligible,
 - 5. Voluntarily excluded, or
 - 6. Disqualified,
- b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 - 1. 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,
 - 2. Violation of any Federal or State antitrust statute, or,
 - 3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
- c. It is 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 listed in the preceding subsection 2.b of this Certification,

a. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,

a. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,

- a. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 - 1. Equals or exceeds \$25,000,,
 - 2. Is for audit services, or,
 - 3. Requires the consent of a Federal official, and
- b. It will require that each covered lower tier contractor and subcontractor:
 - 1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
 - 2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and

(3) It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.,

Certification

Contractor: _____

Signature of Authorized Official: _____ Date _____ / _____ / _____

Name and Title of Contractor's Authorized Official: _____

**BUY AMERICA CERTIFICATION
STEEL OR MANUFACTURED PRODUCTS**

If steel, iron, or manufactured products (as defined in 49 CFR 661.3 and 661.5) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR 661.13(b).

Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Company _____
Name _____ Title _____
Signature _____ Date _____

Certificate of Non-Compliance with Buy America Steel or Manufactured Products Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. 661.7.

Company _____
Name _____ Title _____
Signature _____ Date _____

EXHIBIT 13 – PROPOSER/BIDDERS LIST INFORMATION

This information will be used for statistical information as allowable but is required.

The City of Colorado Springs dba Mountain Metropolitan Transit (MMT) maintains bidding statistics, regarding **ALL** firms bidding on prime contracts and **subcontracts** on DOT-assisted projects in accordance with the federal regulation 49 CFR Part 26.11.

Return this form as part of your bid/proposal regardless of your Disadvantaged Business Enterprises' (DBE) and non-DBEs status. (A DBE is a firm that meets the criteria in 49 CFR 26).

Thank you for your assistance with this request. If you have any questions, comments or suggestions, please contact Jackson Simmons, MMT's DBE Liaison Officer (719) 385-5241 or Jackson.Simmons@ColoradoSprings.gov.

Firm Name: _____

Firm Address: _____

Status: Non-DBE ____ DBE ____

Company's Type of Work: _____

Month/Year firm started: _____

Annual Gross Receipts of the Firm: (check one)

_____ Less than - \$500,000

_____ \$500,001 - \$1,000,000

_____ \$1,000,001 – \$2,000,000

_____ \$2,000,001 - \$5,000,000

_____ \$5,000,001 and \$8,000,000

_____ \$8,000,001 and Above

SECTION VI

6.0 SCHEDULES

Schedule A	Price Sheet
Schedule B	General Construction Terms and Conditions
Schedule C	Asphalt Pavement Material Pre-paving Conference agenda
Schedule D	Pikes Peak Region Asphalt Paving Specifications
Schedule E	1015 Site as Built
Schedule F	1070 Striping Layout
Schedule G	1161 As-Built for Striping Reference
Schedule H	1165 Striping Layout
Schedule I	1075 and 1145 Layout
Schedule J	Transit Campus Map
Schedule K	Signs and Markings
Schedule L	Davis Bacon Wage Determination

SCHEDULE A – PRICE SHEET (To Be Added)

Pricing must include all foreseeable project costs, including material, taxes and fees, shipping and handling, delivery, installation and assembly, disposal, and overhead and profit.

Specific Area of Request:	Estimated Project Cost:
1015 Transit Drive – Site Preparation, Cleaning, and Traffic Control	\$
1015 Transit Drive – Milling and Disposal	\$
1015 Transit Drive – Hot-Applied Asphalt and Paving	\$
1015 Transit Drive – Striping	\$
1070 Transit Drive – Site Preparation, Cleaning, and Traffic Control	\$
1070 Transit Drive – Crack Fill & Repair	\$
1070 Transit Drive – Sealcoat	\$
1070 Transit Drive – Restriping, incl. Curbs & Stencils	\$
1145 and 1075 Transit Drive – Site Preparation, Cleaning, and Traffic Control	\$
1145 and 1075 Transit Drive – Parking Striping and Hashing	\$
1145 and 1075 Transit Drive – CDL Courses & BEB Restriping	\$
1145 and 1075 Transit Drive – Curb Repaint	\$
1161 Transit Drive – Site Preparation, Cleaning, and Traffic Control	\$
1161 Transit Drive – Crack Fill & Repair	\$
1161 Transit Drive – Sealcoat	\$
1161 Transit Drive – Restriping, incl. Curbs & Stencils	\$
1165 Transit Drive – Site Preparation, Cleaning, and Traffic Control	\$
1165 Transit Drive – Crack Fill & Repair	\$
1165 Transit Drive – Sealcoat	\$
1165 Transit Drive – Restriping, incl. Curbs & Stencils	\$
1190 Transit Drive – Striping Visitor Spaces	\$
Other Costs (SPECIFY BELOW)	\$
Materials Testing	\$
OH&P	\$
	Estimated Project Total
	\$

Description of Other Costs:

SCHEDULE B – GENERAL CONSTRUCTION TERMS AND CONDITIONS

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

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

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

**SCHEDULE C – ASPHALT PAVEMENT MATERIAL PRE-PAVING CONFERENCE
AGENDA
FOLLOWS THIS PAGE**

ASPHALT PAVEMENT MATERIAL PREPAVING CONFERENCE AGENDA

Project Number: Owner's Rep:
Location: Contractor:
Date: Superintendent:
Time: Foreman:

I. Attendance Roster

Name: Representing:
Email Address: Cell Number:
Name: Representing:
Email Address: Cell Number:
Name: Representing:
Email Address: Cell Number:
Name: Representing:
Email Address: Cell Number:
Name: Representing:
Email Address: Cell Number:

II. Project Organization and Status

A. OWNER/AGENCY Personnel:

1. Personnel in Charge at Paving Site:
Name/Title: Email Address:
Phone Number 1 Phone Number 2:
Name/Title: Fax Number:
2. Alternate Contact (when personnel identified in A.1 is not present):
Name/Title: Email Address:
Cell Number 1 Cell Number 2:
3. Quality Assurance Supervisor:
Name/Title: Email Address:
Cell Number 1 Cell Number 2:
4. Inspector/Duties:
Name/Title: Email Address:
Cell Number 1 Cell Number 2:
5. Inspector/Duties:
Name/Title: Email Address:
Cell Number 1 Cell Number 2:
Comments:

ASPHALT PAVEMENT MATERIAL PREPAVING CONFERENCE AGENDA (continued)

B. CONTRACTOR / DEVELOPER Personnel:

1. Quality Control Supervisor:
Name: Representing:
Email Address: Cell Number:
2. Personnel to Notify at Paving Site
Name: Representing:
Email Address: Cell Number:
3. Other:
Name: Representing:
Email Address: Cell Number:
Comments

D. Submittal and Notification of Test Results

- 1. What projects and affected owners/agencies will this JMF be provided to?
- 2. What process will be provided for submittal of test results?
- 3. Who should copies of the JMF be provided to?
- 4. Who will be responsible for OA testing?

III. Scheduling

D. Paving Sequence:

1. The Contractor will commence paving on:
2. Asphalt Pavement Material will be delivered at:
3. The Contractor proposes to work the following hours:
4. How many days per week does the Contractor intend to work?
5. What paving sequence will the Contractor follow?
6. Where will paving start?

IV. Preparation

C. Tack Coat:

1. Material type, Application Rate?

ASPHALT PAVEMENT MATERIAL PREPAVING CONFERENCE AGENDA (continued)

V. Production and Placement (continued)

ASPHALT PAVEMENT MATERIAL PREPAVING CONFERENCE AGENDA (continued)

V. Production and Placement (continued)

Striping plan: Sub Contractor or contractor to do striping?

When will striping occur?

When will striping occur?

VI. Traffic Control

A. Method of Handling Traffic:

Has the Method of Handling Traffic been submitted for the APM placement operation?

If not, when will it be submitted?

Is the traffic control plan approved?

VII. Follow Up Items

Items discussed during the meeting needing follow up.

Item for follow up	Who will follow up	Date of completion or response
1.		
2.		
3.		
4.		
5.		

**SCHEDULE D – PIKES PEAK REGION ASPHALT PAVING SPECIFICATIONS
FOLLOWS THIS PAGE**

Pikes Peak Region Asphalt Paving Specifications



**VERSION 6
MARCH 28, 2022**

Pikes Peak Region Asphalt Paving Specifications

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Pikes Peak Region Asphalt Paving Specifications

1.0 General Description

These specifications cover the requirements for the construction of Superpave Asphalt Pavement Material (APM). They include the general requirements for the construction of one or more lifts of APM on a prepared surface. The work shall consist of the preparation of the APM meeting the requirements herein, and the placement of the APM to the lines, grades, thickness, and typical cross sections shown on the plans or established by the Owning Agency Engineer. When more than one lift is required, each lift shall be compacted to the required density prior the placement of the next lift.

In these specifications, the following terminology listed in Table 1.01 defines the traffic and volume levels for the different designations.

**Table 1.01
Traffic and Volume Designation**

Designation	Volume and Loading Level
Low	≤ 300,000 ESALs *
Moderate	> 300,000 to ≤ 2,500,000 ESALs
High	> 2,500,000 ESALs
Trails and Pathways	< 100,000 ESALs - able to accommodate a 4,000 lb vehicle for safety and maintenance purposes
Parking Lots	25% of volume used for entrance roadways

*Equivalent Single-Axle Loads

2.0 Materials

The APM shall be a mixture of aggregate, approved filler or additives, and asphalt binder, and may include reclaimed asphalt pavement (RAP). The materials used in the manufacture of APM shall meet the following requirements:

Aggregates

Aggregates shall be of uniform quality, clean, hard, durable particles of crushed stone, crushed gravel, natural gravel, or crushed slag free from clay balls, vegetable matter, or other deleterious materials meeting the requirements in Table 2.01.

The coarse and fine aggregates for the APM shall be graded and combined in such proportions that the resulting composite blend meets the grading requirements of the job mix formula (JMF). The following Table 2.02 is for identification of material for bidding purposes only.

Aggregates meeting the requirements in Table 2.01 shall be used to develop the JMF for the APM. The aggregate shall be composed of clean, angular, coarse textured, and comprised of two or more fractured faces. Natural sand may be used to obtain gradation of the blended aggregate mixture but should not exceed 25 percent of the aggregate. If the percent of aggregate passing the #4 sieve is greater than 10 percent by weight of the individual aggregate sample, plasticity will be determined in accordance with American Association of State Highway and Transportation

Officials Testing procedures (AASHTO) T 90. The gradation of the aggregates used in the mixture shall meet the criteria shown in the Aggregate Master Range, Table 2.02, and shall not vary from the lower limit on one sieve to the higher limit on the adjacent sieve, or vice versa, but shall be well graded from coarse to fine. The nominal size aggregate used in the APM shall not be more than one-third the thickness of the un-compacted APM lift being constructed.

**TABLE 2.01
AGGREGATE PROPERTIES**

Property	Test Procedure	Coarse Retained on #4 Sieve	Fine Passing the #4 Sieve
Fine Aggregate Angularity ²	AASHTO T304 Method A		40% Minimum
Traffic Level Low to Moderate; Trails and Pathways			45% Minimum
Traffic Level High and Parking Lots			
Fractured Faces (minimum of 2)	CP-45 ¹	70% Minimum	
LA Abrasion	AASHTO T 96	45% Maximum	
Micro- Deval	CP-L 4211	18% Maximum	
Flat and Elongated Pieces 5:1	ASTM D4791	10% Maximum	
Sodium Sulfate Soundness	AASHTO T 104		12% Maximum Combined Coarse and Fine
Sand Equivalent ²	AASHTO T 176		45% Minimum

¹CP designates the most recent Colorado Department of Transportation material Testing Procedures.

²Tests are for the combined or blended samples.

**TABLE 2.02
AGGREGATE MASTER RANGE FOR ASPHALT PAVEMENT MATERIAL MIXTURES**

Sieve Size	Percent by Weight Passing Square Mesh Sieves		
	Grading S	Grading SX	Grading ST
1"	100		
¾"	90 - 100	100	*
½"	*	90 - 100	100
⅜"	*	*	90 - 100
#4	*	*	*
#8	23 - 49	28 - 58	28 - 58
#30	*	*	*
#200 ¹	2-8	2 - 10	2 - 10

*These additional screens will be established for the Contractor's Quality Control Testing using values from the Mix Design gradation.

*Production samples should adhere to the individual limits established from the approved design and Table 4.06

Mineral Filler

If mineral filler is required to meet the JMF, it shall conform to the requirements of AASHTO M 17. It shall consist of rock dust, slag dust, hydrated lime, hydraulic cement, fly ash, or other suitable mineral matter. Mineral filler shall have a plasticity index not greater than four (4), excluding hydrated lime and hydraulic cement. Mineral filler shall meet the grading limits shown in Table 2.03. The maximum amount of allowable hydrated lime or hydraulic cement shall not exceed three (3) percent by weight of mix.

**TABLE 2.03
MINERAL FILLER GRADING LIMITS**

Sieve Size	Mass Percent Passing
#30 (600 µm)	100
#50 (300 µm)	95 – 100
#200 (75 µm)	70 – 100

Additives

Anti-Strip shall be added into the APM. Anti-Strip agents may be liquids (added to the binder), lime (added to the aggregates), or other products, and shall be submitted for approval by the Owner/**AGENCY**.

The minimum value for Tensile Strength Ratio (TSR) shall be 80% for the mix design and 70% during production.

Hydrated Lime

When hydrated lime is used it shall be added to the aggregate. Hydrated lime shall conform to ASTM C 207, Type N (*AASHTO M 303, Type I*). The residue retained on a #200 (75µm) sieve shall not exceed 30 percent when determined in accordance with ASTM C 110.

Liquid Anti-Strip

There are various types of liquid Anti-Strips. Amine and Organo-silane type liquid Anti-Strip additives are physically mixed with the asphalt binder.

Liquid Anti-Strip agents shall be added per the manufacturer's recommendations. Typical product dosages are provided in Table 2.04.

**TABLE 2.04
LIQUID ANTI-STRIP DOSAGE RATES**

Type	Typical Dosage Rate
Amine	0.4% to 0.8%
Organo-silane	0.05% to 0.15%

Warm Mix Asphalt (WMA) and Compaction Aids

WMA chemical products which display Anti-Stripping characteristics will be classified as a liquid Anti-Strip additive.

Warm Mix Asphalt and compactions aids shall meet the requirements of Colorado Department of Transportation CDOT CP-59.

Reclaimed Asphalt Pavement (RAP)

RAP shall be allowed in the APM. It shall be of uniform quality and gradation with a maximum size particle no greater than the nominal maximum size in the APM. APM mixtures containing RAP shall meet the same gradation requirements as a virgin APM mix. APM pavements shall not contain more than 20 percent RAP, unless approved by the owning agency's engineer. The RAP shall meet all the requirements for APM pavement, as contained herein.

The Engineer may require the contractor to maintain separate stockpiles for each type of RAP material. All processed material shall be free of deleterious materials and segregation shall be minimized. Any RAP material that cannot be readily broken down in the mixing process, and/or affects the paving operation, shall be processed prior to mixing with the virgin material.

Asphalt Binder

Recommended Performance Graded asphalt binders are listed in Table 2.04, Binder Grades for APM, and shall meet the requirements listed in Table 2.05: Properties for Performance Graded (PG) Binders. Any asphalt binder supplied must be from an approved source and shall be certified by CDOT.

**TABLE 2.05
BINDER GRADES FOR APM**

Traffic Levels ¹	Binder Grades
Low	PG 58-28
Moderate	PG 58-28 or PG 64-22 ²
High	PG 64-22 or PG 64-28 ³
Trails and Pathways	PG 58-28
Parking Lots	PG 58-28

¹ For 20-Year Designs.

² Alternate binder to be approved by the Agency Engineer.

³ Shall be used for a minimum of the top mat when roadways are designated collector or higher (e.g. major collector or arterial); as specified by the Engineer.

The Contractor shall provide to the owner/agency acceptable "Certification of Compliance" of each applicable asphalt binder grade that will be used on the project. Binder grades other than those shown above shall not be used unless the proposed binder and the mix design are approved by the owner/agency.

Mixture Binder Selection

The binders in the APM will depend on the local traffic level and traffic conditions. Binder grade selection for the APM mixture for different traffic levels are shown in Table 2.05.

Tack Coat Material Requirements

Tack coat material shall be an Emulsified Asphalt conforming to AASHTO M 140 or M 208 for the designated grades.

Material Acceptance

Prior to the delivery of materials to the job site, the Contractor shall submit certification tests to the Engineer for approval, showing all materials to be used on the project meet the appropriate specifications. The certification shall show the appropriate test(s) for each material, the test results, and a statement that the materials meet the appropriate specification. Materials certification tests shall occur within the previous 12 months. If the Engineer requests samples of the materials for verification testing prior to and/or during the production of the APM, the Contractor shall deliver the requested materials to the owner's designated representative.

**TABLE 2.06
PROPERTIES OF PERFORMANCE GRADED BINDERS**

Property	PG Graded Binder Requirements				AASHTO Test No.
	58-28	64-22	64-28	76-28 ¹	
Original Binder Properties					
Flash Point Temperature, °C, minimum	230	230	230	230	T 48
Viscosity at 135 °C, Pa·s, maximum	3	3	3	3	T 316
Dynamic Shear, Temperature °C, where G*/Sin @ 10 rad/sec ≥ 1.00 kPa	58	64	64	76	T315
Ductility, 4°C (5cm/min) cm, minimum			50		T 51
Toughness, joules, minimum			12.4		CP L-2210 ²
Tenacity, joules, minimum			8.5		CP L-2210 ²
RTFO Residue Properties AASHTO T 240					
Mass Loss, percent maximum	1	1	1	1	T 240 CPL 2215
Dynamic Shear, Temperature °C where G*/Sin @ 10 rads ≥ 2.20 kPa	58	64	64	76	T315
Elastic Recovery, 25 °C, percent minimum				50	T-301
Ductility, 4 °C (5 cm/min) cm, minimum			20		T 51
Pressure Aging Vessel Residue Properties, Aging Temperature 100 °C AASHTO R28					
Dynamic Shear, Temperature °C where G*/Sin @ 10 rads ≤ 5000 kPa	19	25	22	28	T315
Creep Stiffness, @ 60 s, test Temp. in °C	-18	-12	-18	-18	T-313
S, maximum, MPa	300	300	300	300	T313
m-value, minimum	0.3	0.3	0.3	0.3	T313

¹ Special grades used for unique loading or climate conditions. ² CDOT Test Method.

3.0 Asphalt Pavement Material Mixture Composition

The APM shall be composed of well-graded aggregate, mineral filler, and/or asphalt binder, and if needed, additives as described above.

Mix Design

The Contractor shall submit the mix design to the owner/agency for approval seven (7) days prior to the beginning of paving operations. The mix design for all mixtures used on the project shall be approved by the owner/agency prior to the start of any paving operation. The mix design of all mixtures used shall be developed using the CDOT Superpave mix design procedures and shall be stamped (sealed) by an engineer licensed in the State of Colorado practicing in this field. If any component of the mix design is changed, a resubmittal of the mix design will be required and approval obtained by the owner/agency prior to use.

The Contractor shall submit as part of the mixture design the following items:

- Source(s) of materials.
- Aggregate gradation, specific gravity, source and description of individual aggregates and the final mixture blend.
- Aggregate physical properties.
- Source and grade of PG binder along with binder certification.
- Proposed JMF: aggregate and additive blending, final gradation shown on a 0.45 power graph, optimum binder content.
- Mixing and compaction temperatures.
- N_{des} (N = number of gyrations).
- Mixture properties determined at the minimum of four binder contents and interpolated at optimum and graphs showing mixture properties versus binder content.
- Additives - product name and manufacturer.
- When a liquid Anti-Strip additive is used, the submittal shall include the following information with the mix design submission:
 - Information on the type of liquid Anti-Strip additive to be supplied, including product name, product manufacturer/supplier - Additive rate
 - TSR values for the treated mixes
 - The proposed method for incorporating the additive into the plant produced mix.
 - Liquid Anti-strip Agent shall be added to the specified PG grade binder, manufactures recommendation.
- Percent of RAP, if used in the mixture.

The mix design(s) shall meet the requirements of Table 2.02 - Aggregate Master Range for Asphalt Pavement Material Mixtures, Table 2.04 - Binder Grades for APM, Table 3.01 - Superpave Mixture Properties, and Table 3.02 - Voids in Mineral Aggregate. Mixes shall be designed for air voids of 3-4 percent with a target of 3.5 percent, unless approved by the Agency Engineer. The APM will be designed for the traffic level, nominal aggregate size and binder grade designated or as specified in the Project Special Provisions.

**TABLE 3.01
SUPERPAVE MIXTURE PROPERTIES**

Test Property	Trails Parking Lots	All Traffic Levels
Design Gyration, N_{des}	50	75 ¹
Hveem Stability (CP-L 5106)	28 min.	28 min.
Voids Filled w/Asphalt, (VFA), % (AI-MS-2)*	70 - 80	65 - 80
Lottman, Tensile Strength Ratio, % Retained (CP-L 5109) (Optimum AC)	80 min. ²	80 min. ²
Dry Split Tensile Strength, PSI, (CP-L 5109)	30 min.	30 min.
Dust to Asphalt Ratio (CP-50)	0.6-1.2	0.6-1.2

*AI MS-2 = Asphalt Institute Manual Series 2

¹ Unless otherwise specified by the Engineer.

² Lottman requirement is 80 min. for mix design and 70 min. for field acceptance.

**TABLE 3.02
VOIDS IN MINERAL AGGREGATE**

Nominal Maximum Particle Size *	Minimum VMA - %		
	Design Air Voids - %		
	3	3.5	4.0
3/8"	15.5	15.6	15.7
1/2"	14.5	14.6	14.7
3/4"	13.5	13.6	13.7
1"	12.5	12.6	12.7

The nominal maximum particle size is one sieve size larger than the first sieve to retain more than 10%.

If the Contractor proposes to use RAP in the APM, all resulting mixtures must meet the same requirements as mixtures that do not contain RAP. The RAP shall be of uniform quality. The maximum size of the RAP shall be 1½" prior to the introduction into the mixer. The maximum aggregate size contained in the combination of RAP and new aggregate shall not exceed the maximum specified in Table 2.02.

Plant Mix Production Verification

Mixture(s) being produced by the plant shall be verified during initial production or prior to the start of the placement of the mixture(s). Verification shall be performed by a **LabCAT Level C** certified technician(s) to verify the volumetric properties of the mixture(s). Verification shall consist of three (3) consecutive tests, each test representing a separate production run, that have met all the requirements of Table 3.03. If the mixture(s) were produced for another project within the last 90 days, verification results from that project can be submitted for this verification. Superpave mix design volumetric tolerances for the approved APM(s) shall be within the limits shown in Table

3.03.

**TABLE 3.03
APM DESIGN VERIFICATION TOLERANCES**

Property	Tolerance
Air Voids	± 1.2%
VMA	± 1.2%
Asphalt Binder Content	± 0.4%
Stability	Applicable minimum

4.0 Asphalt Pavement Material Construction

Pre-paving Meeting

Prior to the start of the paving season, project, or operation, all key parties involved in the supply, haul, placement, compaction, inspection and quality control, and quality assurance (PC/OA) of the APM shall attend a pre-paving meeting to go over procedures and acceptance of the APM. The layout and PC for joints shall also be discussed. The meeting may be scheduled by the Engineer. Areas of responsibility and contact names and phone numbers will be shared. Refer to the Guideline for Pre-Paving Meetings, Appendix A.

Paving Schedule

The Contractor shall arrange the work in such a manner as to cause minimum inconvenience to the traveling public and the abutting property owners. The Contractor shall submit to the Engineer a plan of this operation. In general, the Contractor shall be allowed to proceed as he proposes. However, the Engineer retains the authority to order the Contractor to schedule the proposed operation in another manner if such a change in schedule is to the benefit of the owner and beneficial to the interests of a good project. The Contractor shall arrange to have the haul vehicles operate over roads that will not be damaged by such vehicles. The Contractor shall provide all necessary Traffic Control in conformity with the current MUTCD requirements. Traffic Control shall be paid for as specified in the contract documents.

Weather Restrictions

The APM shall be placed on properly constructed, tested, and approved surfaces free of standing water, frozen subgrade, and snow and/or ice. During light rain events or other less than ideal conditions, the contractor shall perform extra Quality Control density testing, in accordance with Industry Best Practices, to assure that the pavement meets project specifications. The APM shall be placed in accordance with the temperature limits shown in Table 4.01 and only when weather conditions permit the pavement to be properly placed and compacted, as determined by the Engineer.

Placement and compaction of the APM may be accomplished at temperatures less than shown in Table 4.01 when meeting the compaction requirements stated herein and obtaining approval from the controlling governmental agency. Approval for placement at temperatures less than shown in Table 4.01 is based on a Quality Control Plan (PCP) specific to cold weather paving,

submitted by the contractor and approved by the owner agency prior to authorizing asphalt placement in temperatures below those recommended in Table 4.01. The PCP will outline how the contractor plans to modify their regular operations when it comes to mixing, hauling, laydown, compaction, and PC testing to provide asphalt pavement that meets the construction requirements.

**TABLE 4.01
APM PLACEMENT TEMPERATURE RECOMMENDATIONS:**

Paving Course	Thickness	Unmodified Asphalt Binder Minimum Surface and Air Temperature °F	Modified Asphalt Binder Minimum Surface and Air Temperature °F
Surface	1 ½ - < 3"	50	60
Surface	≥ 3"	45	50
Subsurface	1 ½ - < 3"	40	40
Subsurface	≥ 3"	35	35

Air temperature is to be taken in the shade. Surface is defined as the existing base on which the new pavement is to be placed.

CDOT Table 401-3 for Placement Temperature Limitations in °F shall be observed for thicknesses < 1 ½".

Paving outside the recommended temperatures requires adherence to warm mix asphalt quality control plan approved by the owner/agency.

APM Production Facilities

The APM plant used to produce the asphalt aggregate mixture shall meet the requirements of AASHTO M 156 and shall have adequate capacity and be maintained in good mechanical condition. The plant shall control dust, smoke, or other contaminants such that it meets the Colorado Air Quality Control Act, Title 25, Article 7, Colorado Revised Statutes (CRS) and all regulations promulgated there under.

Scales

The APM shall be weighed on approved scales furnished by the Contractor or on public scales at the Contractor's expense. Such scales shall be inspected and sealed as often as the Engineer deems necessary to assure their accuracy.

Inspection of Plant

The Engineer or authorized representative shall have access, at all times, to all areas of the plant to check the adequacy of the equipment, inspect the operation of the plant, verify weights, proportions, and material properties, and to check the temperatures maintained in the preparation of the mixtures.

Storage Bins and Surge Bins

APM may be stored provided the characteristics of the mixture are not altered by such storage.

If the Engineer determines there is an excessive amount of heat loss, segregation, or oxidation of the mixture or other adverse effects on the quality of the finished product due to the temporary storage, corrective action shall be taken. Unsuitable mixture shall be disposed of at the Contractor's expense. In no case shall APM be stored more than 60 hours from time of production.

Hauling Equipment

Trucks used for hauling APM shall have tight, clean, and smooth metal beds. To prevent the mixture from adhering, the truck beds shall be lightly coated with a minimum amount of paraffin oil, lime solution, or other approved release agent material. Petroleum distillates such as kerosene or fuel oil will not be permitted. Each truck shall have a cover of canvas or suitable cover to protect the mixture from adverse weather and to maintain temperature of the mixture. When necessary, to ensure the mixture will be delivered to the site at the specified temperature, truck beds shall be insulated or heated and covers securely fastened.

Placement Equipment

Pavers shall be self-propelled, with activated screed assemblies, and heated as necessary, to spread and finish the APM to the specified width, thickness, smoothness, and grade shown on the plans. The pavers shall have sufficient power to propel themselves and the hauling equipment without adversely affecting the finished pavement surface.

The receiving hopper of the paver shall have sufficient capacity to permit a uniform spreading operation. The hopper shall be equipped with a distribution system to place the mixture uniformly in front of the screed without segregation. The screed shall effectively produce a finished surface of the required evenness and texture without tearing, shoving, or gouging the mixture.

The paver shall be capable of operating at consistent speeds to apply the mixture in an even, continuous layer, avoiding stop and go operations. If an automatic grade and slope control device is used, the paver shall be equipped with a control system capable of automatically maintaining the specified screed elevation. The control system shall be automatically actuated from a reference line or through a system of mechanical sensors or sensor-directed mechanisms, which will maintain the paver screed at a predetermined transverse slope and at the proper elevation to obtain the required surface. The transverse slope controller shall be capable of maintaining the screed at the desired slope within ± 0.1 percent.

If the Contractor fails to obtain and maintain the specified surface tolerances, the paving operations shall be suspended until satisfactory corrections, repairs, or equipment replacements are made.

Compaction Equipment

All compaction equipment used on the project for obtaining the required density of the APM pavement shall be self-propelled vibratory, steel wheel, or pneumatic tire type capable of obtaining 94% ($\pm 2\%$) of the maximum theoretical density without crushing the aggregate. They shall be in good condition and capable of operating at slow speeds to avoid displacement and tearing of the APM mixture. Vibratory rollers shall be equipped with separate energy and propulsion controls. The number, type, and weight of rollers shall be sufficient to compact the

mixture to the required density while it is still in a workable condition. The use of equipment, which causes excessive crushing of the aggregate, will not be permitted.

Asphalt Pavement Material Mixture Production

The APM mixture shall be produced in a plant meeting the requirements of Section 4. D. The dried aggregates and asphalt binder shall be combined in the plant in the quantities required to meet the JMF.

Preparation of the Asphalt Binder

The asphalt binder shall be heated in a manner that will avoid local overheating and provide a continuous supply of the binder material to the plant at a uniform temperature. The temperature of the asphalt binder delivered to the mixer shall be sufficient to provide a suitable viscosity for adequate coating of the aggregate particles but shall not exceed the maximum temperature prescribed by the asphalt binder refiner.

Preparation of the Aggregate

The aggregate for the mixture shall be dried, and the temperature and rate of heating shall be such that no damage occurs to the aggregates. The temperature of the aggregate and mineral filler shall not exceed 350°F when the asphalt is added. Particular care shall be taken that aggregates high in calcium or magnesium content are not damaged by overheating. The temperature shall not be lower than is required to obtain complete coating and uniform distribution on the aggregate particles and to provide a mixture of satisfactory workability. When hydrated lime is required to achieve complete and uniform coating of the aggregate by the asphalt binder, it shall be added to the aggregate in either slurry or a dry form and then thoroughly mixed in an approved pug mill. The slurry shall contain a minimum of 70 percent water by weight. If dry hydrated lime is used, it shall be added to the wet aggregate at a minimum of two (2) percent above saturated surface dry and then mixed thoroughly in an approved pug mill. Care should be taken to not add more moisture to the aggregate than required to insure proper coating.

Preparation of the Asphalt Pavement Material Mixture

The heated and dried aggregates and the asphalt binder shall be combined by weight in the mixer in the amount specified by the JMF. The materials shall be mixed until the aggregate is completely and uniformly coated, and the asphalt cement is uniformly distributed throughout the aggregate. Baghouse fines shall be fed back to the mixing plant in a uniform and continuous manner to maintain uniformity in the mixture. The baghouse, fines feeder, auger, and related equipment shall be in good working condition and operated in accordance with manufacturer's recommendation. If the Engineer determines that non-uniform operation of the equipment is detrimental to the mixture, paving operations may be suspended until the Contractor takes appropriate action.

The temperature of the APM, for different asphalt binder grades, when discharged from the plant, shall be within the maximum and minimum limits shown in Table 4.02. The APM shall be produced at the lowest temperature within the specified temperature range that produces a workable mix and provides for uniform coating of aggregates (95% minimum in accordance with AASHTO T 195) and allows the required compaction to be achieved.

Warm Mix Asphalt Production

The use of warm mix asphalt (WMA) is allowed, provided all material requirements and specification standards are met and as approved by the owner/agency. Use of WMA must also

comply with the CDOT-approved list of Warm Mix Asphalt Technologies and Warm Mix Asphalt Contractors (CP-59).

The contractor shall provide a quality control plan for the production and placement of WMA to be approved by the owner/agency.

**TABLE 4.02
APM TEMPERATURE LIMITS³**

Asphalt Grade	Minimum Mix Discharge Temperature, °F ¹	Minimum Delivered Mix Temperature, °F ²
PG 58 - 28	275	235
PG 64 - 22	290	235
PG 64-28	320	280
All temperatures shall be determined using a calibrated thermometer.		
1. Reference the supplier's recommendation for temperatures; varies from producer to producer and asphalt supplier; need to follow the viscosity charts provided by the asphalt supplier.		

¹The maximum mix discharge temperature shall not exceed the minimum discharge temperature by more than 30 °F.

² Delivered mix temperature shall be measured from the paver hopper.

³ These temperature limits shall apply to warm mix asphalt (WMA). WMA shall be produced at temperatures in accordance with the APM technology and to meet production and compaction specifications as accepted by the Agency. Deviation from this Temperature Limit table shall require an approved quality control plan(PCP) by the owner agency.

Preparation of the Underlying Surface. (Subgrade, Milled, Full Depth Reclamation, etc.)

The APM shall be placed on a prepared surface as outlined by the owner/agency. Prior to the placing of the mixture, irregularities in the underlying surface shall be brought to uniform grade and cross section. The surface shall be cleaned of all dust and debris. A tack coat shall be applied as required by the owner/agency.

Tack Coat

This work consists of preparing and treating the surface receiving the APM in accordance with these specifications and in conformity with the lines shown on the plans or established by the Engineer. Existing asphalt surfaces receiving an asphalt overlay, existing vertical concrete surfaces such as curb, gutter, cross pan(s), and manholes, or the underlying courses of multi-course asphaltic pavement structure, shall receive a tack coat to ensure bonding of the new mat, or as directed by the engineer.

The asphaltic material for all tack coats shall meet the requirements of Section 2.E.2. The emulsified asphalt shall be diluted to not more than 1:1 with water and applied at a rate of 0.08-0.2 gallons per square yard of diluted material. The Engineer may direct other application rates to match the age and/or condition of the surface.

Before applying the tack coat, surfaces shall be cleaned of all dirt and other debris to ensure adequate bond between tack surface and asphaltic mat. Tack coats shall not be applied when the surface to receive the tack coat is wet or when weather conditions would prevent the proper construction of the tack coat. The surface shall be allowed to cure to permit drying and setting of the tack coat prior to the paving operation.

The Contractor shall provide equipment for heating and uniformly applying the tack coat material. The distributor or equipment for applying the tack coat shall be capable of uniformly spraying the material at an even temperature and uniform pressure on variable widths of surface up to 15 feet in width at readily determined and controlled rates as required.

The tack coat shall be applied in a uniform and continuous spread. When traffic is maintained, sufficient width shall be left to adequately handle traffic. Care shall be taken so the application of the tack coat materials at the junctions of spreads does not exceed the specified quantity. Excess material shall be removed or distributed as directed. Tack coat shall not be placed on any surface where traffic will travel on the freshly applied material.

Patching

Remove the backfill material to the depth and extent required by the owner/agency engineer. Prepare the subsurface with the required base course and/or Portland Cement concrete subsurface as specified by the owner/agency engineer. Depths and/or thickness of base course, Portland Cement concrete, and/or asphalt pavement shall be as indicated on the drawings. The asphalt pavement shall be a minimum of four (4) inches or equal to the existing pavement thickness, whichever is greater or as specified in the plans or specifications. The backfill and base course material shall be thoroughly compacted to the densities as specified by the owner with a roller for large areas and smaller hand operated compactor for small patches. Thoroughly compacted, where found in these specifications, is intended to mean compaction by the contractor

using their best effort or until further consolidation is unlikely using mechanical or hand tampers where a roller cannot be used. These areas are still subject to testing if requested by the owner.

Existing pavement may be rough cut initially in conjunction with trenching; however, a square, even vertical cut shall be made in the existing APM pavement after placement of backfill and prior to pavement replacement. The square vertical cut shall be made at a minimum of 12 inches back from the limits of excavation line as designated by the agency inspector. Before placement of the new pavement, the cut edges shall be thoroughly cleaned, and a tack coat shall be uniformly and evenly applied to vertical faces. The patch shall be made with placement of an approved APM.

In large patches or whenever possible, a self-propelled paving machine shall be used to place the mixture. The material shall be placed to the grade and thickness required to allow for compaction by rolling. The APM shall be compacted using the number, weight, and type of rollers required to provide 94% (+/- 2%) of the maximum density of the approved JMF. Rolling shall continue until roller marks are eliminated.

Tack Coat is required between lifts of APM when patching, or as directed by engineer.

In small patches, where the use of rollers is not practical, the material shall be hand placed or placed with a spreader box without separation of the material and thoroughly compacted by best effort and no further consolidation is possible in the pavement.

Hauling of APM

Transporting the APM from the plant to the job site shall be done in vehicles meeting the requirements of Section 4.E. The Contractor shall have an adequate number of vehicles so delivery of the APM can be continuous with a minimum of interruptions of material to the paving equipment for a continued non-stop paving operation and before the temperature of the APM material falls below 235 °F for non-modified material or not less than 280 °F for polymerized modified material. WMA shall be delivered at temperatures to meet production and compaction specifications. Deliveries shall be planned so the placing and compaction of all the mixture prepared for one day's operation can be completed during daylight unless adequate artificial lighting is provided by the Contractor and approved by the Engineer. When the atmospheric temperature is less than 50° Fahrenheit, all loads shall be delivered continuously in covered vehicles meeting the requirements in Section 4.E. Hauling over newly placed mixture shall not be permitted until the mixture has been compacted as specified and allowed to cool sufficiently so vehicular traffic does not damage or deform the final lift.

Placing of APM

The APM shall be placed using equipment meeting the requirements in Section 4.F to the established grade and required thickness over the entire width or partial width as practicable.

The mixture shall be laid upon an approved surface, spread, and struck off to obtain the required grade and elevation after compaction. The thickness of the mixture being placed should be such that after compaction is achieved, the finished mat will be even with the existing adjacent mat. Raking is discouraged and should not be allowed if it is causing segregation in the mat. Casting or raking that causes any segregation will not be permitted.

On areas where the use of mechanical spreading and finishing equipment is impracticable, the mixture shall be carefully dumped, spread, raked, screeded, and luted by hand tools to the required compacted thickness plus the amount necessary to achieve the required compacted

thickness. Carefully move or minimally work the APM mix with the use of rakes, lutes, or shovels to avoid segregation. Mixtures made with modified asphalt cement require more rapid completion of handwork areas than for normal mixtures. Hauling and placement sequences shall be coordinated so that the paver is in constant motion. Excessive starting and stopping should be avoided. If stopping and starting of the paving operation cannot be avoided, it should be done as rapidly as possible within reason. A construction joint shall be placed any time the paver stops, and the screed drops enough to cause a surface dip in violation of Table 4.07 for smoothness, or the mat temperature falls enough that the compaction cannot be obtained as specified.

When echelon paving is permitted and approved by the Engineer, production of the mixture shall be maintained so pavers can be used in echelon to place the wearing course in adjacent lanes.

When material is shoveled, it shall be deposited by turning the shovel over above the desired area. No "slinging" of the shovel will be permitted. The hand placed material shall be smoothed and left higher than the machine laid material by about 1/4 inch per inch of depth prior to rolling. If the machine laid mixture has been rolled, then the hand laid mixture shall be smoothed and left higher than the rolled pavement by about 1/4 inch per inch depth. The majority of the raker's work shall be done with a lute rather than a tined rake.

Segregation

The APM shall be transported and placed on the roadway without segregation. If at any time the Engineer observes segregated areas of pavement, s/he will notify the Contractor immediately. Further laydown operations will then be at the Contractor's risk. Any segregated areas behind the paver shall be removed upon verification. The segregated material shall be replaced with specification material.

After rolling, segregated areas will be delineated by the Engineer and evaluated as follows:

The Engineer will delineate the segregated areas to be evaluated and inform the Contractor of the location and extent of these areas within two calendar days, excluding weekends and holidays, of placement.

In each segregated area or group of areas to be evaluated, the Contractor shall take five 10-inch cores at random locations designated by the Engineer. In accordance with CP 75, the Contractor shall also take five 10-inch cores at random locations designated by the Engineer in non-segregated pavement adjacent to the segregated area. These cores shall be within 30 feet of the boundary of the segregated area and in the newly placed pavement. The coring shall be in the presence of the Engineer and the Engineer will take immediate possession of the cores. The Contractor may take additional cores at the Contractor's expense.

Gradation of the aggregate of the cores will be determined in accordance with CP 46.

The core aggregate gradations from the segregated area will be compared to the core aggregate gradations of the corresponding non-segregated area.

Two key sieves of the core gradations from the segregated area will be compared to the core gradations from the corresponding non-segregated area to determine the difference. If differences for both key sieves exceed the allowable difference specified in Table 4.03, the area is segregated.

**TABLE 4.03
SEGREGATION DETERMINATION**

Mix Grading	Key Sieves	Allowable Difference, %
ST,SX, S	2.36 mm (#8) 4.75 mm (#4)	9

Segregated areas in the top lift shall be removed and replaced, full lane width, at the Contractor's expense. The Engineer may approve a method equivalent to remove and replace if the results in a non-segregated top lift. Segregated areas in lifts below the top lift, smaller than 50 square feet per 100 linear feet of lane width, will be corrected by the Contractor at the Contractor's expense in a manner acceptable to the Engineer. Segregated areas larger than 50 square feet per 100 linear feet of lane width in any lift shall be removed and replaced, full lane width, by the Contractor at the Contractor's expense.

If the area is determined to be segregated, the coring(s) will be at the expense of the Contractor. If the area is determined to be non-segregated, the Engineer shall reimburse the Contractor the actual cost for obtaining the 10 cores, not to exceed \$2,000.

Lift Thickness

Each lift of compacted asphalt pavement shall be of uniform thickness. The minimum un-compacted lift thickness shall be three (3) times the nominal aggregate size of the mixture. The maximum compacted lift thickness shall not exceed six (6) times the nominal maximum aggregate size unless the Contractor can demonstrate the ability to achieve required compaction of thicker lifts without damaging the surface or fracturing the aggregate. Placement of lifts thicker than four (4) inches compacted asphalt shall be approved by the Owning Agency Engineer prior to placement.

The final lift, when placed adjacent to guttering, shall extend ¼ to inch above the lip of the gutter when compacted for a catch curb and gutter and shall be even with the street face for a spill curb and gutter at the time of construction. The asphalt mat shall be flush with the lip of gutter and/or concrete edge at all pedestrian crossings and/or curb ramps.

The average compacted total pavement thickness shall be determined as specified in Table 4.07.

Joint Construction

The formation of all joints shall be made in such a manner as to ensure a continuous bond between the courses and to obtain the required density. All joints shall have the same texture and smoothness as other sections of the mat and shall meet the requirements for smoothness and grade.

The roller shall not pass over the unprotected end of the freshly laid mixture except when necessary to form a transverse joint. When necessary to form a transverse joint, it shall be made by means of placing a bulkhead or by tapering the course.

The free edge of the paved pass shall be laid as straight as possible and to the satisfaction of the Engineer. This joint shall be spray tack coated prior to placement of adjacent paving.

The new compacted mat shall overlap the adjacent previous placed mat no more than 1.5 inches. Excess overlap or thickness shall not be raked or cast onto the new mat but shall be wasted by pulling back and removing. The hot edge shall be blocked or bumped in a smooth line consistent with the previous longitudinal edge. Minor raking will only be allowed to correct major grade problems or provide mix around manholes and meter covers.

Longitudinal Joints

The longitudinal joint in both a new pavement and an overlay pavement layer shall offset the joint in the layer immediately below by a minimum of 6 (six) inches. In multiple lift (three lifts or more) construction, the joint in any succeeding lift shall not be placed in line of any of the previous lifts. The joints in any pavement layer shall not fall in a wheel path. The Contractor shall submit a longitudinal joint and pavement marking plan three (3) days prior to the Pre-Paving Conference. The plan shall show the location and configuration of the proposed longitudinal joints and pavement markings and shall detail the methods to be used in the field to establish a control line. The Contractor shall use a continuous string line to delineate every longitudinal joint during paving operations. All exposed string line shall be picked up and disposed of at the end of each day's paving. Paving shall not commence until the plan has been approved in writing by the Engineer.

The joints in the top layer of pavement shall be located as follows unless otherwise approved in writing by the Engineer:

For two lane roadways, offset six (6) to 12 inches from the center of pavement and from the outside edge of the travel lanes.

For roadways of more than two (2) lanes, offset 6 to 12 inches from lane lines and outside edge of travel lanes.

Longitudinal joints shall not cross the centerline, lane lines or edge line unless approved by the Engineer.

Where paving operations are on the present traveled roadway, the Contractor shall arrange paving operations so there will be no exposed longitudinal joints between adjacent travel lanes longer than 25 feet at the end of a day's run. With the approval of the Engineer, the Contractor may be permitted to:

Leave a vertical exposed longitudinal joint when the thickness of the pavement course being placed is 1.5 inches or less.

Leave an exposed longitudinal joint when the thickness of the pavement course being placed is greater than two (2) inches provided that the top one (1) inch of the longitudinal joint shall be vertical. The remainder of the joint, below one (1) inch vertical portion, shall be tapered. The minimum width of the taper shall be two times the remaining thickness of the pavement course.

In the methods listed in paragraphs (1) and (2) above, all contact surfaces shall be given a tack coat of bituminous material before placing any fresh APM against the edge.

Transverse Joints Along with the longitudinal joint plan, the Contractor shall submit a transverse joint plan showing the locations and the methods to be used to construct transverse joints. The

Engineer must approve such plans prior to paving. Placing of the APM shall be continuous with a minimum of transverse joints.

Rollers shall not pass over the unprotected end of a freshly laid mixture. Transverse joints shall be formed by cutting back on the previous run to expose the full depth of the course. Tack coat material shall be applied to contact surfaces of all joints just before additional mixture is placed against the previously compacted material.

The end of transverse joints shall be located so they will be constructed with a full head of mix in front of the screed. When butt joints are constructed, runoff boards shall be used to support the roller on the downstream side of the joint. All tapered sections, rounded edges and segregated areas shall be removed to achieve a vertical face at the butt joint before paving is restarted.

When a tapered joint is required for traffic access, the ramp shall be removed back to a full depth before paving is restarted.

When restarting paving operations, the paver screed shall be placed on starter blocks on the completed side of the transverse joint. The starter blocks should be approximately 25 percent of the thickness of the existing completed mat, so that adequate grade and compaction can be achieved on starting the paving operation.

Compaction The APM shall be compacted by rolling. The number, weight, and type of rollers furnished shall be sufficient to obtain the required density while the mixture is in a workable condition. Compaction shall begin immediately after the mixture is placed and be continuous until the required density is obtained. When the mixture contains unmodified asphalt binder (PG 58-28 or PG 64-22), and the surface temperature falls below 185°F, further compaction effort shall not be applied unless the contractor can demonstrate no damage to the surface of the asphalt pavement. If the mixture contains modified asphalt cement (PG 76-28 or PG 64-28) and the surface temperature falls below 230°F, further compaction effort shall not be applied unless the contractor can demonstrate no damage to the surface of the asphalt pavement.

Roller marks shall be removed with the finish rolling. Use of vibratory rollers with the vibrator on will not be permitted during surface course final rolling and will not be permitted on any bridge decks covered with waterproofing membrane.

Pavement shall be compacted to a density of 94% (\pm 2%) of the maximum theoretical density, of the approved JMF. Field density determinations will be made in accordance with CP 44 or CP 81 (see Table 4.07). Core samples and compaction testing locations shall include a representative sampling (20% - 30%) of tests taken at 12 inches from visible joint lines for one lift paving and 18 inches from visible joint lines for multiple lift paving, for both longitudinal and transverse joints, to verify correlation between mat density and joint density. The joint density requirement shall be a minimum of 90 percent of the maximum theoretical density. If nuclear density measurements indicate results outside the tolerance limits, cores shall be used to verify results.

Along forms, curbs, headers, walls, and all other places not accessible to the rollers, the mixture shall be thoroughly compacted with mechanical tampers. Locations too narrow for mechanical tampers shall be compacted with a hand tamper to achieve the best density.

Any mixture that becomes loose and broken, mixed with dirt, or is in any way defective, shall be immediately removed and replaced with fresh hot mixture, and compacted to conform to the surrounding area.

Testing and Inspection

Process Control (PC) (previously Quality Control)

For the purposes of this Specification, PC is defined as the program employed by the APM Supplier and Paving Contractor ("Contractor") for controlling the production and installation of APM pavements in compliance with this Specification and industry standards. PC of the work will be based on the implementation of the Contractor's Process Control Plan, on the results of PC testing, and on the following characteristics of the APM and the completed pavement:

- Binder Grade Certification
- Asphalt Binder Content
- Aggregate Gradation
- Air Voids
- Voids in the Mineral Aggregate (VMA)
- Mat Density
- Mat Thickness
- Mat Smoothness
- Lottman Tensile Strength

Process Control (PC) testing shall typically be performed by the APM Supplier/Paving Contractor using the APM Supplier's lab. PC testing shall include both the plant-produced materials as specified in Tables 4.05 and 4.06, and the field-placed material as specified in Table 4.07. Test results from each day's production shall be completed and submitted as soon as possible to the owner/agency engineer's representative. Failing PC test results shall be reported within one (1) business day.

Testing facilities shall conform to AASHTO requirements, including R-18. Personnel performing sampling and testing of APM, in the lab and in the field, shall possess the appropriate and current LabCAT certification or combination of certifications, issued by the Rocky Mountain Asphalt Education Center for all sampling and testing performed.

Owner Acceptance (OA) (previously QA)

For the purposes of this Specification, OA is defined as the program employed by an Owner/Agency, for assuring compliance with this Specification and industry standards, for ensuring that the Contractor's PC program is functioning properly, and for accepting the finished AMP pavement product. Developers as interim owners provide the OA testing on development projects.

The owner/agency reserves the right to conduct Owners Assurance (OA) testing on all features of the APM production and paving operations. The owner/agency will pay for passing OA tests on City/County contracts. The Developer will pay for passing OA tests on development projects. Failing tests and required retests and corrective actions will be paid for by the Contractor, if sampling and testing are performed in accordance with proper procedures. The cure for failed

testing is at the discretion of the owner/agency, and may include removal and replacement, deductive change order, or extended warranty with financial assurance.

OA of the work will be primarily based on the following characteristics of the APM and the completed pavement:

- Asphalt Binder Content
- Aggregate Gradation
- Mat Density (Including Joints)
- Mat Thickness
- Mat Smoothness

VMA/volumetric OA testing will normally be reserved for larger jobs (greater than 5000 tons) and utilized at the discretion of the owner/agency by special provision and include a check test program in accordance with CP-13.

OA tests will be performed by either an Independent Testing Lab or by an owner/agency laboratory. Testing facilities shall conform to AASHTO requirements, including R-18. Personnel performing testing, in the lab and in the field, shall possess the appropriate and current LabCAT certification or combination of certifications issued by the Rocky Mountain Asphalt Educations Center (RMAEC) for all testing performed. Failing OA test results shall be provided to the Contractor/Developer and APM Supplier within one (1) business day.

Testing Responsibilities

Capital Projects and Overlays For capital projects, overlays, and similar projects that are managed directly by contracts between the owning agency and general contractors, paving contractors and/or APM suppliers.

Process Control (PC) (previously **QC**) In general, PC for overlays and capital projects will be managed by the APM Supplier or Paving Contractor, primarily using the APM Supplier's lab.

OA The Owner will augment the Contractor's PC program by providing an independent testing laboratory for the required testing frequencies as specified in Table 4.07 – "Field Acceptance Testing", or as specified in the contract. Additional OA tests on both plant-produced materials and field-placed materials may be ordered by the Owner's representative from an independent testing laboratory at any time as deemed necessary by the Owner's project manager.

Development Projects

PC For development projects, PC testing will be performed by the Contractor. The plant-produced APM will be tested by the APM Supplier's lab as specified in Tables 4.05 and 4.06. The field-placed material shall be tested by the Contractor's lab as specified in Table 4.07.

OA The plant-produced and field-placed material shall also be tested by an independent testing laboratory, as specified in Tables 4.04, 4.06 and 4.07, paid for by the Developer. The Developer may order additional testing as necessary to assure compliance with this Specification. Additional PA tests on both plant-produced materials and field-placed materials may also be ordered and paid for by the owner/agency's representative from an independent testing laboratory at any time deemed necessary by the owner/agency's representative.

Summary - Table 4.04 – "Testing Responsibilities" summarizes these requirements.

Testing Frequencies and Tolerances

Plant-Produced Material Sampling shall be at the plant. Sufficient material for preparation of test specimens shall be obtained by the Contractor in accordance with CP 41 and AASHTO T168, most recent. When the owner/agency chooses to conduct PA testing through an independent testing laboratory, samples obtained by the Contractor shall be split with the OA materials laboratory. One set of laboratory compacted specimens will be prepared for each at the number of gyrations required in Table 3.01. Each set of laboratory compacted specimens will consist of three test portions prepared from the same sample increment. The material shall be compacted in accordance with CP L-5115 at the temperature as specified in the JMF.

The testing of plant-produced material shall be in accordance with Table 4.05 and 4.06. Two consecutive gradation tests falling outside the Action Limits, or one gradation test falling outside the Suspension Limits, will warrant corrective action and shall be subject to engineering review and possible removal and replacement of the represented day's production.

The asphalt binder in the plant-produced material shall meet the specification in Table 2.05 – Properties of Performance Graded Binders, for the binder grade specified.

**TABLE 4.04
TESTING RESPONSIBILITIES**

SAMPLING LOCATION	TESTS	PC		OA	
		Capital Projects & Overlays	Development Projects	Capital Projects & Overlays	Development Projects ¹
PLANT - PRODUCED MATERIALS	Asphalt Binder Grade Certification	Refinery	Refinery	Refinery	Refinery
	Liquid Anti-Strip Certification	Refinery	Refinery	Refinery	Refinery
	Asphalt Binder Content	APM Supplier	APM Supplier	Owner/Agency or Ind. Lab	Independent Testing Lab ¹
	Aggregate Gradation	APM Supplier	APM Supplier	Owner/Agency or Ind. Lab	Independent Testing Lab ¹
	Air Voids	APM Supplier	APM Supplier	NA ²	NA ²
	Voids in Mineral Aggregate (VMA)	APM Supplier	APM Supplier	NA ²	NA ²
	Lottman Tensile Strength	APM Supplier	APM Supplier	Independent Testing Lab	Independent Testing Lab ¹
FIELD - PLACED MATERIALS	Asphalt Binder Content	APM Supplier	APM Supplier	Owner/Agency or Ind. Lab	Independent Testing Lab ¹
	Aggregate Gradation	APM Supplier	APM Supplier	Owner/Agency or Ind. Lab	Independent Testing Lab ¹
	Mat Density (% Compaction)	APM Paving Contractor	APM Paving Contractor	Owner/Agency or Ind. Lab	Independent Testing Lab ¹
	Mat Thickness	APM Paving Contractor	APM Paving Contractor	Owner/Agency or Ind. Lab	Independent Testing Lab ¹
	Mat Smoothness	Paving Contractor	Paving Contractor	Owner/Agency Inspector	Owner/Agency Inspector

¹Independent Testing Lab hired by the Developer.

²Unless addressed in the contract.

**TABLE 4.05
PLANT PC TESTING FREQUENCIES AND TOLERANCES ¹**

Test	Current Procedure	Specification Tolerance Limits	Frequency
Asphalt Binder Content	CP-L 5120	± 0.4%	1 per 1000 tons ² or 1 per day min.
Aggregate Gradation	CP 31	Table 4.06	1 per 1000 tons ² or 1 per day min.
Air Voids	CP 44	+/-1.2%	1 per 1000 tons ^{2,3} or 1 per day min.
Void in Mineral Aggregate	CP 48	+/-1.2%	1 per 1000 tons ^{2,3} or 1 per day min.
Lottman Tensile Strength	CP-L 5109	70 min.	1 per mix design in first month of production

¹ Subject to owning agency engineer's direction on a job-by-job basis.

The frequency of testing shall be based on *cumulative tonnage* of all projects using the approved JMF. Representative tests for each mix design may be used for multiple jobs. Testing for less than 500 cumulative tons per day is not required.

Upon verification in accordance with Section 3, air voids and VMA testing frequency may be 1 per 10,000 tons or 1 per week minimum.

**TABLE 4.06
CONTROL LIMITS FOR AGGREGATE GRADATION MEASUREMENTS**

Sieve	Action Limit	Suspension Limit
1 in.	0 %	0 %
¾ in.	± 6 %	± 8 %
½ in.	± 6 %	± 8 %
⅜ in.	± 6 %	± 8 %
No. 4	± 5 %	± 7 %
No. 8	± 5 %	± 7 %
No. 30	± 4 %	± 6 %
No. 200	± 2 %	± 3 %

When 100% passing is designated, there shall be no tolerance. When 90-100% passing is designated, 90% shall be the minimum; no tolerance is used.

Field-Placed Material - Sampling for Asphalt Binder Content and Aggregate

Gradation shall be taken by the PC representative, preferably at the plant in accordance with CP41 or AASHTO T168, or at the job site in accordance with CP41, and witnessed by an authorized representative of the owner/agency. APM pavement shall be tested in-place for acceptance in accordance with Table 4.07.

Acceptance will be based on PC tests provided by the APM Supplier/Paving Contractor and verified by OA testing by Independent Testing Laboratories as required by this Specification and the owner/agency representative.

When nuclear density measurements are allowed by the owner/agency representative for acceptance of field placed material, they shall be taken in accordance with CP 81. The nuclear density gauge shall be correlated to a minimum of six (6) cores taken from the same material. If nuclear density measurements indicate results outside the tolerance limits, cores shall be used to verify results. Size of the project should be considered when determining the basis for the density test correlation. Small quantities of APM are not applicable to CP 81 procedure.

Core samples shall be neatly cut with a core drill or other approved equipment. The minimum diameter of the sample shall be four inches. Defective samples, because of sampling, shall be discarded and another sample taken. Cores shall not be taken closer than one foot from a transverse or longitudinal joint. The Contractor installing the pavement shall furnish all tools, labor, and materials for cutting samples and filling the cored pavement. The Contractor shall be responsible for supplying the Owner's materials laboratory with the core samples. Cored holes shall be filled with plant generated APM, in a manner acceptable to the owner and within one day after sampling.

Test results of the percent of relative compaction (density) shall be determined by dividing the density reading of the nuclear density gauge or core by the maximum density of the product as determined by the approved JMF. Testing frequency for Percent Relative Compaction shall be in accordance with Table 4.07.

The required compacted APM mat thickness shall be as specified on the construction plans and/or specified in the Special Conditions.

For development projects, the final mat thickness shall be determined from the same cores as are used to test for density. No single core thickness shall be less than ninety percent (<90%) of the specified thickness on the construction plans and/or Special Conditions. When a single core thickness is less than ninety percent (<90%) of that specified, or when the job average is less than the specified design thickness, the Contractor shall correct the situation at his expense.

For capital projects, the yield calculation shall be used to calculate the average thickness and shall be based on 94% of the JMF Rice value. The calculated average thickness must be greater than or equal to the design thickness, the Contractor shall correct the situation at his expense.

Surface Smoothness of the final riding surface of all pavements is subject to testing by the 10-foot straightedge method. The Contractor shall furnish an approved 10-foot straightedge and depth gauge and provide an operator to aid the Engineer in testing the finished pavement surface. Areas to be tested shall be determined by the Engineer or the owner/agency inspector. The variation between any two contacts with the surface shall not exceed 3/16-inch in 10 feet. Areas showing deviation of more than 3/16-inch shall be marked and corrected at the Contractor's expense.

**TABLE 4.07
FIELD ACCEPTANCE TESTING**

Test	Current Procedure	Specification Tolerance Limits	Frequency
Asphalt Binder Content	CP-L 5120	± 0.4 %	1 per 1,000 tons, or 1 per day minimum ²
Aggregate Gradation	CP 31	See Table 4.06	1 per 1,000 tons, or 1 per day minimum ²
Mat Density (% Compaction by the approved JMF Rice)	CP 44 or CP 81	94% ± 2%	1 per 500 tons, or portion thereof ¹
Mat Thickness			
Development	Core Measurement	Design minus 10% on a single test. Job average must be ≥ design thickness.	Development: 1 per lane every 1,000 feet, or portion thereof. Cores shall be taken within 5 business days of placement. By the developer's geotechnical engineer.
Capital Projects ³	Yield Calculation	The calculated average thickness must be ≥ design thickness.	Calculated Daily
Longitudinal Mat Smoothness (with no grade changes present)	10-ft Straightedge	≤ 3/16-inch	at Owner/Agency Inspector's discretion

Longitudinal joints shall be tested at 20% - 30% of the total number of compaction tests taken, with a minimum of at least one per job. The frequency of testing shall be based on cumulative tonnage of all projects using the approved Job Mix Formula. Representative tests for each mix design may be used for multiple jobs. Testing for less than 500 cumulative tons per day is not required. Coring for thickness may be required at the discretion of the owner/agency in the project specifications or if yield calculations indicate a potential discrepancy with the thickness.

Contractors' Quality Control Program

The Asphalt Producers and the Installing Contractors shall develop Process Control (PC) Programs. The PC programs shall address all elements which affect the quality of the pavement including, but not limited to:

- Mix Design
- Stockpile Management
- Plant Operations
- Transportation
- Placing and Finishing
- Tack Coat Application Dilution Rate
- Mat Density
- Surface Smoothness
- WMA Process and Placement Control (if needed)

Testing Laboratory - The Contractor shall provide a fully equipped asphalt testing laboratory or shall hire an independent testing laboratory for quality control testing. Laboratory facilities shall be kept clean, and all equipment shall be maintained in proper working condition and calibrated as required. The Owner's designated representative shall be permitted unrestricted access to inspect the Contractor's laboratory facility and witness quality control activities. The Owner's representative will advise the Contractor in writing of any noted deficiencies concerning the laboratory facility, equipment, supplies, testing personnel and testing procedures. When the deficiencies are serious enough to be adversely affecting test results, the incorporation of the materials into the work shall be suspended immediately and will not be permitted to resume until the deficiencies are satisfactorily corrected.

Quality Control Testing - The Contractor shall develop a Quality Control testing plan and perform all quality control tests necessary to control the production and construction processes applicable to these specifications. Quality control test results shall be submitted to the Engineer within 24 hours of sampling. Personnel performing sampling and testing of aggregates or APM mixtures in the lab and in the field shall possess the appropriate LabCAT certification or combination of certifications issued by the Rocky Mountain Asphalt Education Center for all sampling and testing performed.

Test procedures for PC testing are shown in Tables 4.05 and 4.07.

The quality control testing plan shall include, but not necessarily be limited to, the following tests:

Asphalt Binder - Asphalt content tests shall be performed for determination of binder content and shall be sampled at the same time as the VMA and air voids samples are obtained.

Air Voids and VMA - Air Voids and VMA shall be tested in accordance with CP 44 and CP 48, respectively, at a frequency in accordance with Table 4.05.

Gradation - Aggregate gradations shall be determined from mechanical analysis of extracted aggregate. When binder content is determined by a nuclear method, aggregate gradation shall be determined from the cold feed on drum mix or continuous mix plants or from hot bin samples on batch plants. The samples shall use actual batch weights to determine the combined aggregate gradation of the mixture.

Lottman Tensile Strength - One sample per mix design during the first month of production, and as necessary for control thereafter.

Moisture Content of Aggregate - The moisture content of the aggregate used for the production shall be determined in accordance with AASHTO T 255.

Moisture Content of Mixture - The moisture content of the mixture shall be determined in accordance with CP 43 Method B.

Temperatures - Temperatures shall be checked, at least twice per day, at necessary locations to determine the temperatures of the dryer, the binder in the storage tank, the mixture at the plant and the mixture at the job site.

In-Place Density Monitoring - The Contractor shall conduct testing to ensure that the specified density is being achieved during the construction of the APM pavement.

Additional Testing - Any additional testing that the Contractor deems necessary to control the process may be performed at the Contractor's option.

Monitoring - The Engineer and/or the owner reserve the right to monitor any of the quality control tests listed above and to perform verification sampling and testing of all materials.

Sampling - When directed by the Engineer, the Contractor shall sample and test any material that appears inconsistent with similar material being sampled, unless such material is voluntarily removed and replaced, or deficiencies corrected by the Contractor. All sampling shall be in accordance with standard procedures specified.

Control Charts - The Contractor shall maintain linear control charts both for individual measurements and ranges (i.e., difference between highest and lowest measurements) for aggregate gradation and asphalt content.

Method of Measurement

The accepted quantities of APM will be measured by the units specified in the contract for each bid item. Batch mass (weights) will not be permitted as a method of measurement.

If there is a no pay item for APM of the type specified, it will not be measured and paid for separately, but shall be included in the pay item most closely associated with the work.

Basis of Payment

The accepted quantities of APM pavement will be paid for at the contract unit price for each pavement type and/or thickness listed in the bid schedule. The price will be full compensation, furnishing all materials, preparation, mixing, placing, and compaction of these materials and for all labor, equipment, tools, safety edges, and incidentals necessary to complete the work.

Payment for tack coat shall be a separate bid item and shall include all materials, tools, equipment, and labor necessary to complete the work in accordance with the plans and specifications and as directed by the Engineer. Tack coat shall be paid for based on diluted gallons.

If there is no pay item for tack coat, it will not be measured and paid for separately, but included in the APM payment item.

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Appendix A

ASPHALT PAVEMENT MATERIAL PREPAVING CONFERENCE AGENDA			
<i>The items in the following agenda are minimum requirements that should be covered during the conference. The agenda may be used as is or as a base to develop a customized agenda.</i>			
Project Number:		Owner's Rep:	
Location:		Contractor:	
Date:		Superintendent:	
Time:		Foreman:	
I. Attendance Roster			
Name:		Representing:	
Email Address:		Cell Number:	
Name:		Representing:	
Email Address:		Cell Number:	
Name:		Representing:	
Email Address:		Cell Number:	
Name:		Representing:	
Email Address:		Cell Number:	
Name:		Representing:	
Email Address:		Cell Number:	
II. Project Organization and Status			
A. OWNER/AGENCY Personnel:			
1. Personnel in Charge at Paving Site:			
Name/Title:		Email Address:	
Phone Number 1		Phone Number 2:	
Name/Title:		Fax Number:	
2. Alternate Contact (when personnel identified in A.1 is not present):			
Name/Title:		Email Address:	
Cell Number 1		Cell Number 2:	
3. Quality Assurance Supervisor:			
Name/Title:		Email Address:	
Cell Number 1		Cell Number 2:	
4. Inspector/Duties:			
Name/Title:		Email Address:	
Cell Number 1		Cell Number 2:	
5. Inspector/Duties:			
Name/Title:		Email Address:	
Cell Number 1		Cell Number 2:	
Comments:			
ASPHALT PAVEMENT MATERIAL PREPAVING CONFERENCE AGENDA (continued)			

B. CONTRACTOR / DEVELOPER Personnel:			
1. Quality Control Supervisor:			
Name:		Representing:	
Email Address:		Cell Number:	
2. Personnel to Notify at Paving Site			
Name:		Representing:	
Email Address:		Cell Number:	
3. Other:			
Name:		Representing:	
Email Address:		Cell Number:	
Comments			
C. Testing Information: (Compaction Test Results, acceptance tests to be performed, frequency)			
1. Test locations determined by?			
2. Frequency of tests to be performed?			
3. Are Owners Assurance tests to be performed in addition to Process Control tests? <input type="checkbox"/> If Yes how often, and who will be responsible to schedule the OA tests?			
4. Turnaround time of test results? <input type="checkbox"/> Preliminary? <input type="checkbox"/> Final?			
5. Is the mix design(s) approved by the Owner/Agency?			
D. Submittal and Notification of Test Results			
1. What projects and affected owners/agencies will this JMF be provided to?			
2. What process will be provided for submittal of test results?			
3. Who should copies of the JMF be provided to?			
4. Who will be responsible for OA testing?			
III. Scheduling			
A. Materials:			
Materials will be available for sampling on:			
B. Asphalt Plant:			
The asphalt plant will be ready to be checked on:			
C. Paving Equipment:			
The paving equipment will be set up and ready to be checked on:			

ASPHALT PAVEMENT MATERIAL PREPAVING CONFERENCE AGENDA (continued)
D. Paving Sequence:
1. The Contractor will commence paving on:
2. Asphalt Pavement Material will be delivered at:
3. The Contractor proposes to work the following hours:
4. How many days per week does the Contractor intend to work?
5. What paving sequence will the Contractor follow?
6. Where will paving start?
E. A quality control plan shall provide information to control the quality of the following:
1. Segregation:
2. Longitudinal Joint Construction:
3. Transverse Joint Construction:
4. Smoothness:
5. Other:
F. Scales and Certified Weigher:
1. Scales shall be checked and sealed. Comments:
2. Weigh tickets shall contain information required by the owner. Comments:
3. Are truck weigh ticket required to be delivered on site? How will the weight tickets be collected? Comments:
IV. Preparation
A. Method of Approval SubSurface Materials?
Comments:
B. Has the Subsurface Been Approved for Paving?
<input type="checkbox"/> Approved By Whom?
C. Tack Coat:
1. Material type, Application Rate?
V. Production and Placement
A. Compaction Test Section:
<i>The following procedures should be observed and documented:</i>
1. The Contractor must establish a roller pattern and carefully record the following information:
a. Type, size, amplitude, frequency, and speed of roller:

ASPHALT PAVEMENT MATERIAL PREPAVING CONFERENCE AGENDA (continued)
V. Production and Placement (continued)
b. Tire pressure for rubber tire rollers and if the pass for vibratory rollers is vibratory or static:
Surface temperature of mixture behind the laydown machine and subsequent temperatures and densities after each roller pass:
Sequence and distance from laydown machine for each roller and total number of passes of each roller to obtain specified density:
2. When the Compaction Test Section has been completed, the Contractor shall furnish a complete copy of this data to the person in charge (II.A.1) before continuing to pave. Comments:
3. When a successful Compaction Test Section has been completed, the Contractor is required to maintain the roller pattern established during the Compaction Test Section for the balance of the APM construction (i.e., the Contractor must use the same number and type of rollers and operate them at the same speed, frequency, and amplitude and in the same position, relative to the laydown machine, as was performed during the Compaction Test Section). If the Contractor wants to change the roller pattern that was established during the Compaction Test Section, the Contractor must construct a new Compaction Test Section and demonstrate that the density can be obtained with the new roller pattern before proceeding with the paving operation. Comments:
4. The Contractor is responsible for compaction testing of the Compaction Test Section. Comments:

ASPHALT PAVEMENT MATERIAL PREPAVING CONFERENCE AGENDA (continued)		
V. Production and Placement (continued)		
5. Cores are required to calibrate the nuclear density gauge. The Contractor can continue to pave under the following conditions: The period that the Contractor continues to pave without test results from cores shall not exceed one working day. Construction proceeds at the Contractor's risk. Comments:		
6. A new Compaction Test Section will be required whenever there is a change in the compaction process. Comments:		
Striping plan: Sub Contractor or contractor to do striping? When will striping occur? When will striping occur? Have Materials Data Sheets been submitted? Approved? If Not when?		
B. Laydown Equipment:		
1. Does the paving equipment meet the requirement detailed in the specifications? Comments:		
VI. Traffic Control		
A. Method of Handling Traffic:		
Has the Method of Handling Traffic been submitted for the APM placement operation? If not, when will it be submitted? Is the traffic control plan approved?		
VII. Follow Up Items		
Items discussed during the meeting needing follow up.		
Item for follow up	Who will follow up	Date of completion or response
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Appendix B

Mixture Design Requirements for ASPHALT PAVEMENT MATERIAL (APM)

Agency: _____ Project Number: _____

Date: _____ Project Name: _____

Project Special Provision Sheet for ASPHALT PAVEMENT MATERIAL (APM)

This form is a **mandatory part of the bid documents** and shall be filled out by the AGENCY for each mix specified. The Contractor shall include a copy of this form with each Mix Design submittal after the contract is awarded.

Street Classification: _____

(Examples: Residential, Collector, Arterial, Industrial, Parking Lot).

Construction Application: Top Lift Intermediate Lift(s) Bottom Lift(s)
 Patching Other _____

Aggregate Gradation: Grading ST Grading SX Grading S

Other _____
_____ < 2" thick lifts _____ 2" to 3" thick lifts

RAP Quantity, Maximum: 0% 20% 25%* Other _____

Mix Design Method & Compaction Level: (Chose one Method & one Traffic Level ⇒ Compaction Level).

Superpave Gyration, N_{design} : (See Table 3.01)

N=50 N=75 N=100

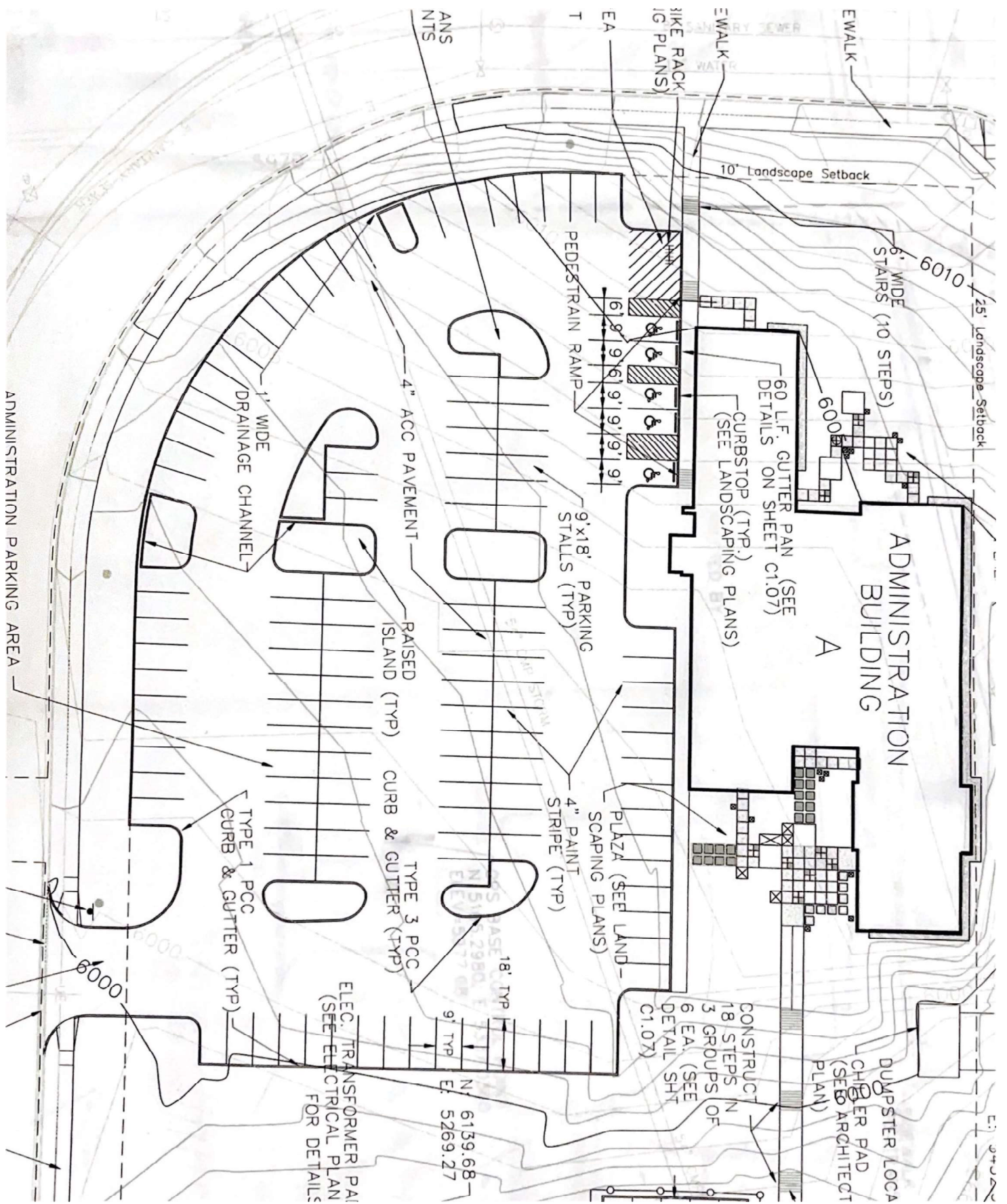
Asphalt Binder:

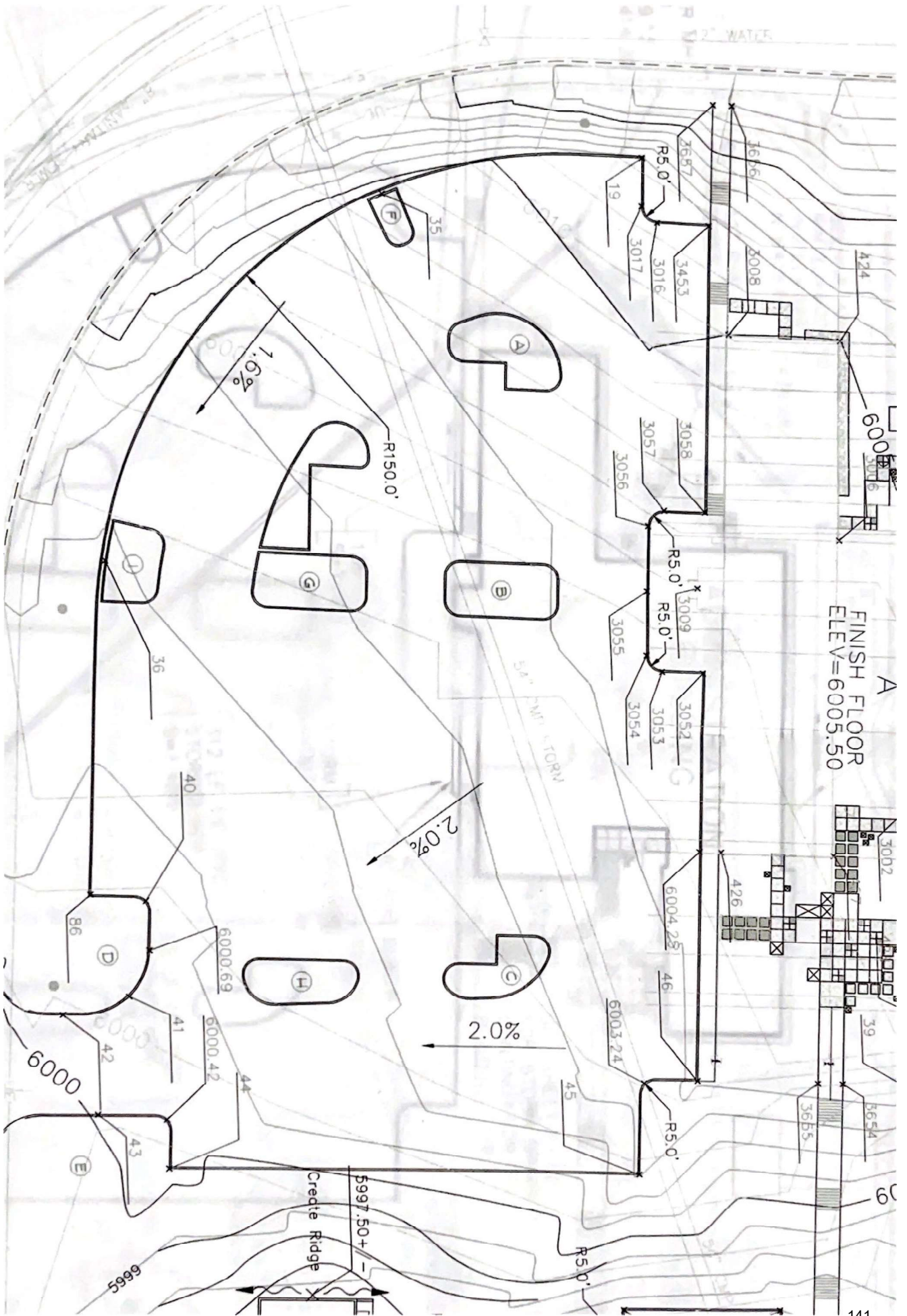
PG 58-28 PG 64-22 PG 64-28 Other _____

A completed Asphalt Mix Design Form shall supplement the Construction Specifications defining the contract specific requirements. Refer to the Specifications for details.

***RAP above 20% must be approved by the governing agency prior to placement.**

**SCHEDULE E- 1015 SITE AS BUILT
FOLLOWS THIS PAGE**





A
 FINISH FLOOR
 ELEV=6005.50

**SCHEDULE F- 1070 STRIPING LAYOUT
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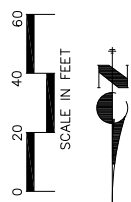
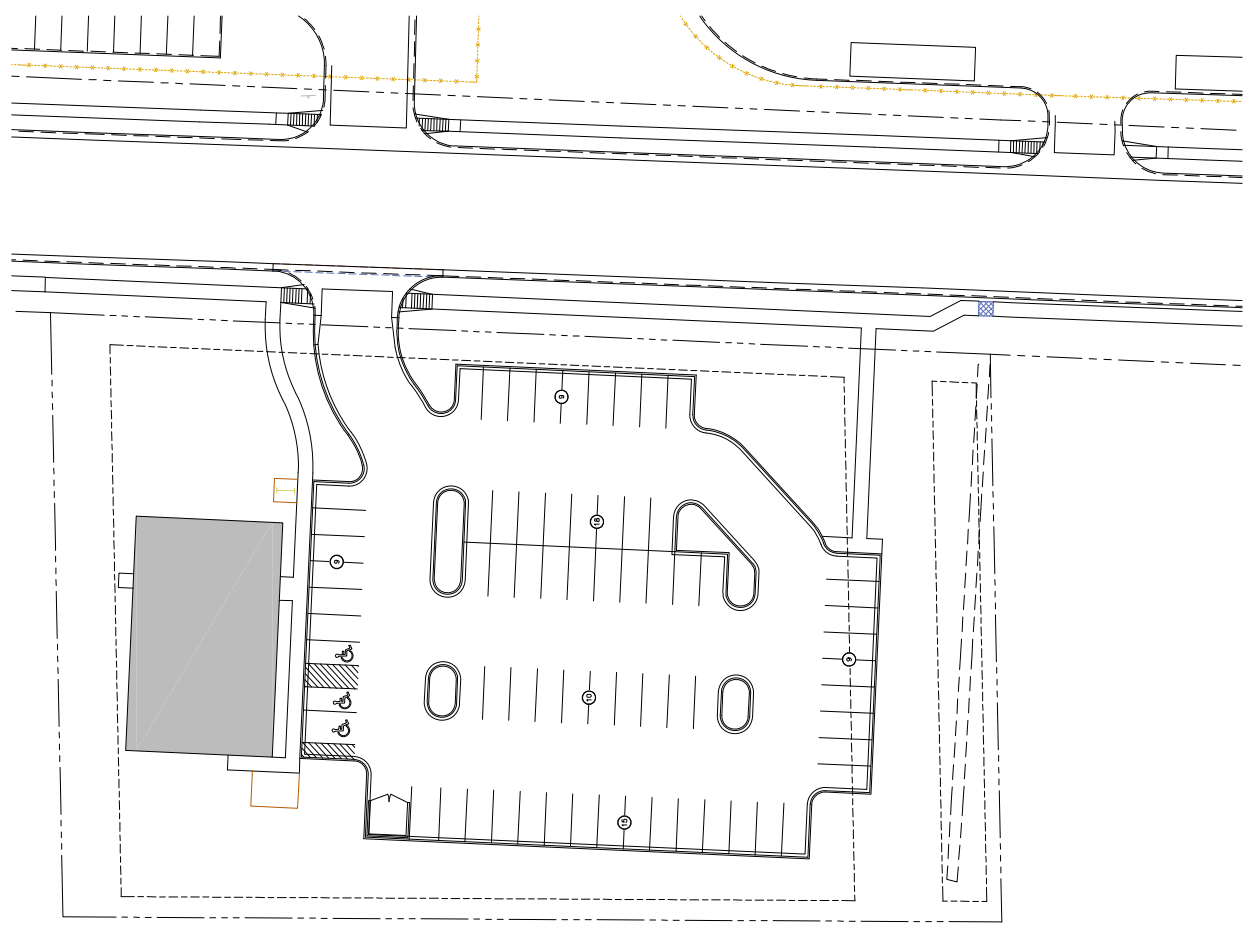
FILE NUMBER

SHEET 1 OF 1 SHEETS

TITLE
TRANSIT CAMPUS
MASTER PLAN



DESIGNED BY
DRAWN BY: CHRISTOPH ZUBCHER
DATE: April 2019
SCALE: 1"=50'
REVISIONS:



**SCHEDULE G- 1161 AS-BUILT FOR STRIPING REFERENCE
FOLLOWS THIS PAGE**

STANDARD WATER PLAN NOTES:

1. THE COLORADO SPRINGS UTILITIES DOES NOT GUARANTEE WATER TO BE IN THIS AREA. WATER TO BE IN THIS AREA WILL DEPEND UPON THE SUPPLY AVAILABLE AT THE TIME OF APPLICATION. THE COLORADO SPRINGS UTILITIES PROJECT IS FIRST-COME-FIRST-SERVED.
2. THE DEVELOPER OR HIS ENGINEER HAS LOCATED ALL FIRE HYDRANTS AND FUTURE SERVICE BORES. ANY REQUIRED REPAIRS TO EXISTING UTILITY AND REPAIRS WITH AN ACCEPTABLE SECTION OF PIPE AT THE EXPENSE OF THE DEVELOPER.
3. NOTE: CORROSION PROTECTION REQUIRED.
4. ALL UTILITY PIPE SHALL BE INSTALLED WITH PROTECTIVE BURIED UNDER EACH SIDE OF THE UTILITY. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE PROTECTION AND SERVICE STANDARDS.
5. INSULATING COUPLERS OR FLANGES AND TEST STATIONS SHALL BE INSTALLED WHERE SHOWN ON THIS PLAN AND AT ALL REVERSE ANCHORS AND/OR FLANGES. ALL WORKS WILL BE FINISHED AND INSTALLED BY THE CONTRACTOR.
6. FOR ALL INVERTS INSTALLED ON PLASTIC PIPE MATERIALS, INSTALL ONE (1) EACH INVERT BARRIERS AND STAMP INVERT BARRIERS WITH THE MANUFACTURER'S NAME AND DATE OF MANUFACTURE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND SERVICE STANDARDS.
7. THE CONTRACTOR IS REQUIRED TO NOTIFY COLORADO SPRINGS UTILITIES BEFORE ANY WORKING DAYS PRIOR TO BEGINNING CONSTRUCTION. IF THIS PROJECT INVOLVES A TIE-IN, DO NOT CALL TO SCHEDULE THE TIE-IN UNTIL THE PUBLIC INSPECTION NOTIFICATION HAS BEEN APPROVED.
8. ALL BORES SHALL BE FIELD STAKED PRIOR TO CONSTRUCTION AND THE STAKING ON THE FIELD STAKES SHALL MATCH THE STAKING ON THE APPROVED PLANS.
9. ACCORDING TO CALCULATIONS SUBMITTED BY THE COLORADO SPRINGS UTILITIES THE NEAREST ALLOWED FIRE ALARM AT NODE "A" IS _____ GPM.
10. ANY PROPOSED MODIFICATIONS TO AN APPROVED FIRE ALARM AT NODE "A" MUST BE APPROVED BY THE ENGINEER, COLORADO SPRINGS UTILITIES.
11. PLAN AND PROFILE IS REQUIRED, INCLUDING ALL STAKING OF FITTINGS, ENDINGS, ETC.
12. FIRE HYDRANT REQUIRED.
13. MINIMUM 50' (MAY VARY) UTILITY EASEMENT REQUIRED, MINIMUM 30' (SHOULD) WATER MAIN EASEMENT REQUIRED.
14. PIPE IS ACCEPTABLE FOR WATER MAINS. DOUBLE ROW PIPE IS REQUIRED (DEPENDS ON PRESSURE).
15. RECORDED HOME OWNER'S COVENANTS REQUIRED.
16. FIRE HYDRANTS RATED 250 PSI ARE REQUIRED. SEE THE MATERIALS SECTION OF THE COLORADO SPRINGS UTILITIES "WATER LINE EXTENSION & SERVICE" MANUAL.
17. IF THIS MAIN IS INSTALLED SIDE BY SIDE WITH AN EXISTING WATER MAIN, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND SERVICE STANDARDS.
18. THE CONTRACTOR SHALL AT ALL TIMES SUPPORT AND PROTECT ALL WATER MAINS SO THAT THEY FUNCTION CONFORMERS DURING THE CONSTRUCTION OF MOUNTAIN METRO TRANSIT - 1161 TRANSIT DRIVE. SHOULD A MAIN FAIL AS A RESULT OF THE CONTRACTOR'S OPERATIONS IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REPAIR AND/OR REPLACE THE MAIN AND MATERIALS TO THE CONTRACTOR.
19. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE ANY INTERFERENCE TO EXISTING WATER SERVICES.
20. A WATER MAIN SHALL BE SUBMITTED FOR HORIZONTAL AND VERTICAL PURPOSES AND ARE NOT TO BE USED FOR BONDING PURPOSES OR FOR USE FOR BONDING AND CONSTRUCTION PURPOSES. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND SERVICE STANDARDS.
21. ALL PRIVATE WATER SYSTEMS HAVING MULTIPLE WATER SYSTEM OWNERSHIP AGREEMENTS MUST NOTIFY COLORADO SPRINGS UTILITIES A RECORDED COPY OF ANY AGREEMENT.
22. INDICATE THE LOCATION OF ANY MATERIAL LEFT TO THE DISCRETION OF THE COLORADO SPRINGS UTILITIES INSPECTOR.
23. INDICATE THE MATERIALS TO BE USED, INCLUDING THE MANUFACTURER'S NAME AND MODEL NUMBER.
24. THE UNRECORDED OWNER'S RECORDS THAT THE FOLLOWING CRITERIA HAVE BEEN MET FOR THE APPROVAL OF A PUBLIC WATER MAIN IN A PRIVATE WATER MAIN SHALL BE SUBMITTED TO THE COLORADO SPRINGS UTILITIES INSPECTOR PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND SERVICE STANDARDS.
25. NO TIES PERMITTED WITHIN FIFTEEN (15) FEET OF A WATER MAIN. (REFERENCE: COLORADO SPRINGS UTILITIES SITE DESIGN GUIDELINES-FACILITIES REQUIREMENTS)

WATER SERVICE INSTALLATION GENERAL NOTES:

1. ALL WORK ON FABRICATION AND INSTALLATION OF METER BOXES SHALL CONFORM TO THE FOLLOWING CODES, LATEST EDITION:
 - 1.1. NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 963
 - 1.2. INTERNATIONAL BUILDING CODE
 - 1.3. INTERNATIONAL PLUMBING AND MECHANICAL CODE
 - 1.4. NATIONAL ELECTRICAL CODE
2. ALL MATERIAL COMPONENTS CONSIDERED DEFECTIVE BY COLORADO SPRINGS UTILITIES SHALL BE REJECTED AND IMMEDIATELY REMOVED FROM THE SITE AT THE EXPENSE OF THE CONTRACTOR.
3. THE MOUNTING, TIE-INS AND COORDINATION OF THE DIMENSIONS OF ALL PIPES, METERS, INSERTS, ETC., WITH COLORADO SPRINGS UTILITIES CONCRETE WORK SHALL CONFORM TO THE CONCRETE SPECIFICATIONS DESCRIBED WITHIN THIS DOCUMENT AND ALSO CONFORM TO THE WATER LINE EXTENSION AND SERVICE STANDARDS.
4. GROUPING OF CONCRETE WALLS AROUND PIPES AND FITTINGS AS SHOWN ON DRAWINGS SHALL BE DONE WITH NON-SHRINK GROUT.
5. COLORADO SPRINGS UTILITIES WILL BE RESPONSIBLE FOR THE PROTECTION AND SERVICE STANDARDS.
6. APPROVED RUBBER WATER SEALS SHALL BE USED IN ALL CONCRETE JOINTS FOR CONDITIONS WHERE SUBSURFACE WATER IS ENCOUNTERED.
7. DIMENSIONS SHALL CONFORM TO COLORADO SPRINGS UTILITIES STANDARDS AND SPECIFICATIONS. REGULATIONS MAY BE LOCATED IN A WATER FIT OR IN THE BUILDING. REGARDLESS OF LOCATION, THE REGULATOR SHALL BE ON THE MATEL SIDE OF THE METER.
8. ONE (1) WATER STOP SHALL BE INSTALLED IN ALL METERS, REGARDLESS OF SIZE (IF A SECOND METER IS TO BE INSTALLED, THIS IS WITHIN THE "TUB" STOP) AND "SECONDARY METER" SHALL BE OBTAINED AS THE CONTROL AT PROPERTY LINE OR THE FIRST VALVE AFTER CONNECTION OF THE CONNECTION STOP OR "AIR VALVE" TO A WATER DISTRIBUTION MAIN, NOT TO INCLUDE ANY STOPS OR VALVES ON PRIVATE MAINS OR SERVICES.
9. ALL REGULATION, FIRE AND COMMERCIAL SERVICE WATER SERVICE CONNECTIONS SHALL INCLUDE BACKFLOW PREVENTION ASSEMBLIES WHICH MEET THE STANDARDS SPECIFIED BY THE COLORADO DEPARTMENT OF HEALTH AND ENVIRONMENT (CDHE). NO WATER SERVICES WILL BE PROVIDED UNLESS A BACKFLOW PREVENTION ASSEMBLY IS INSTALLED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND SERVICE STANDARDS.
10. ALL REGULATION, FIRE AND COMMERCIAL SERVICE WATER SERVICE CONNECTIONS SHALL BE BACKFLOW PREVENTION ASSEMBLIES WHICH MEET THE STANDARDS SPECIFIED BY THE COLORADO DEPARTMENT OF HEALTH AND ENVIRONMENT (CDHE). NO WATER SERVICES WILL BE PROVIDED UNLESS A BACKFLOW PREVENTION ASSEMBLY IS INSTALLED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND SERVICE STANDARDS.
11. REGULATOR VALVE FOR PURPOSES OF MAINTENANCE (MATEL SIDE) SHALL BE INSTALLED WITH APPROVAL OF COLORADO SPRINGS UTILITIES.

NOTES:

1. NO LANDSCAPING (GRASS, TREES, ETC.) OR STRUCTURE SHALL BE CONSTRUCTED WITHIN FIFTY FEET (15' EACH SIDE OF CENTERLINE) OF A SANITARY SEWER PIPELINE.
2. MAINTAIN 18" MIN. CLEARANCE AT ALL UTILITY CROSSINGS.
3. APPROXIMATE ELEVATION, FLANGE TO BE SET AT CLAMP ABOVE TOP BACK OF CURB.

WATER STATEMENT

OWNER/DEVELOPER AGREES THAT THE INSTALLATION OF THESE PROPOSED WATER FACILITIES WILL BE MADE IN ACCORDANCE WITH COLORADO SPRINGS UTILITIES STANDARDS. THE UNDERSIGNED UNDERTAKING THAT ALL WATER MAINS, FIRE HYDRANTS AND SHALL BE MAINTAINED BY THE OWNER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND SERVICE STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND SERVICE STANDARDS.

SIGNED: _____ DATE: _____

PRINTED NAME: _____ ADDRESS: _____ PHONE: _____

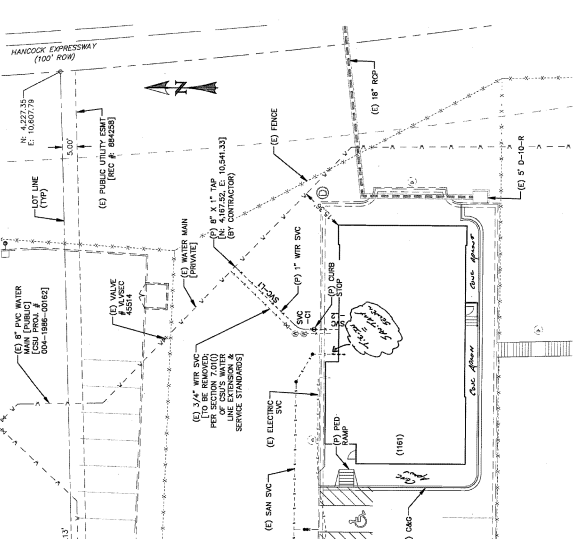
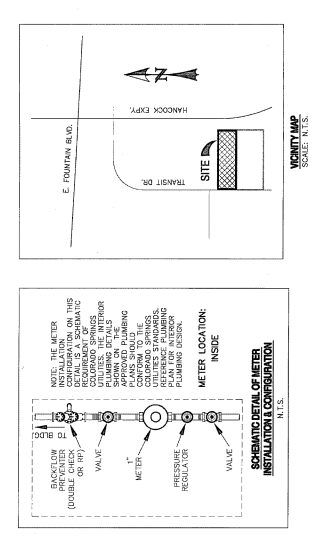
UTILITY SERVICE PLAN

OWNER/DEVELOPER AGREES THAT THE INSTALLATION OF THESE PROPOSED UTILITY SERVICES WILL BE MADE IN ACCORDANCE WITH COLORADO SPRINGS UTILITIES STANDARDS. THE UNDERSIGNED UNDERTAKING THAT ALL UTILITY SERVICES, FIRE HYDRANTS AND SHALL BE MAINTAINED BY THE OWNER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND SERVICE STANDARDS.

SIGNED: _____ DATE: _____

PRINTED NAME: _____ ADDRESS: _____ PHONE: _____

BLOCK	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z
1																										
2																										
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10																										



WATER PLAN APPROVAL

APPROVED BY: _____ DATE: _____

PROJECT NUMBER: _____ RNS NO.: 1979184

APPROVAL LIES WITH THE CITY OF COLORADO SPRINGS UTILITIES

FIRE PREVENTION DIVISION APPROVAL

APPROVED BY: _____ DATE: _____

PROJECT NUMBER: _____ RNS NO.: 1979184

APPROVAL LIES WITH THE CITY OF COLORADO SPRINGS UTILITIES

BUILDING DEPT. APPROVAL

APPROVED BY: _____ DATE: _____

PROJECT NUMBER: _____ RNS NO.: 1979184

APPROVAL LIES WITH THE CITY OF COLORADO SPRINGS UTILITIES

1161 Transit Drive

BUILDING SIZE: 3,000 SF

FLOOR AREA: 1,200 SF

HEIGHT: 2 STORIES

TYPE: RESIDENTIAL

DATE: _____

WESTWORKS ENGINEERING

1161 TRANSIT DRIVE, SUITE 100, COLORADO SPRINGS, CO 80903

PHONE: (719) 520-1111

WWW.WESTWORKS-ENGINEERING.COM

DESIGNED BY: MGP

DRAWN BY: MGP

DATE: 05/22/10

SCALE: N/A

JOB NUMBER: 90910

SHEET: 1 OF 1

PROJECT NUMBER: 200904-016

RNS NO.: 1979184

APPROVAL LIES WITH THE CITY OF COLORADO SPRINGS UTILITIES

APPROVED BY: _____

DATE: _____

DESIGNED BY: MGP

DRAWN BY: MGP

DATE: 05/22/10

SCALE: N/A

JOB NUMBER: 90910

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PROJECT NUMBER: 200904-016

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DESIGNED BY: MGP

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DATE: 05/22/10

SCALE: N/A

JOB NUMBER: 90910

SHEET: 1 OF 1

PROJECT NUMBER: 200904-016

RNS NO.: 1979184

**SCHEDULE H- 1165 STRIPING LAYOUT
FOLLOWS THIS PAGE**

FILE NUMBER

OF 1 SHEETS

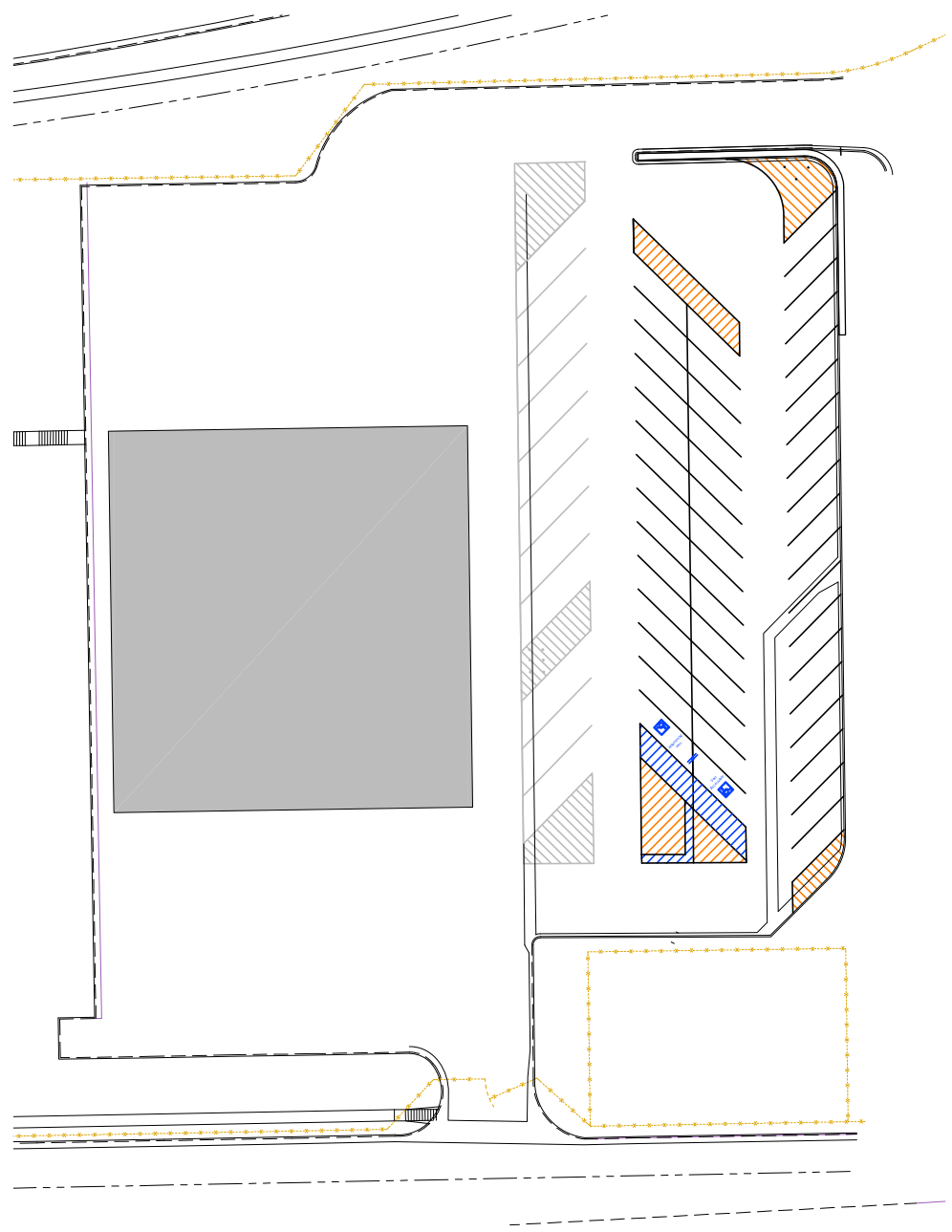
SHEET 1

TITLE
TRANSIT CAMPUS
MASTER PLAN



MOUNTAIN METROPOLITAN TRANSIT

DESIGNED BY
DRAWN BY: CHRISTOPH ZUBCHER
DATE: April 2019
SCALE: 1"=50'
REVISIONS:



**SCHEDULE I- 1075 AND 1145 LAYOUT
FOLLOWS THIS PAGE**

FILE NUMBER

OF 1 SHEETS

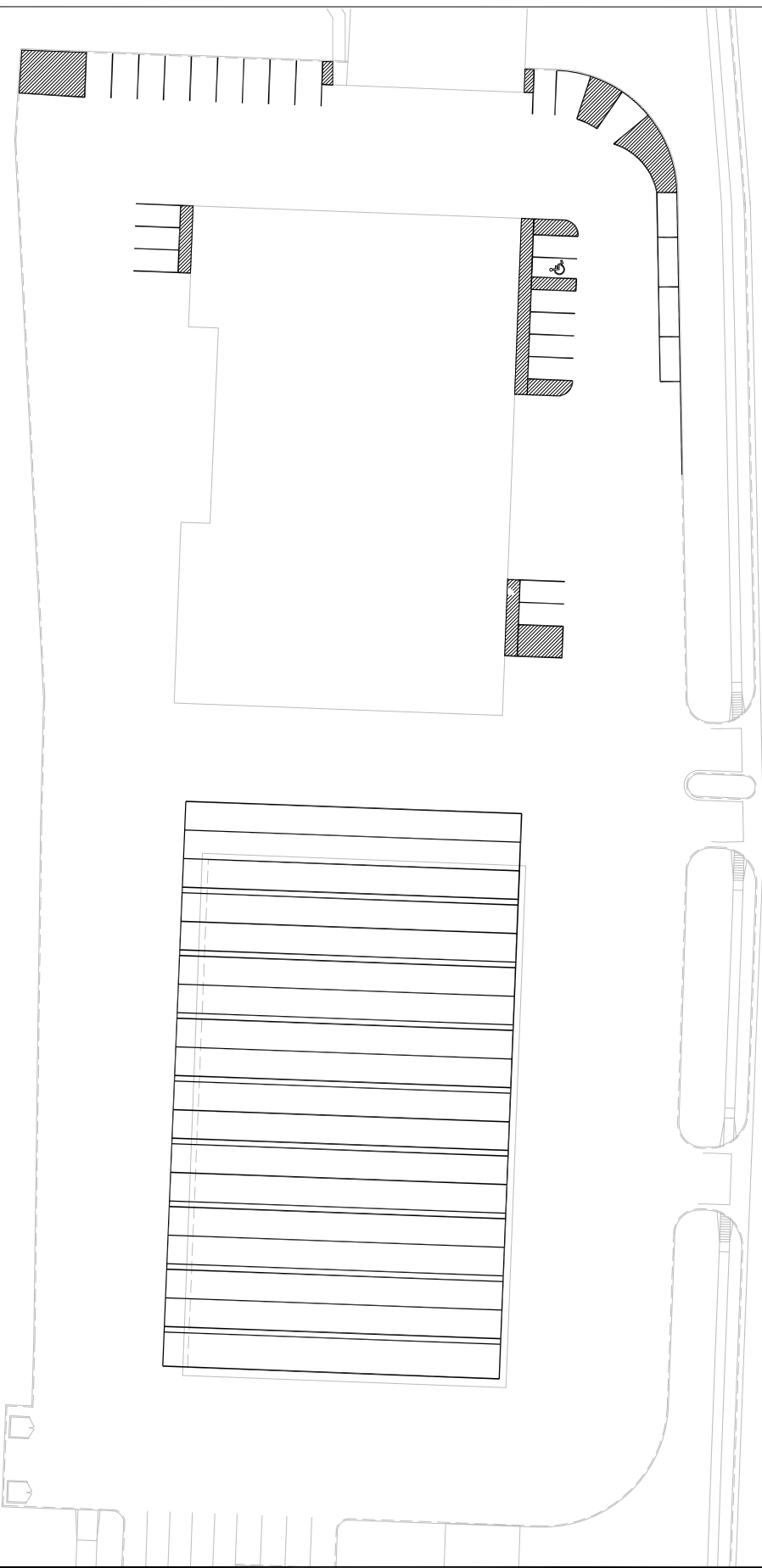
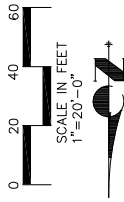
SHEET 1

TITLE
Parking Re-Striping
1070 & 1145 Transit Drive



MOUNTAIN METROPOLITAN TRANSIT

DESIGNED BY: CHRISTOPH ZUBCHER
DRAWN BY:
DATE: SEPT 2016
SCALE: 1"=20'
REVISIONS:



Striping for bus lanes to begin at edge of west side of canopy at the concrete expansion joint

Stripe and additional 10' beyond the east edge of the canopy

Stripe only lengthwise lanes, do not stripe horizontal vehicle spaces

Add two bus lanes to south side of canopy

Bus lanes striped at 11'-6" typical with a 2'-3" space for the canopy pillars

Stripe two standard parking spaces and a loading area, 5' away from the building

Stripe four standard parallel spaces along west edge of site

Stripe no parking in front of Transformer

Stripe no parking in front of Hydrant

Stripe three standard spaces, 9' wide at narrowest portion of space

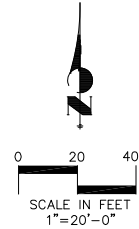
Stripe three standard parking spaces starting from the SE corner of the building and 5' away from the building

Stripe five standard parking spaces and one ADA Accessible space, starting from the SW corner of the building, 5' away from the building

Stripe a pedestrian landing pad from the concrete steps

Stripe no parking in front of trash enclosure

Stripe 9 oversized spaces ~10'-6" wide for larger vehicle staging



FILE NUMBER

SHEET 1 OF 1 SHEETS

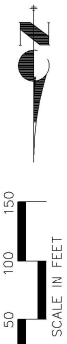
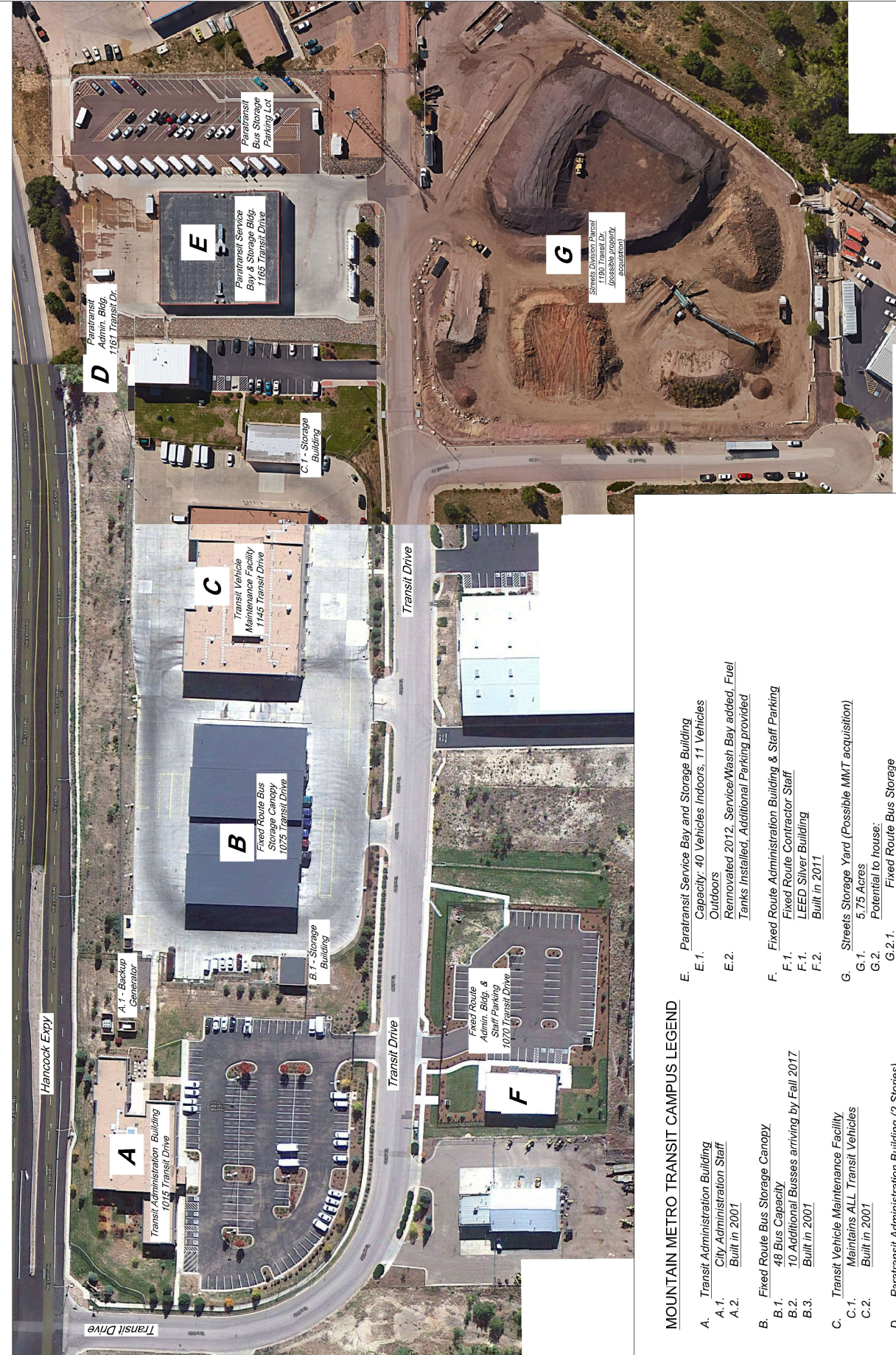
TITLE: Parking Re-Striping

1145 Transit Drive



DESIGNED BY:
DRAWN BY: CHRISTOPH ZÜRCHER
DATE: January 2017
SCALE: 1"=20'
REVISIONS:

**SCHEDULE J- TRANSIT CAMPUS MAP
FOLLOWS THIS PAGE**



MOUNTAIN METRO TRANSIT CAMPUS LEGEND

- A. Transit Administration Building
 - A.1. City Administration Staff
 - A.2. Built in 2001
- B. Fixed Route Bus Storage Canopy
 - B.1. 48 Bus Capacity
 - B.2. 10 Additional Busses arriving by Fall 2017
 - B.3. Built in 2001
- C. Transit Vehicle Maintenance Facility
 - C.1. Maintains ALL Transit Vehicles
 - C.2. Built in 2001
- D. Paratransit Administration Building (2 Stories)
 - D.1. Paratransit Contractor Staff
 - D.2. Built in 2011
- E. Paratransit Service Bay and Storage Building
 - E.1. Capacity: 40 Vehicles Indoors, 11 Vehicles Outdoors
 - E.2. Rennovated 2012. Service/Wash Bay added. Fuel Tanks Installed. Additional Parking provided
- F. Fixed Route Administration Building & Staff Parking
 - F.1. Fixed Route Contractor Staff
 - F.1. LEED Silver Building
 - F.2. Built in 2011
- G. Streets Storage Yard (Possible MMT acquisition)
 - G.1. 5.75 Acres
 - G.2. Potential to house:
 - G.2.1. Fixed Route Bus Storage
 - G.2.2. Fixed Route Administration Building & staff parking

**SCHEDULE K- SIGNS AND MARKINGS
FOLLOWS THIS PAGE**

CITY OF COLORADO SPRINGS TRAFFIC ENGINEERING
SIGNAGE & PAVEMENT MARKINGS GUIDELINES

**Manual on Uniform Traffic Control Devices
Supplement for The City of Colorado Springs**

Revised 5/21/18

Qualifications for the position of the person to be appointed shall be determined by the Board of Directors.

The Board of Directors may also appoint one or more persons to the position of the person to be appointed, provided that the person to be appointed is qualified to perform the duties of the position.

TABLE OF CONTENTS

Preface	Page 1
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General Notes (Contractor Responsibilities)	Page 8
Street Name Sign Format Policy	Page 10
Important Phone Numbers	Page 12
Appendix “A” (Roadway Signage Details)	Page 16
Appendix “B” (Roadway Pavement Marking Details)	Page 18
Signs Detail Drawings	Page 19
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Signage and Pavement Markings Guidelines

City of Colorado Springs

Preface:

This field guide is to supplement the Manual on Uniform Traffic Control Devices (MUTCD) and is provided as a guide for any contractor or agency installing or performing maintenance of signs and markings within the city limits of Colorado Springs. Due to the number of companies or agencies installing and/or upgrading signs and markings; the City of Colorado Springs had found it necessary to prepare this guide in order to maintain quality and uniformity. This document also provides useful information on points of contact with the numerous agencies in Colorado Springs. The goal of this supplement is to provide typical standards for signs and markings to minimize confusion, provide uniformity, and increase safety for the citizens of Colorado Springs.

Signage and Pavement Markings Guidelines

City of Colorado Springs

Introduction:

Drivers have come to expect a consistent level of quality on the roadways they travel. Signs and markings have a very important function in this expectation. The signs and markings on our roadway today provide the road user with visual information pertaining to regulatory issues (speed limits “Stop”, etc.) warnings or roadway conditions (curve ahead, approaching intersection, pedestrians, construction zones, etc.) and guides/directions (interstate identification, city limits, distance to next interchange, scenic route, etc.). For these reasons, as well as the liability of the city all striping and signage shall only be used where warranted by field studies as well as federal, state, and local regulations. This supplemental manual has been created under the authority of the City of Colorado Springs Public Works Division/Traffic Engineering and is intended to be a supplement of the MUTCD. No deviation from this manual or the MUTCD shall be allowed unless under the direct approval of the City of Colorado Springs Public Works Division/Traffic Engineering.

Potential users of this handbook include a wide range of individuals and agencies with varying levels of expertise and training. The objective is to provide the users with sufficient background to assist them in the installation and maintenance of roadway signage and pavement markings. It remains the contractor and/or agencies responsibility to assure that all materials used in the

installation of roadway signage and pavement markings meet or exceed the City of Colorado Springs' standards. Furthermore, no work should be undertaken within the city's right-of-way without proper notification to the city and the issuance of appropriate permits.

Signage and Pavement Marking Guidelines

City of Colorado Springs

Objectives

Safety: signs and markings may be used to warn the motorist of condition(s) he/she may not be expecting, such as:

- Potential hazards- curves, intersections, grades, truck crossings, etc.
- Major changes in roadway character- road narrows, one-lane bridge, pavement ends, etc.
- Obstructions- bump, dip, fixed objects, low clearances, etc.
- Locations where hazards may exist under certain circumstances- schools, rockslide areas, slippery when wet, railroad crossings, etc.
- Advise driver or appropriate action- advisory speed limit, merging traffic, etc.

Uniformity: uniformity in the use of signs and markings is becoming more important with increasing demands on existing roadways. Present day driving conditions require signs and markings that a driver can see, recognize and understand quickly. Uniformity in application promotes driver observance and avoids excessive or unwarranted use of signs and markings.

General Notes: Signage and Pavement Markings

1. Installation of all striping, signs and pavement markers shall be the responsibility of the contractor.
2. The contractor shall be responsible for all removal of existing pavement markings (scarring of pavement is not permitted). At no time will it be acceptable to paint over existing pavement markings.
3. Contractor shall be responsible for overlaying or chip sealing the roadway, if scarring occurs during removal of existing or temporary pavement markings. The City Traffic Engineer will determine method of pavement repair.
4. All striping and signing shall conform to the most recent adopted edition of the following manuals and their supplemental amendments:
 - Manual on Uniform Traffic Control Devices (MUTCD)
 - City of Colorado Springs Signage and Pavement Marking Guidelines
 - City of Colorado Springs Standard Specifications
 - City of Colorado Springs Public Works Design Manual
5. All striping and signing is subject to the approval of the City Traffic Engineer prior to installation and/or removal.

6. Contractor shall remove all conflicting striping, pavement markings and legends by hydroblasting, sandblasting and/or grinding. Any debris shall be promptly removed by the contractor.
7. Sign posts shall be installed with a minimum 2" X 2" X 10' square 14 gauge perforated steel tubing with a 2 ¼" X 2 ¼" X 3' square 12 gauge perforated steel sleeve per City of Colorado Springs Standard. Sleeves are to be installed in a 6 to 8 inch diameter hole that is 30 to 33 inches deep and backfilled with a 4000 psi concrete mix.
8. All traffic signs shall have a minimum of diamond grade sheeting.
9. Any deviation from the signage and pavement marking plans shall be approved by the Field Engineer and the City Traffic Engineer prior to any changes being made in the field.
10. All signs shown on the signage and pavement marking plans shall be new signs provided and installed by the contractor, except for existing signs specifically indicated to be reset, relocated or to remain. Sign and marking plans are to be reviewed and approved by the traffic inspector.
11. Traffic inspector reserves the right to make changes as necessary.
12. Striped crosswalks shall have an inside dimension minimum of 9 feet and shall have a minimum length of 6 feet and maximum length of 9 feet per set requirements unless indicated otherwise. Schools and signals shall be 2x9 and residential /pedestrian crossings 1x9.
13. Stop bars/stop lines should be 2 feet from a signal and 1 foot from a stop sign.

14. All limit lines/stop lines, crosswalk lines, pavement legends, and arrows (except within bike lanes) shall be a minimum of 90 mil thickness thermoplastic or perform plastic tape.
15. All longitudinal lines shall be a minimum of 15 mil thickness epoxy.
16. Contrast markings required to be inlayed on concrete roadways.
17. Contractor to deliver all removed signs to the City of Colorado Springs Signs/Markings Shop at 420 Fontanero St, (719) 385-6721.
18. Contractor shall notify City Traffic Engineer at (719) 385-5908 a minimum of five (5) working days prior to and upon completion of signage and pavement marking installations.

General Notes: Contractor Responsibilities

1. Before excavating contractor shall verify location of underground utilities.
2. Contractor shall be responsible for any monumentation and/or benchmarks which will be disturbed or destroyed by construction. Such points shall be referenced and replaced with appropriate monumentation by a registered civil engineer authorized to practice land surveying.
3. Approval of these plans by the City Engineer does not authorize any work to be performed until a permit has been issued by City Engineering Inspections.
4. The approval of these plans or issuance of a permit by the City of Colorado Springs does not authorize the subdivider and owner to violate any federal, state or city laws, ordinances, regulations, or policies.
5. The contractor shall be responsible for all new, temporary and existing traffic signs from the start of the constructions project until acceptance by City Traffic Engineering.
6. All traffic signs, pavement markings, and traffic signals shall meet or exceed MUTCD standards.
7. The contractor shall not remove any existing signs, pavement markings or traffic signals during the project without signed authorization from the City Traffic Engineering Inspector assigned to the project.

8. Contractor shall prepare a detailed traffic control plan, submit to City Traffic Engineering for approval, and obtain appropriate permits in accordance with the “Traffic Controls for Street Construction, Utility Work and Maintenance Operations” MUTCD supplement for the City of Colorado Springs (most current revision).
9. The contractor shall be responsible for all work zone traffic control. Contractor shall be responsible for furnishing, installing and maintaining the temporary traffic control devices throughout the duration of the project.
10. The contractor shall be responsible for all new, temporary and existing traffic signal modifications.

Street Name Sign Format Policy

Sizes:

Signalized

- All new locations shall be 16 inches high by 96 inches long
- Standard federal alphabet series (Highway Gothic C)

Ground Mounted (upper/lower case)

- 25 MPH and below- 7 inch blank with 4 inch letters
- 30 MPH to 40 MPH- 9 inch blank with 6 inch letters
- Above 40 MPH- 12 inch blank with 8 inch letters

Maximum Panel Length

Ground Mounted

- Collectors and above- 72 inch maximum length blanks sandwiched around 2 inch telpar pole with 2 ¼ inch sleeve. Mounted on the opposite corners of the Stop sign installation. All street name signs shall be bolted with a 5/16 inch bolt and spacer equal to the width of the pole.
- Residential streets- 72 inch maximum length blanks sandwiched around 2 inch telpar poles with 2 ¼ inch sleeve. Mounted (above) on the same pole as the Stop sign. All street name signs shall be bolted with a 5/16 inch bolt and a spacer equal to the width of the pole.

Font Type

- All signs shall be the standard federal alphabet series Highway Gothic C
- Maximum reduction shall be from 100% to 90%. No greater than a 10% reduction will be allowed.

Sheeting

- Diamond grade intensity sheeting required on all street name signs

Abbreviations

Abbreviations will be allowed as needed to meet speed limit posting and sign panel size criteria.

Should a street name sign need to be abbreviated, the surname shall be abbreviated first with

common words and the name being abbreviated second. For example:

- Drive- Dr
- Street- St
- Road- Rd
- Circle- Cir
- Loop- Lp
- Terrace- Ter
- Trail- Trl

**Please see Signs Detail-

Important Phone Numbers

Engineering/Traffic Engineering

30 S. Nevada Ave., Suite 401

Colorado Springs, CO 80903

Office: (719) 385-5908

Email: TrafficEng@springsgov.com

Questions concerning signage and pavement

marking guidelines

Traffic Engineering Signals

234 W. Colorado Ave

Colorado Springs, CO 80903

Office: (719) 385-5908

Email: TrafficEng@springsgov.com

Questions concerning traffic signals or work at

signalized intersections

Traffic Signs and Marking

420 W. Fontanero St

Colorado Springs, CO 80907

Office: (719) 385-5908

Email: TrafficEng@springsgov.com

Questions concerning signs and pavement markings

on public streets

City Engineering Inspections

Questions concerning excavation, concrete and

2880 International Cir., Suite 200-1

control permits

Colorado Springs, CO 80910

Office: (719) 385-5977

Email: CityEngineering@springsgov.com

Colorado Springs Police Department

Notification of street closures and work on major

705 S. Nevada Ave

arterials

Colorado Springs, CO 80903

Office: (719) 444-7000

Colorado Springs Fire Department

Notification of street closures and trench excavation

375 Printers Pkwy

depths 5 feet or greater in depth

Colorado Springs, CO 80910

Office: (719) 385-7388

Email: csfdweb@springsgov.com

Other Agencies

Colorado Department of Transportation Questions concerning permits and work on federal

Pueblo Office: and state highways

P.O. Box 536

905 N. Erie St.

Pueblo, CO 81001

Office (719) 546-5400

Colorado Springs Office:

1480 Quail Lake Lp, Suite A

Colorado Springs, CO 80906

Office (719) 634-2323

El Paso County Dept of Public Works Questions concerning permits and work on County roadways.

School District Phone Numbers

District 2 (719) 579-2000

District 11 (719) 520-2000

District 12 (719) 475-6100

District 20 (719) 234-1200

District 49 (719) 495-1100

Utility Locating

UNCC (800) 922-1987

Traffic Signals (719) 385-6721

Century Link (719) 290-0901

Cablevision (719) 633-3444

Springs Transit (719-385-7429 or (719) 285-7408

Appendix "A"

Roadway Signage Details

Detail Description	Detail No.
Sign Installation	Detail No. 1
Roadside Sign	Detail No. 2
Parking Installation	Detail No. 3
Placement of Stop and Keep Right	Detail No. 4
Sign Fabrication Standards	Detail No. 5
Street Name Sign Standards	Detail No. 6
No Outlet Patch Detail	Detail No. 7
Sign Installation Hardware	Detail No. 8
Street Name Sign Hardware	Detail No. 9
Mast Arm Arterial Sign	Detail No. 10
Sky Bracket	Detail No. 11
Sign Position	Detail No. 12
Span and Tether Lane Assignment Sign	Detail No. 13
Utility Pole Mounting	Detail No. 14
Standard Roundabout Signs	Detail No. 15

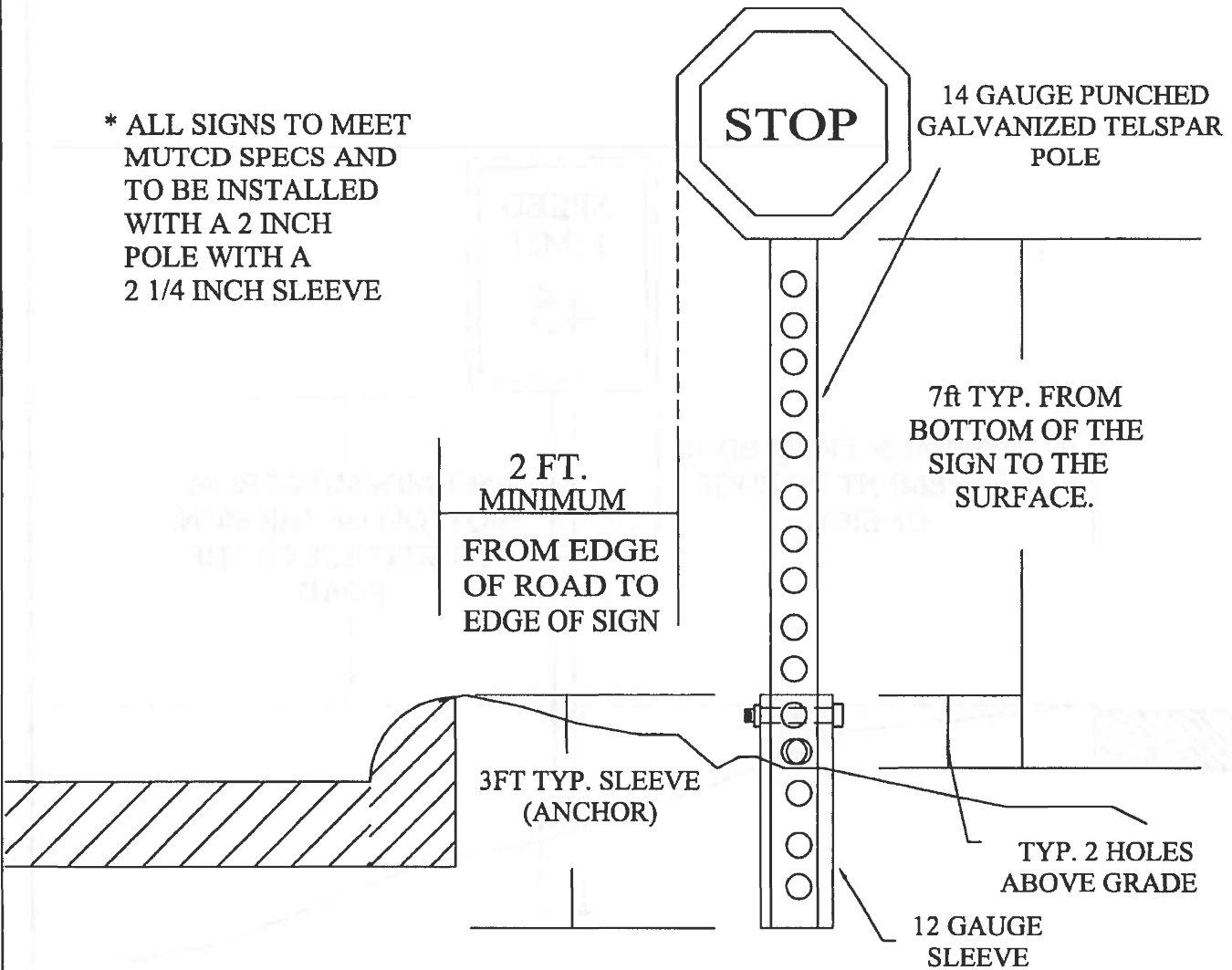
Multilane Roundabout	Detail No. 16
Single Lane Roundabout	Detail No. 17
School Zones	Detail No. 18

Pavement Marking Details

Detail Description	Detail No.
Pavement Marking Standards	Detail No. 1
Pavement Marking Standards	Detail No. 2
Pavement Marking Standards	Detail No. 3
Dual Turn Layout	Detail No. 4
Bike Lane Layout	Detail No. 5
Multilane Layout for Roundabout	Detail No. 6
Single Lane Layout for Roundabout	Detail No. 7
Yield Line Layout	Detail No. 8
Layout Markings and Symbols	Detail No. 9
Layout Markings and Symbols	Detail No. 10

SIGN INSTALLATION

* ALL SIGNS TO MEET MUTCD SPECS AND TO BE INSTALLED WITH A 2 INCH POLE WITH A 2 1/4 INCH SLEEVE



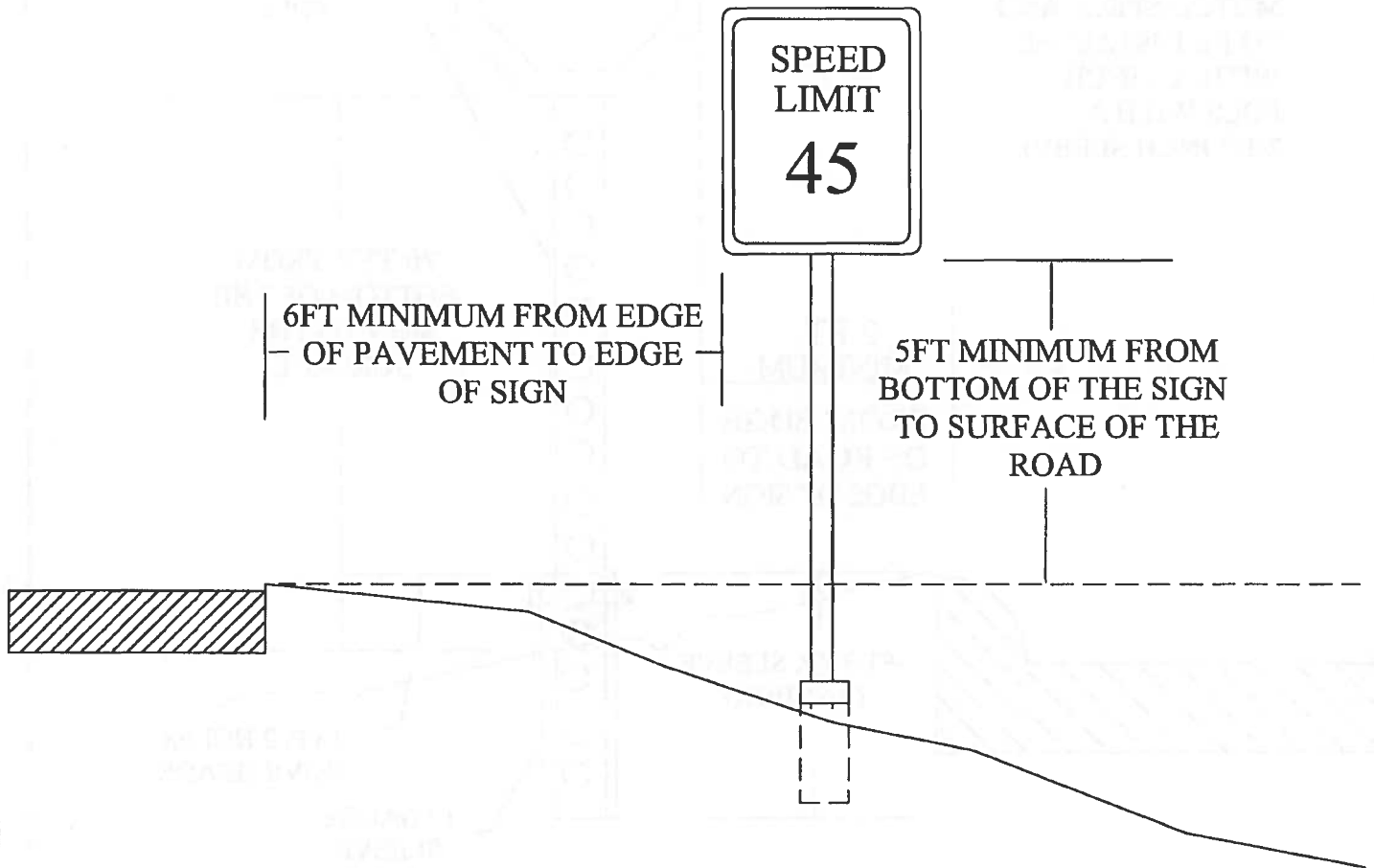
CITY OF COLORADO SPRINGS
TRAFFIC ENGINEERING

SIGNS AND MARKINGS
GUIDELINES

SIGNS DETAIL-1
REVISED 2/12/2018

ROADSIDE SIGN

RURAL APPLICATION

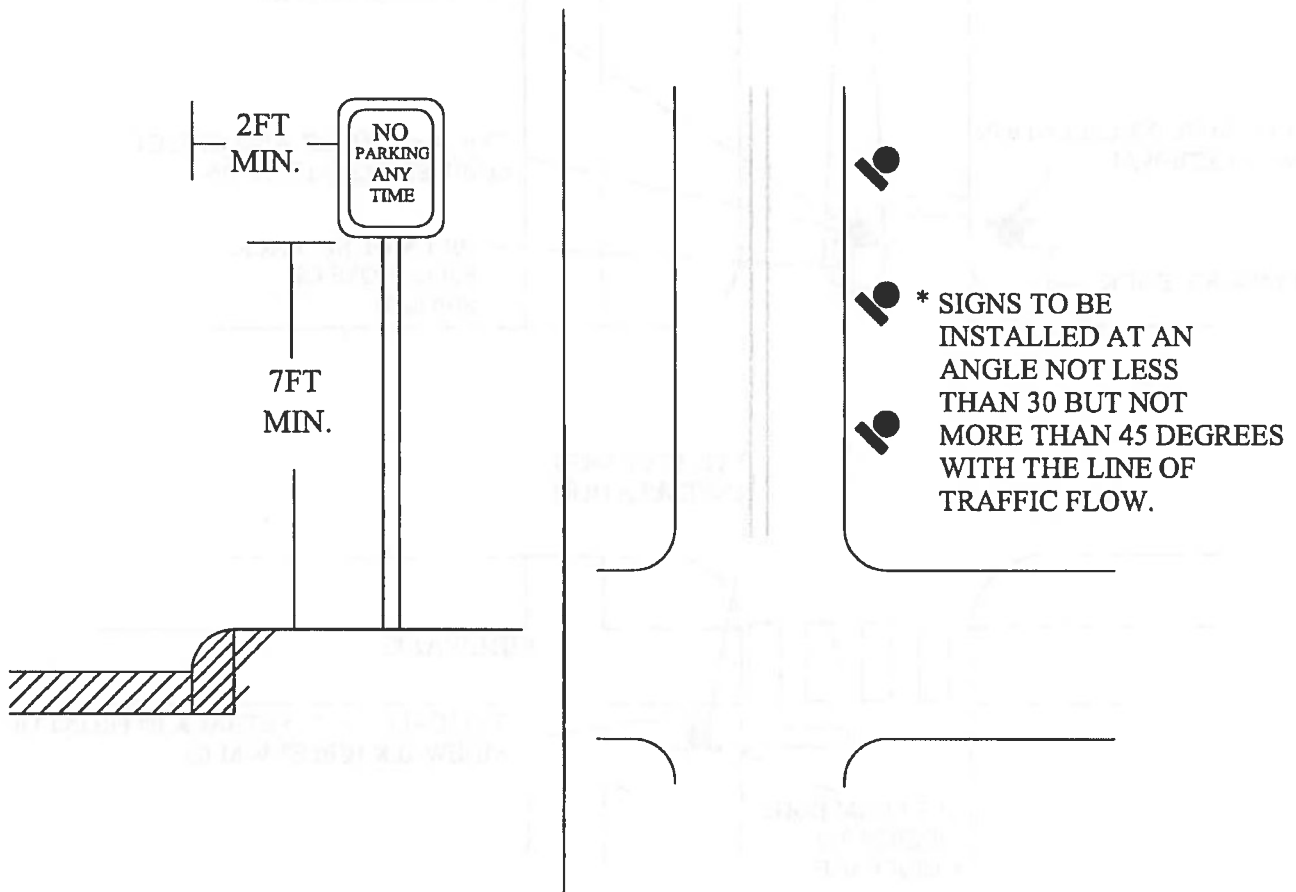


CITY OF COLORADO SPRINGS
TRAFFIC ENGINEERING

SIGNS AND MARKINGS
GUIDELINES

SIGNS DETAIL-2
REVISED 2/12/2018

PARKING INSTALLATION

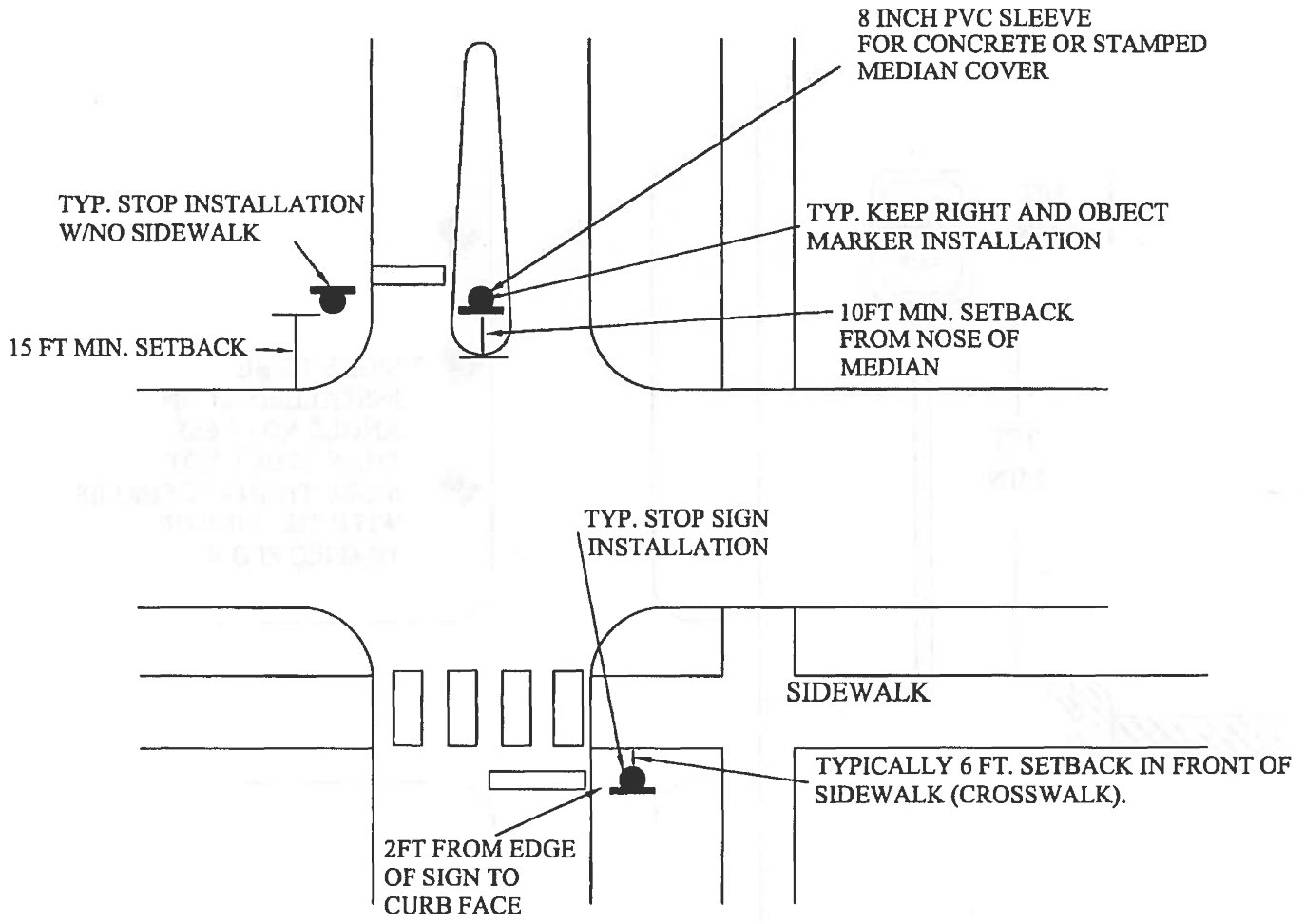


CITY OF COLORADO SPRINGS
TRAFFIC ENGINEERING

SIGNS AND MARKINGS
GUIDELINES

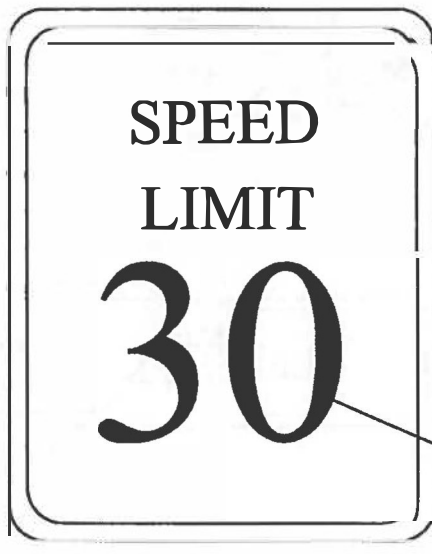
SIGNS DETAIL-3
REVISED 2/12/2018

PLACEMENT OF STOP OR KEEP RIGHT



<p>CITY OF COLORADO SPRINGS TRAFFIC ENGINEERING</p>	<p>SIGNS AND MARKINGS GUIDELINES</p>	<p>SIGNS DETAIL-4 REVISED 2/12/2018</p>
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SIGN FABRICATION STANDARDS



.080 ALUMINUM SIGN BLANK

REFLECTIVE SHEETING SHALL HAVE
A SERVICE LIFE OF 12 YEARS
TYPICAL SHEETING WOULD BE
A DIAMOND GRADE

FONT STYLE IS HIGHWAY
GOTHIC "C"

*ALL SIGNAGE SHALL MEET M.U.T.C.D.
AND CITY OF COLORADO SPRINGS
TRAFFIC ENGINEERING SPECIFICATIONS

*ALL SIGNS 36" X 36" OR GREATER
REQUIRE ADDITIONAL CHANNEL SUPPORT OR
DUAL POLE BASE SYSTEM

CITY OF COLORADO SPRINGS
TRAFFIC ENGINEERING

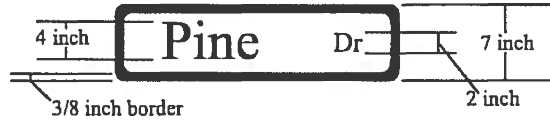
SIGNS AND MARKINGS
GUIDELINES

SIGNS DETAIL-5
REVISED 2/12/2018

STREET NAME SIGN STANDARDS

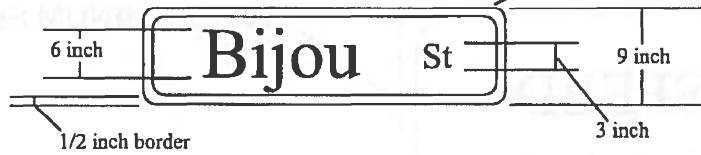
25 MPH OR LESS

*MATERIAL IS HIGH INTENSITY GRADE SHEETING. LETTER STYLE IS HIGHWAY GOTHIC "C"

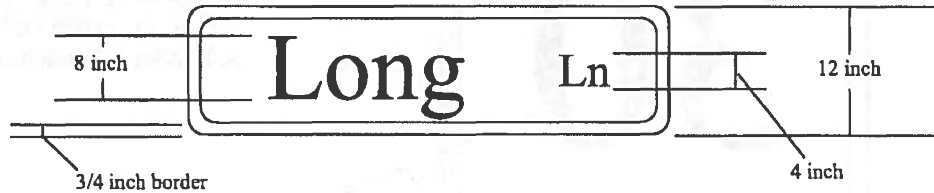


ALL CORNERS MUST BE APPROPRIATE RADIUS PER SIZE OF SIGN

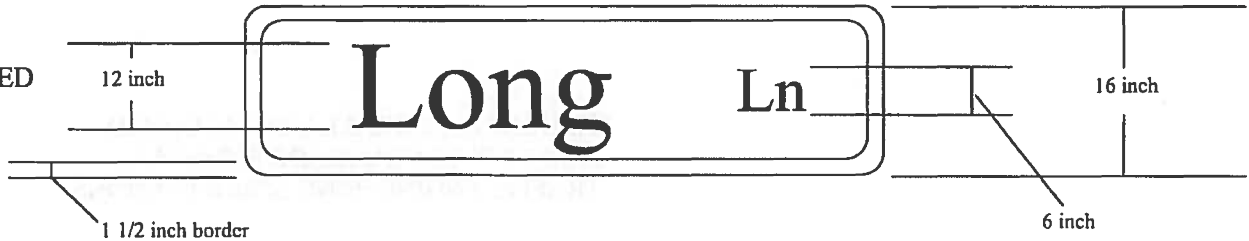
30, 35, 40 MPH



45 MPH OR GREATER



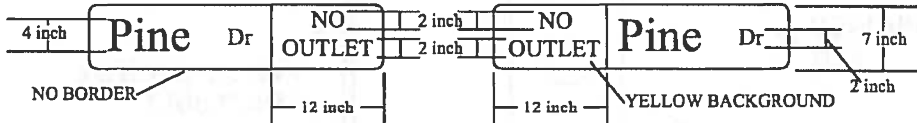
SIGNALIZED



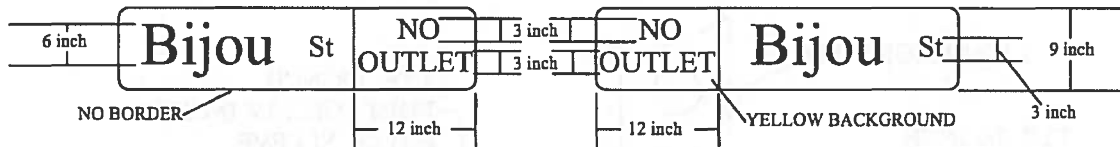
*SIGN INTALL ORIENTATION:
SMALLER SIGN ON TOP
(OR MAJOR ROAD IF
SAME SIZE)

STREET NAME SIGN STANDARDS (NO OUTLET PATCH)

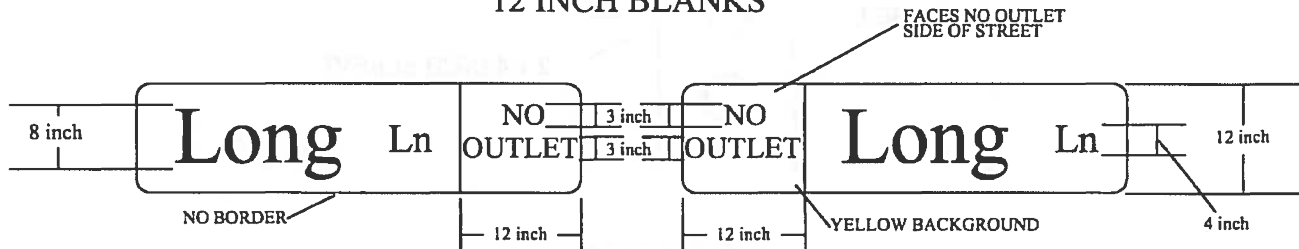
7 INCH BLANKS



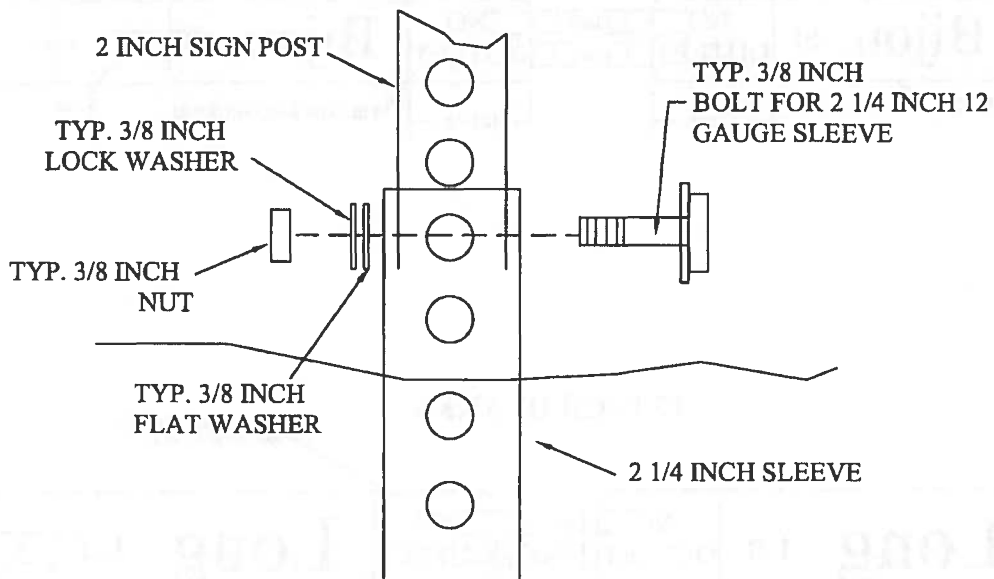
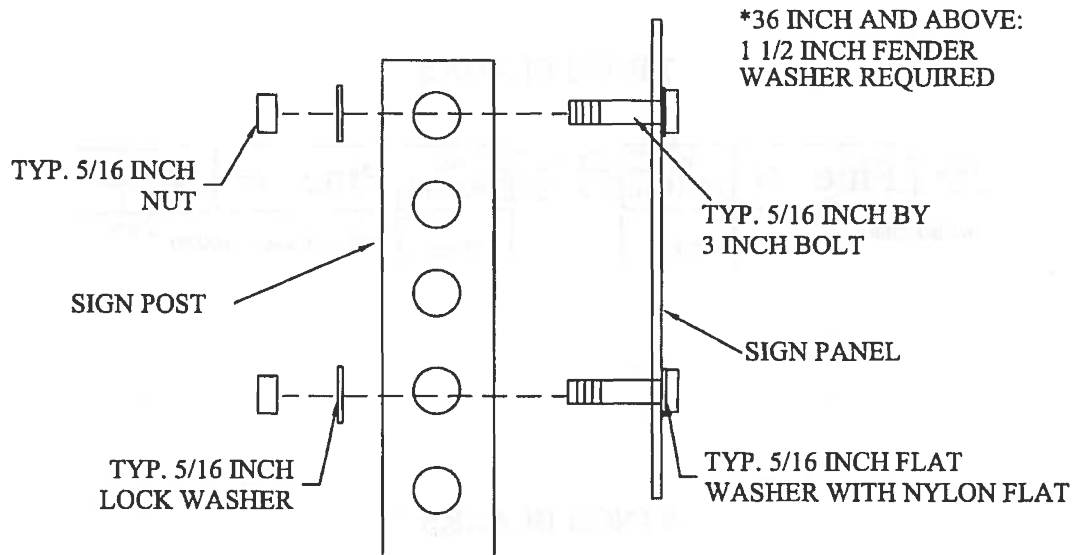
9 INCH BLANKS



12 INCH BLANKS



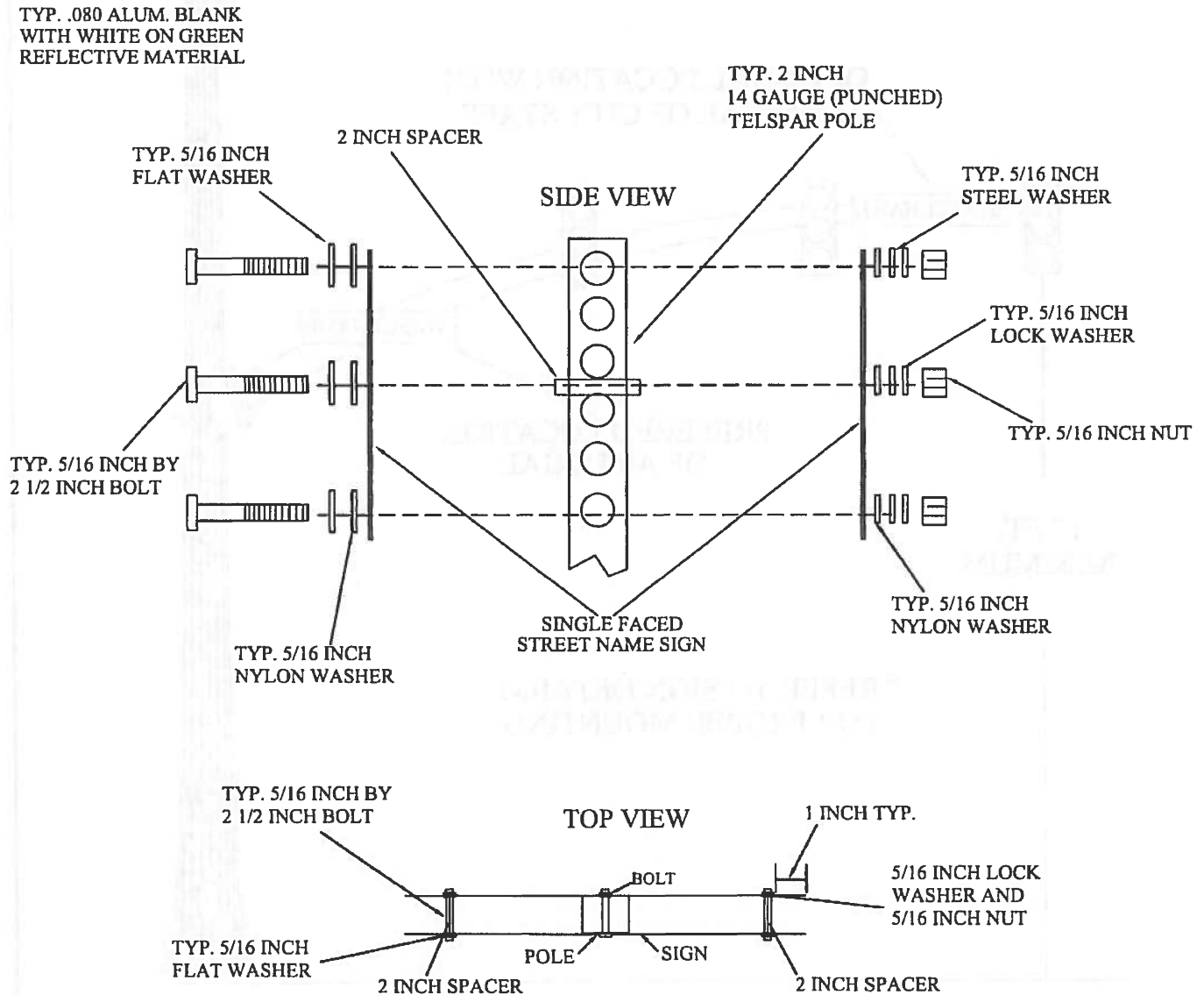
SIGN INSTALLATION HARDWARE (DETAIL)



SIDE VIEW

STREET NAME SIGN HARDWARE (DETAIL)

MOUNTING DETAIL FOR STREET NAME SIGNS

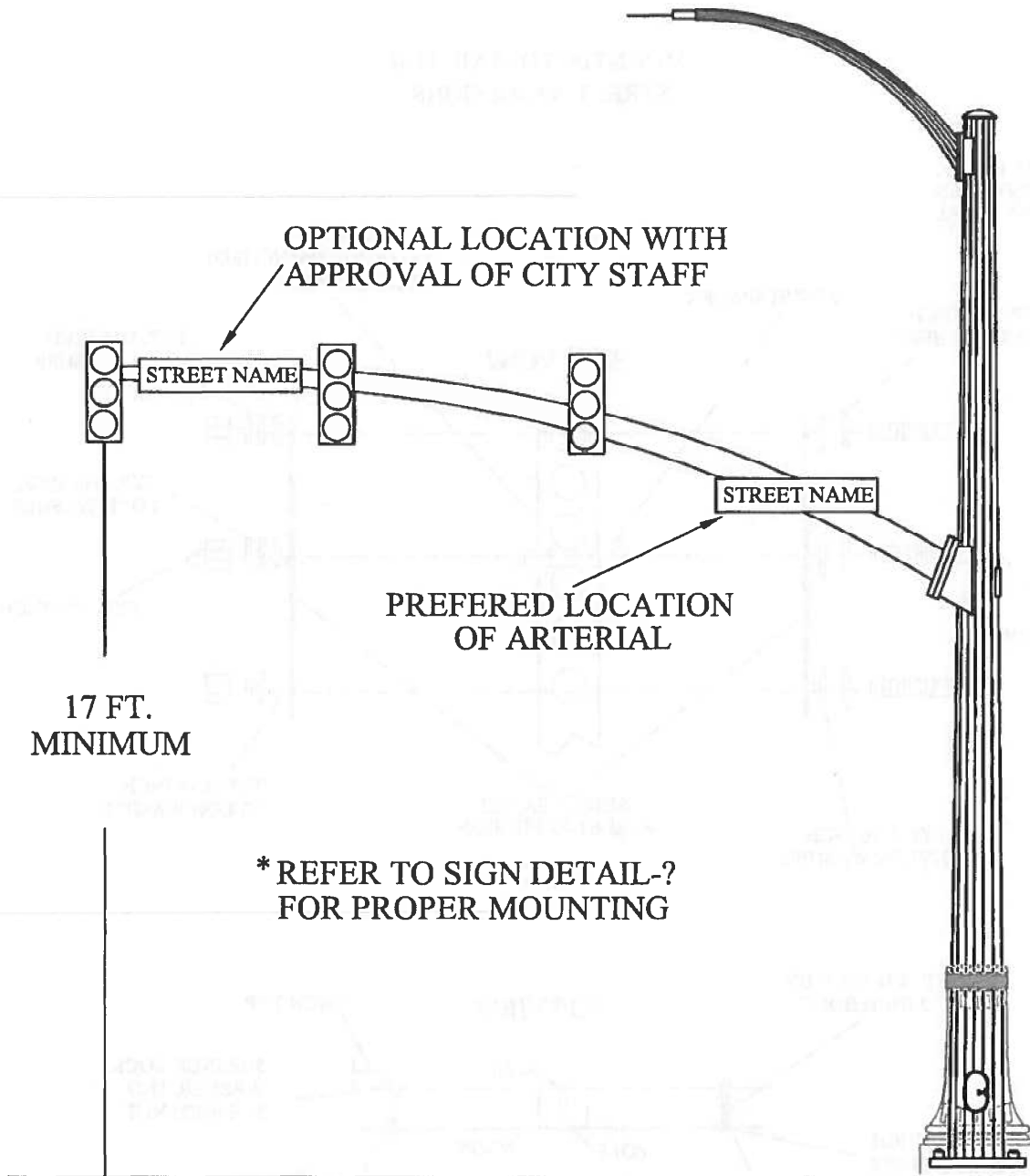


CITY OF COLORADO SPRINGS
TRAFFIC ENGINEERING

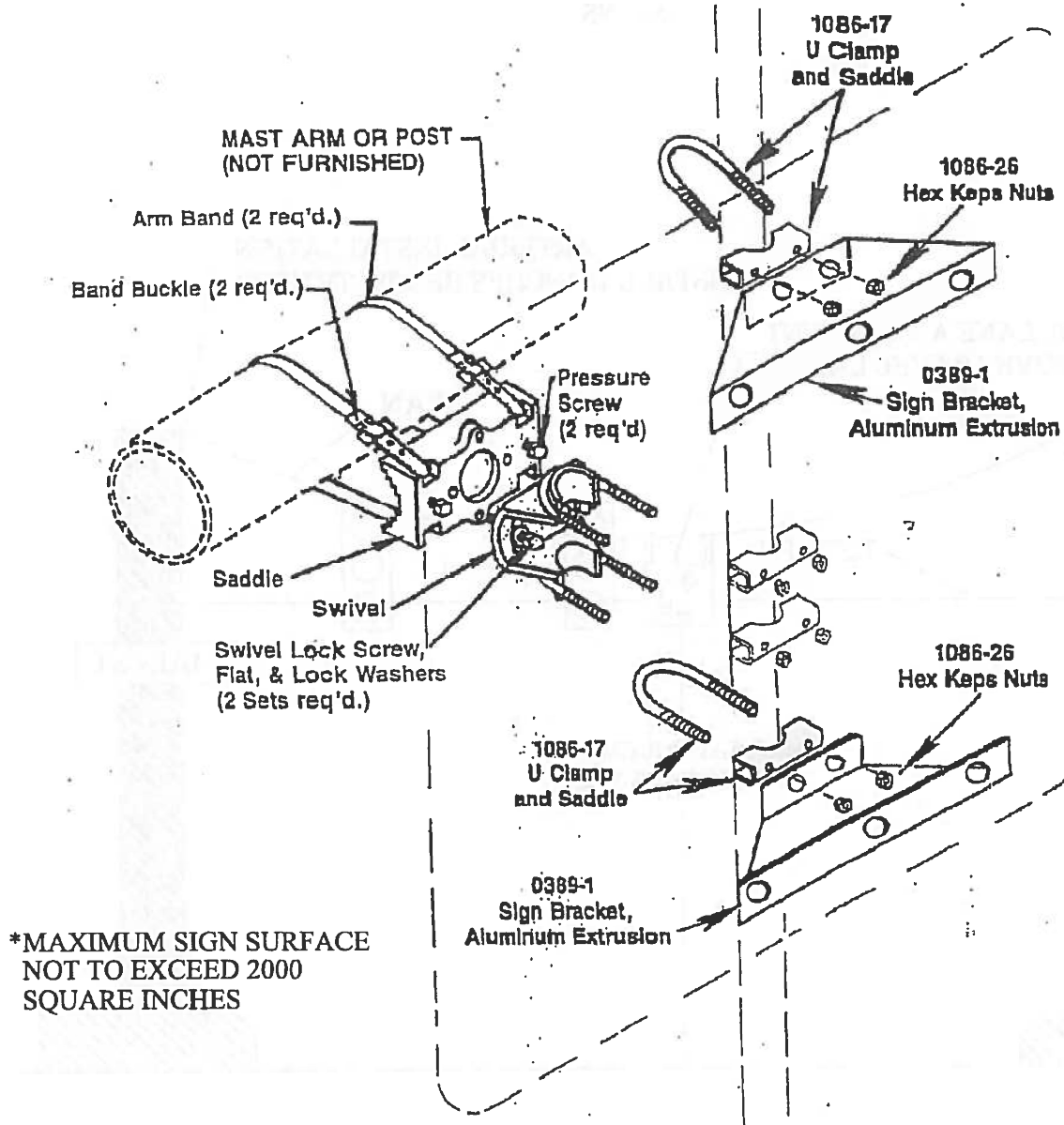
SIGNS AND MARKINGS
GUIDELINES

SIGNS DETAIL-9
REVISED 2/12/2018

MAST ARM ARTERIAL



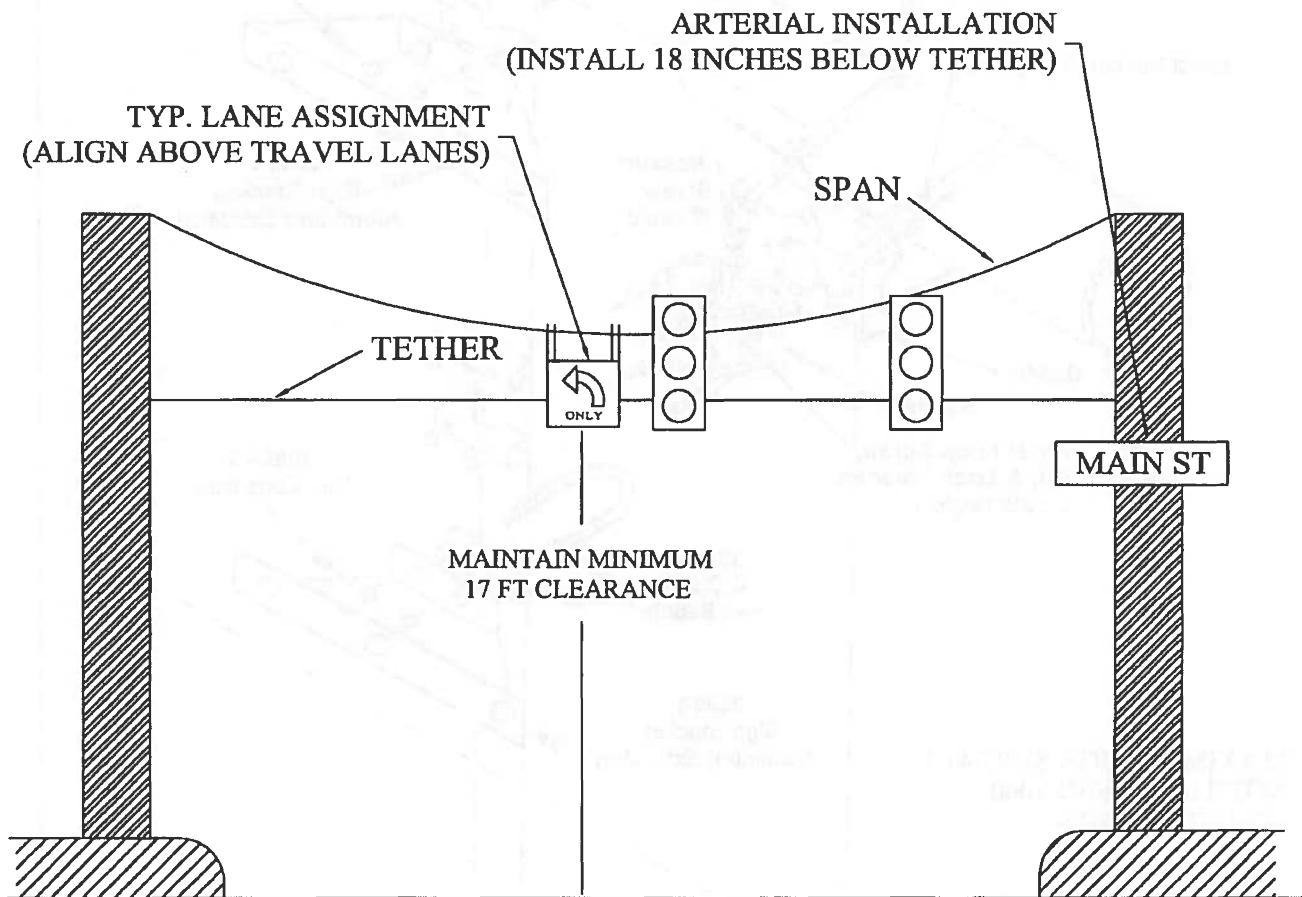
SKY BRACKET



*MAXIMUM SIGN SURFACE
NOT TO EXCEED 2000
SQUARE INCHES

SIGN POSITION

FOR LANE ASSIGNMENT AND
ARTERIAL STREET NAME
SIGNS

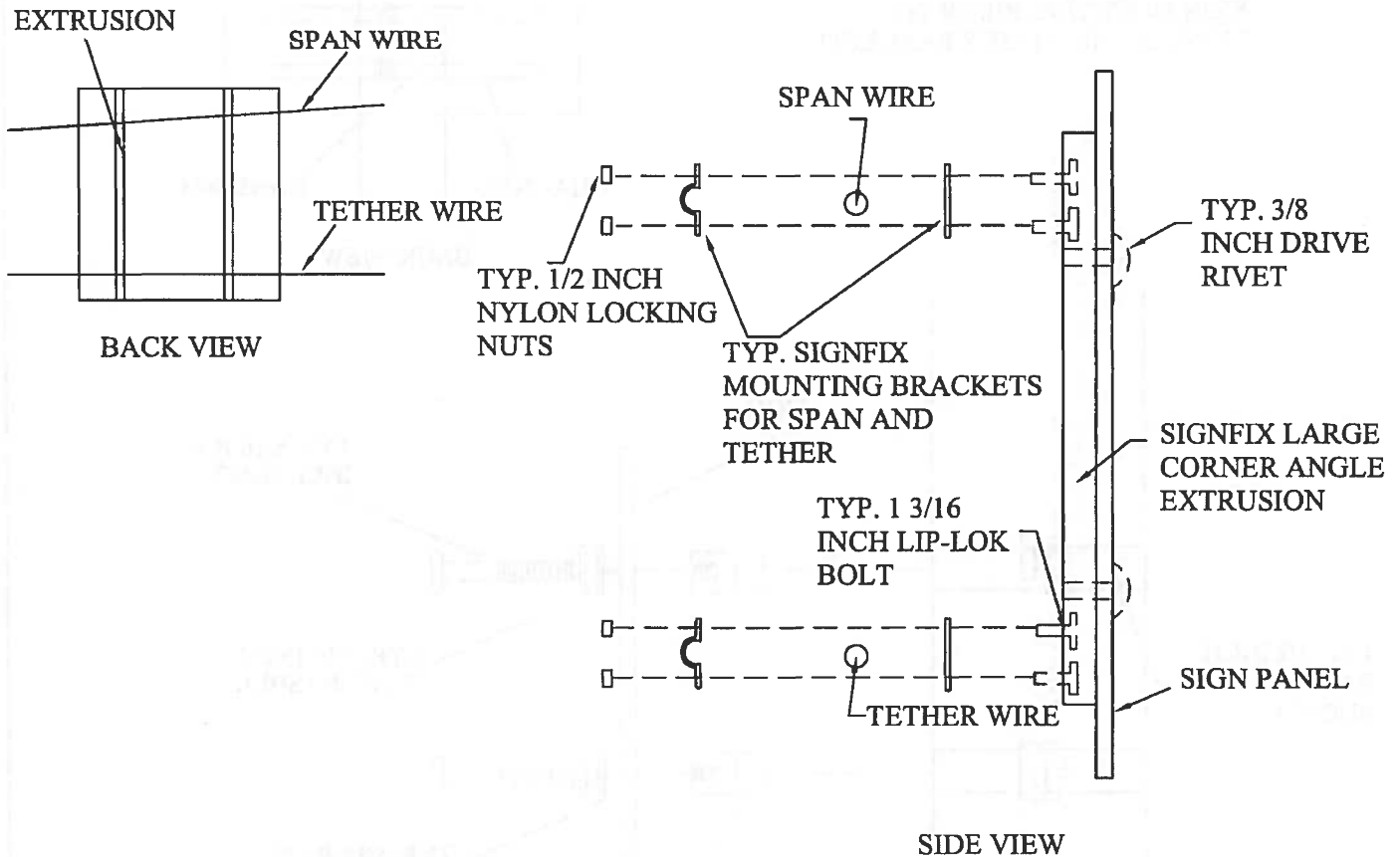


CITY OF COLORADO SPRINGS
TRAFFIC ENGINEERING

SIGNS AND MARKINGS
GUIDELINES

SIGNS DETAIL-12
REVISED 2/12/2018

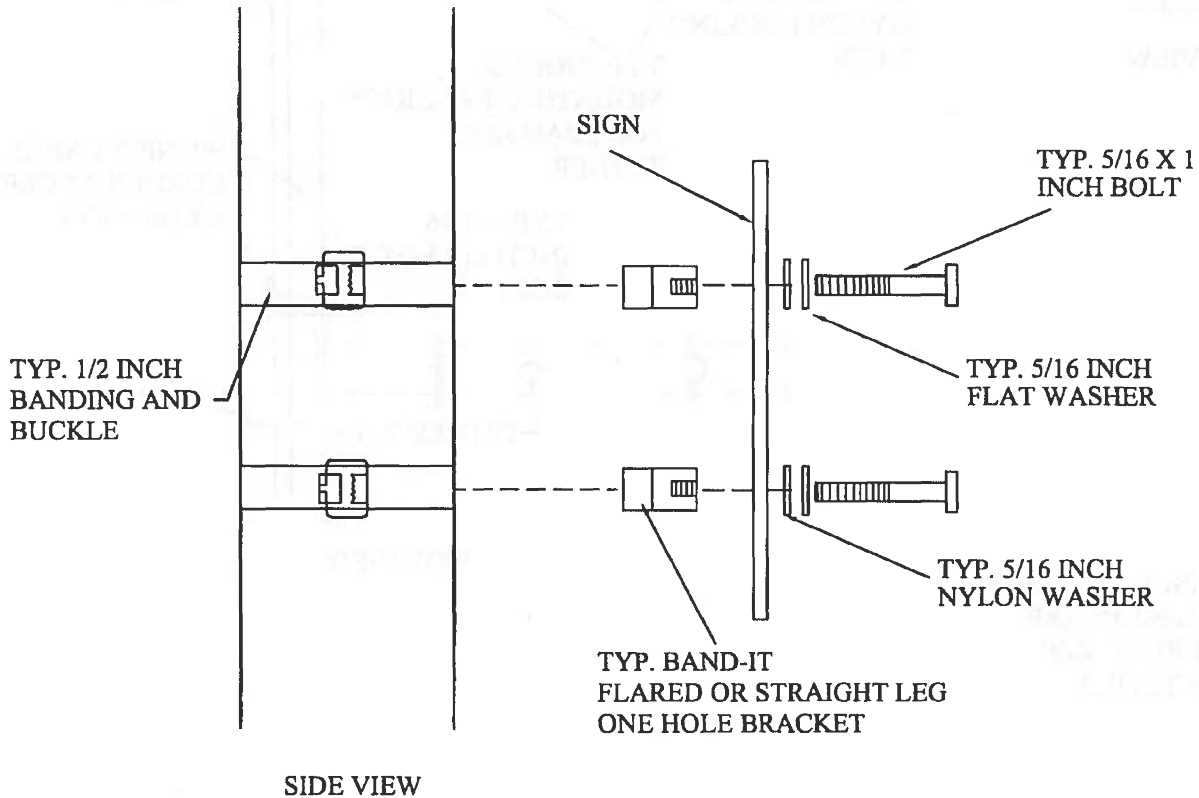
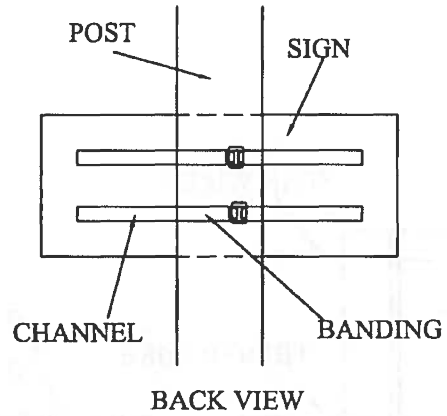
SPAN AND TETHER MOUNTING OF LANE ASSIGNMENT SIGN (DETAIL)



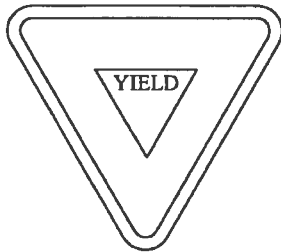
*ENSURE MOUNTING BRACKETS ARE CORRECT SIZE FOR TETHER

UTILITY POLE MOUNTING (DETAIL)

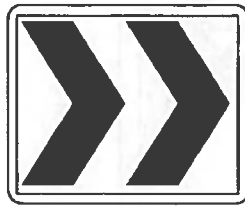
*FOR ARTERIAL STREET NAME
SIGN MOUNTING REFER TO
SIGNS DETAIL 11 (SKY BRACKET)



STANDARD ROUNDABOUT SIGNS



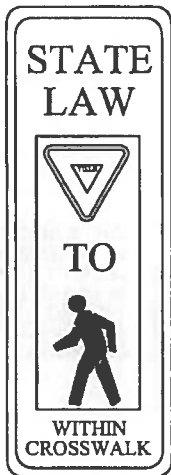
R1-2



R6-4



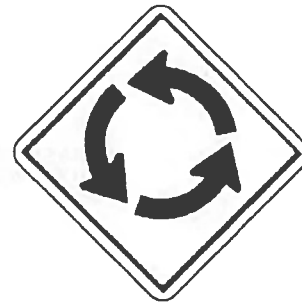
D3-1



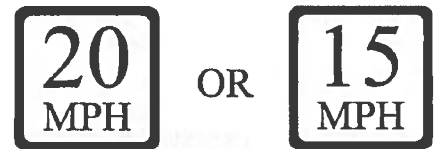
R1-6
(OPTIONAL)



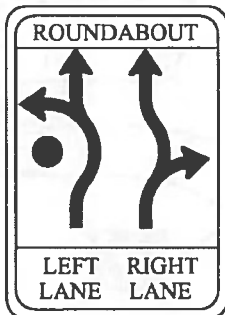
W11-2



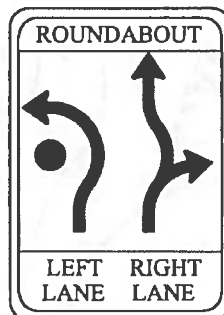
W2-6



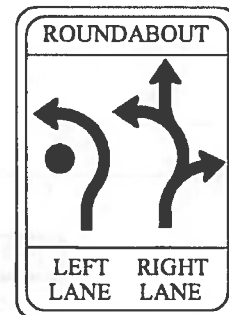
W13-1



R3-8C (R1)



R3-8C (R2)



R3-8C (R3)

SIGN LAYOUT FOR MULTILANE ROUNDABOUTS

REQUIRED AT DSD IF
ROUNDAOBOUT NOT VISIBLE



MULTILANE APPROACHES,
175' TO 200' FROM YIELD LINES
USE PAVEMENT MARKINGS
WITH LANE USE SIGNS



2 R1-6 SIGNS
PLACED IN SPLITTER



2 R1-6 SIGNS
PLACED IN SPLITTER
ISLAND AT ALL
MARKED CROSSWALKS
REGARDLESS OF
APPROACH SPEED
(OPTIONAL)



CROSSWALK

RAISED ISLAND

CENTER ISLAND

BIJOU St

D3-1

ON 5FT POLE

CITY OF COLORADO SPRINGS
TRAFFIC ENGINEERING

SIGNS AND MARKINGS
GUIDELINES

SIGNS DETAIL-16
REVISED 2/12/2018

SIGN LAYOUT FOR SINGLE LANE ROUNDABOUTS

REQUIRED AT DSD IF
ROUNDAABOUT IS NOT VISIBLE



REQUIRED FOR MARKED CROSSWALKS
ON ARTERIALS WITH APPROACH
SPEEDS 35 MPH OR GREATER.
LOCATE 50' FROM CROSSWALK



RAISED ISLAND

2 R1-6 SIGNS
PLACED IN SPLITTER
ISLAND AT ALL
MARKED CROSSWALKS
REGARDLESS OF
APPROACH SPEEDS



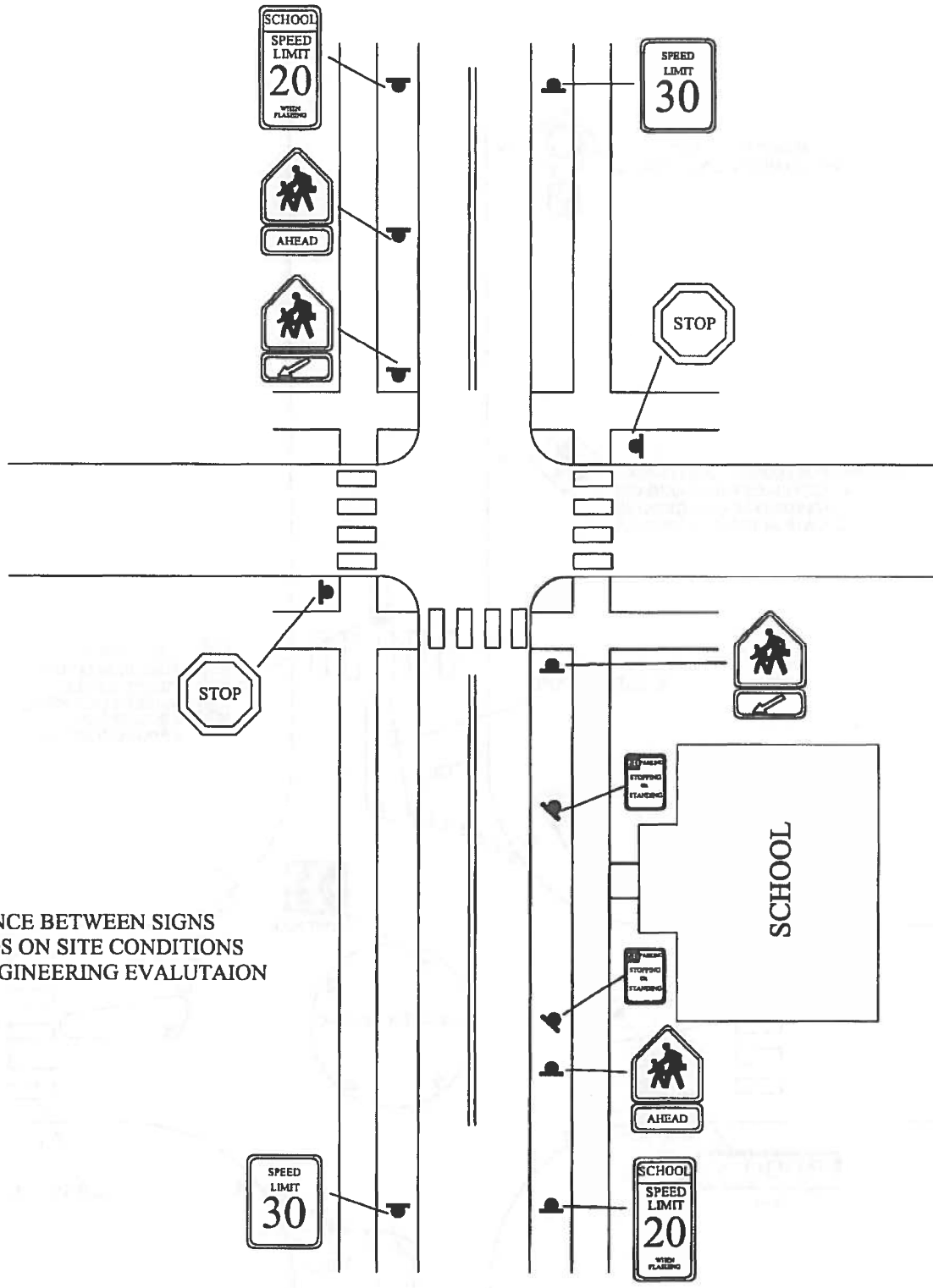
ON SFT POLE

CENTER ISLAND

BIJOU St
D3-1

CROSSWALK

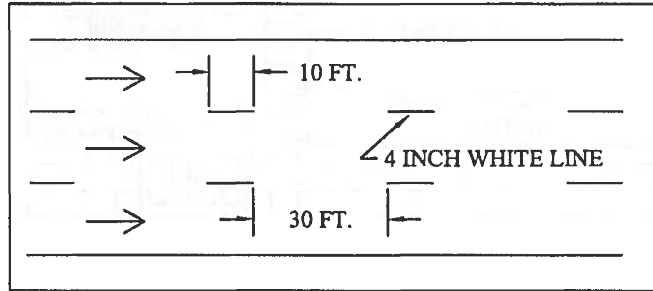
SCHOOL ZONES



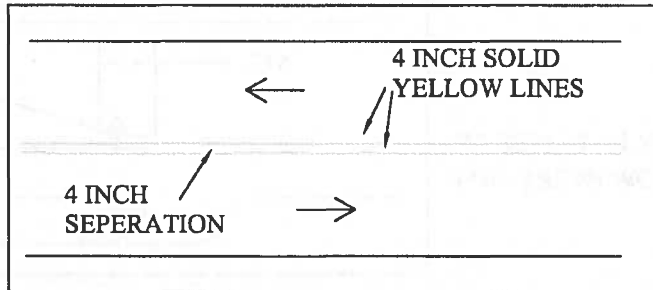
*DISTANCE BETWEEN SIGNS
DEPENDS ON SITE CONDITIONS
AND ENGINEERING EVALUTAION

MARKINGS STANDARDS

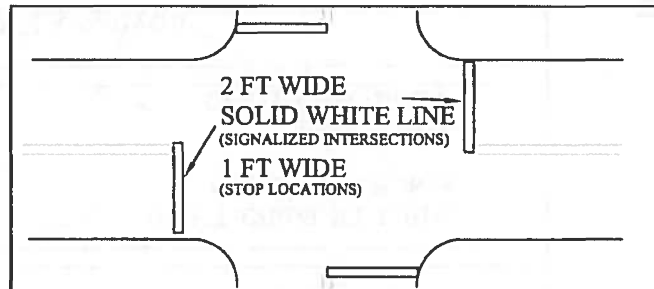
1. SKIP LINE



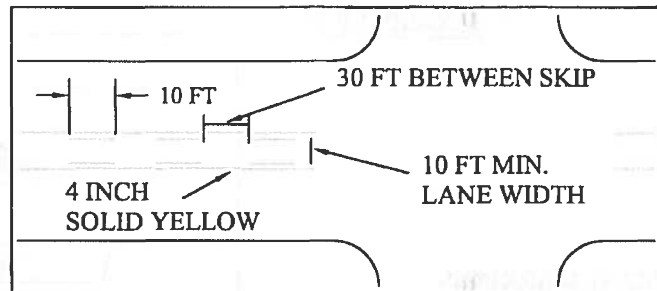
2. DOUBLE YELLOW



3. STOP BAR

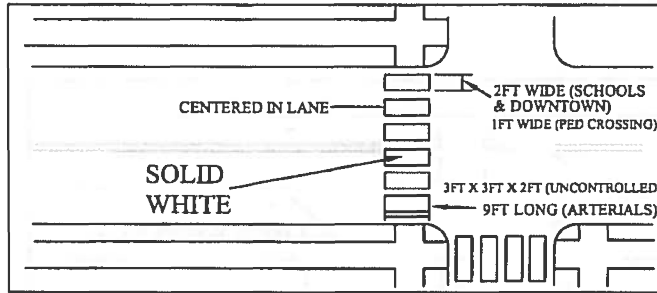


4. CONTINUOUS LEFT TURN LANE



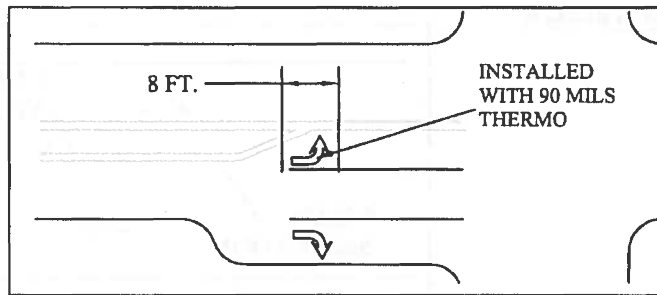
*CONTRAST MARKINGS
REQUIRED TO BE
INLAYED ON
CONCRETE ROADWAY

5. CROSSWALK



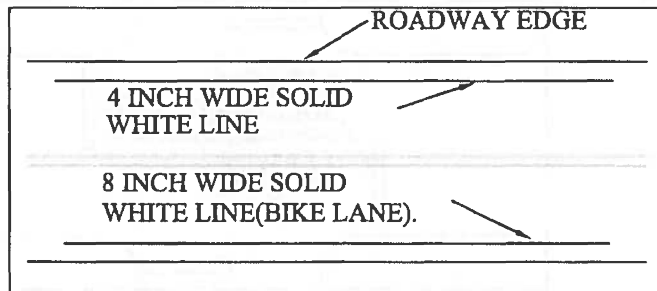
6. PAVEMENT MARKING ARROW

2 ARROWS FOR EVERY BAY OVER 75'
(ARROW EVERY 100')

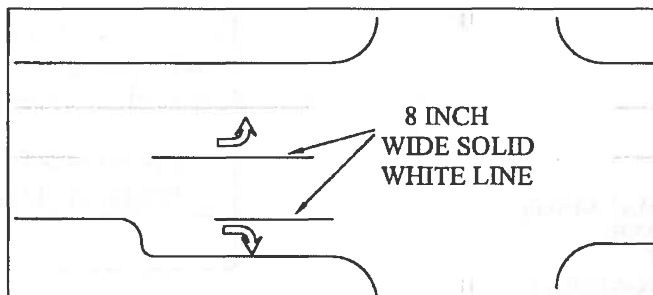


*ALL ARROWS
INSTALLED AT
START OF
TURN BAY

7. EDGE LINE- BIKE LANE



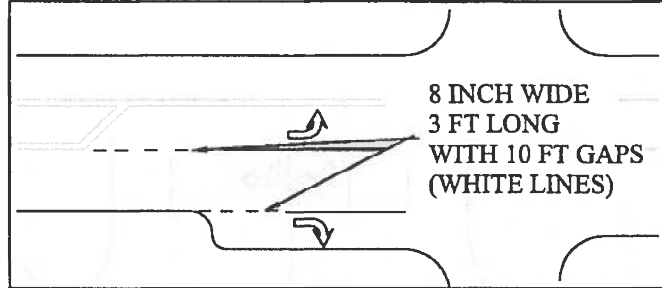
8. BARRIER LINE



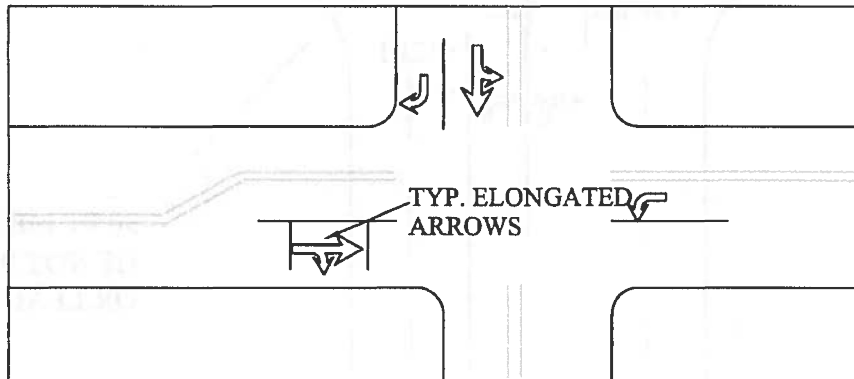
*CONTRAST MARKINGS
REQUIRED TO BE
INLAYED ON
CONCRETE ROADWAY

9. GUIDELINE MARKINGS

*ONLY USED WHEN SHIFTING
OR GUIDING TRAFFIC

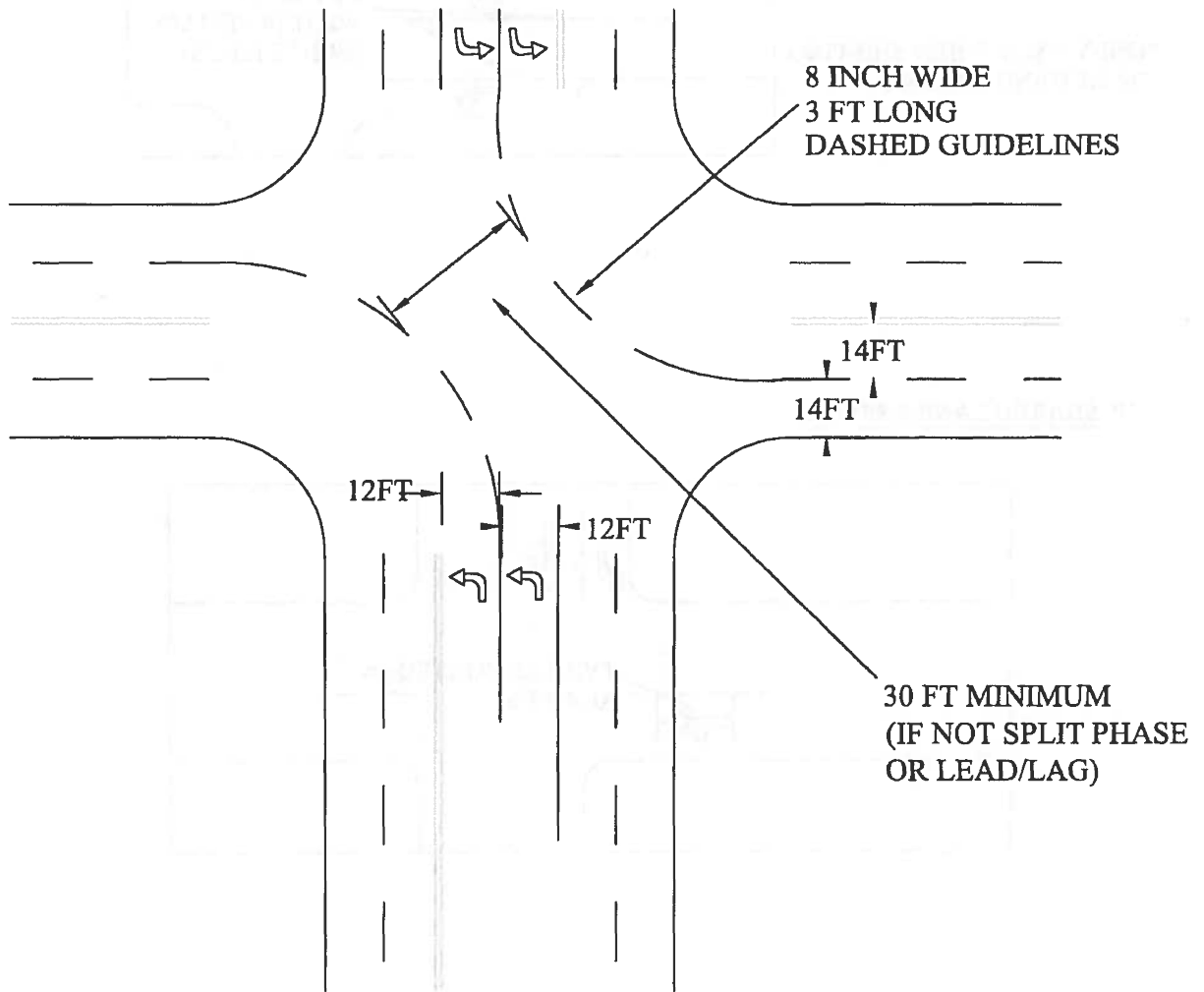


10. SHARED LANE ARROWS



*CONTRAST MARKINGS
REQUIRED TO BE
INLAYED ON
CONCRETE ROADWAY

LAYOUT FOR DUAL LEFT TURNS



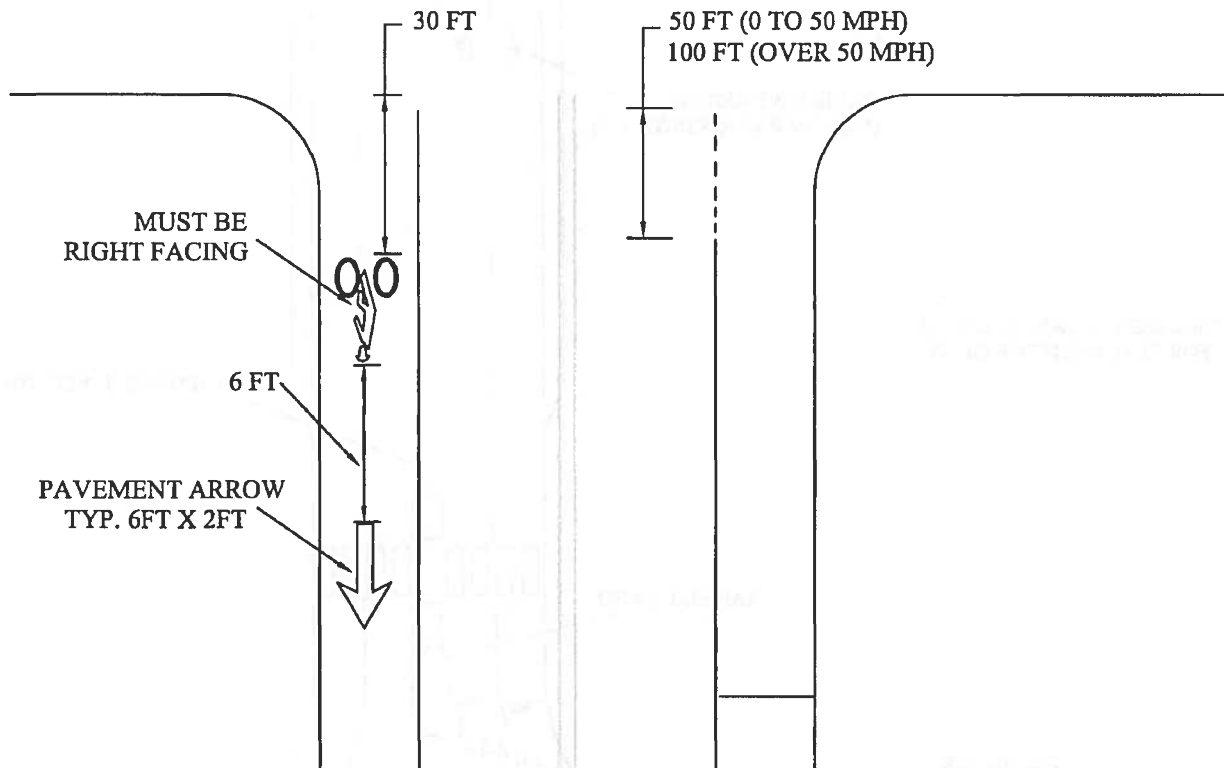
***CONTRAST MARKINGS
REQUIRED TO BE
INLAYED ON
CONCRETE ROADWAY**

**CITY OF COLORADO SPRINGS
TRAFFIC ENGINEERING**

**SIGNS AND MARKINGS
GUIDELINES**

**MARKINGS DETAIL-4
REVISED 2/12/2018**

BIKE LANE LAYOUT



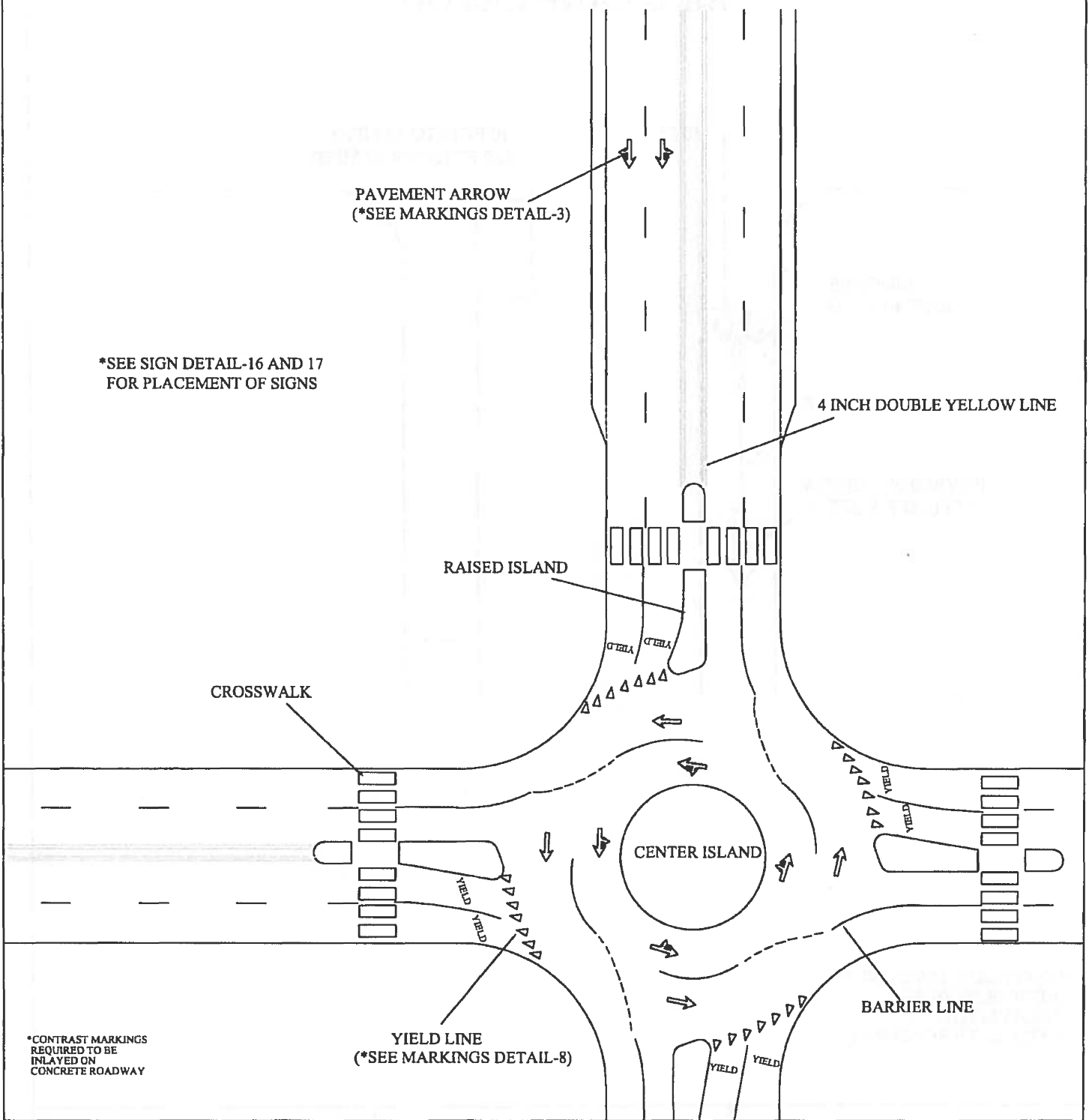
*CONTRAST MARKINGS
REQUIRED TO BE
INLAYED ON
CONCRETE ROADWAY

CITY OF COLORADO SPRINGS
TRAFFIC ENGINEERING

SIGNS AND MARKINGS
GUIDELINES

MARKINGS DETAIL-5
REVISED 2/12/2018

STRIPING LAYOUT FOR MULTILANE ROUNDABOUTS



*SEE SIGN DETAIL-16 AND 17
FOR PLACEMENT OF SIGNS

PAVEMENT ARROW
(*SEE MARKINGS DETAIL-3)

4 INCH DOUBLE YELLOW LINE

RAISED ISLAND

CROSSWALK

CENTER ISLAND

YIELD LINE
(*SEE MARKINGS DETAIL-8)

BARRIER LINE

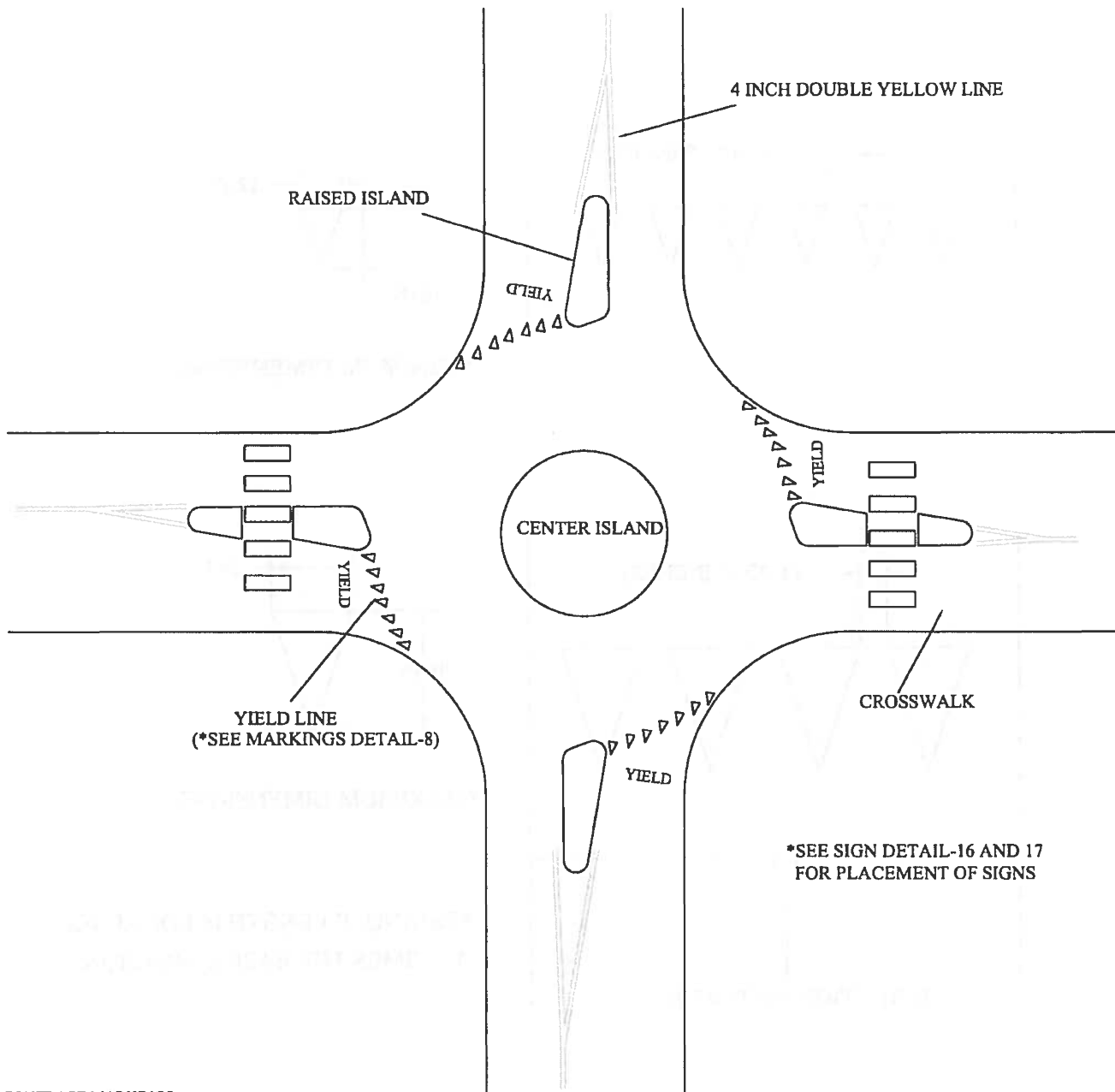
*CONTRAST MARKINGS
REQUIRED TO BE
INLAYED ON
CONCRETE ROADWAY

CITY OF COLORADO SPRINGS
TRAFFIC ENGINEERING

SIGNS AND MARKINGS
GUIDELINES

MARKINGS DETAIL-6
REVISED 2/12/2018

STRIPING LAYOUT FOR SINGLE LANE ROUNDABOUTS



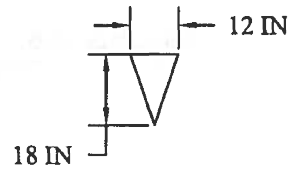
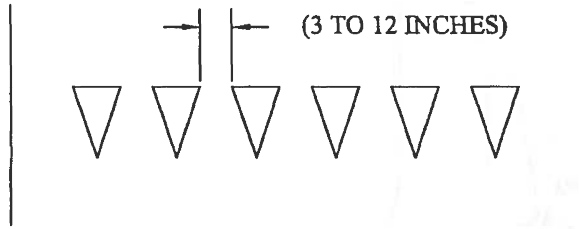
*CONTRAST MARKINGS
REQUIRED TO BE
INLAIED ON
CONCRETE ROADWAY

CITY OF COLORADO SPRINGS
TRAFFIC ENGINEERING

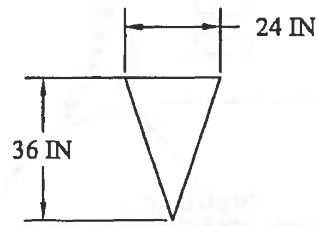
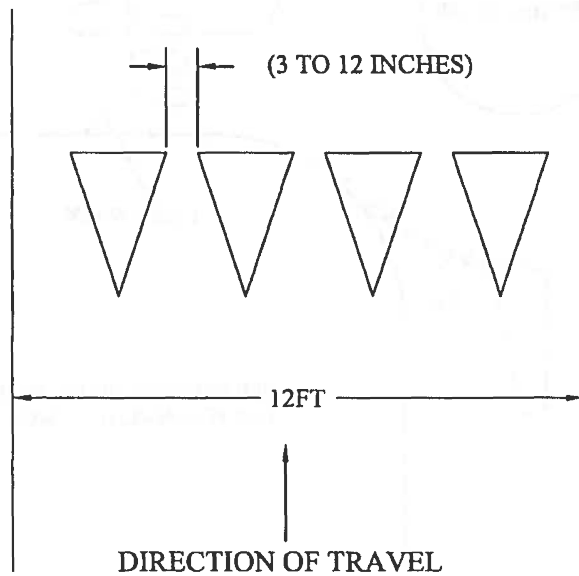
SIGNS AND MARKINGS
GUIDELINES

MARKINGS DETAIL-7
REVISED 2/12/2018

YIELD LINE LAYOUT



*MINIMUM DIMENSIONS



*MAXIMUM DIMENSIONS

*TRIANGLE LENGTH IS EQUAL TO 1.5 TIMES THE BASE DIMENSION

*CONTRAST MARKINGS
REQUIRED TO BE
INLAYED ON
CONCRETE ROADWAY

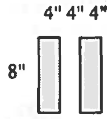
LAYOUT MARKINGS AND SYMBOLS

ALL TABS AND LAYOUT MARKS SHOULD BE PLACED 30' APART AND TABS ARE 8" LONG

DOUBLE YELLOW



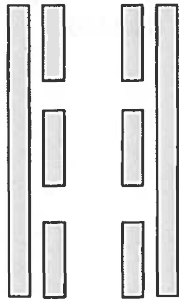
TAB



ROAD MARKING SYMBOL FOR LAYOUT



CONTINUOUS LEFT TURN LANE



TAB

1 TAB IN CENTER OF SOLID AND SKIP LINE



ROAD MARKING SYMBOL FOR LAYOUT



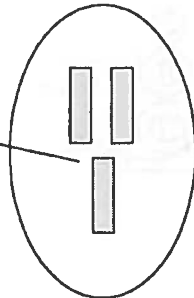
DOUBLE YELLOW TO CONTINUOUS

LEFT TURN LANE



2 YELLOW TABS FOR DOUBLE YELLOW

1 YELLOW TAB CENTERED FOR CONTINUOUS



ROAD MARKING SYMBOL FOR LAYOUT



*CONTRAST MARKINGS
REQUIRED TO BE
INLAYED ON
CONCRETE ROADWAY

LAYOUT MARKINGS AND SYMBOLS

ALL TABS AND LAYOUT MARKS SHOULD BE PLACED 30' APART AND TABS ARE 8" LONG
PERMANENT TAPE - (NO FOIL BACK)

SKIP LINE

TAB

ROAD MARKING SYMBOL FOR LAYOUT



1 WHITE TAB
CENTER OF SKIP

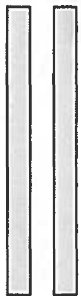
4"X 8" 




TURN LANE
(LEFT OR RIGHT)

LEFT TURN LANE PICTURED

ROAD MARKING SYMBOL FOR LAYOUT



2 WHITE TABS SIDE BY SIDE
WITH NO GAP BETWEEN

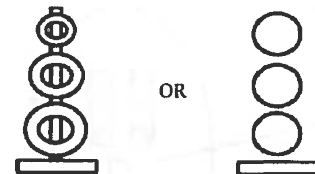
4"X 8" (X2) 



DOTTED LINES
(PUPPY TRACKS)

GENERALLY NO TABS

ROAD MARKING SYMBOL FOR LAYOUT



*CONTRAST MARKINGS
REQUIRED TO BE
INLAYED ON
CONCRETE ROADWAY

SCHEDULE L- DAVIS BACON WAGE DETERMINATION

"General Decision Number: CO20240008 01/05/2024

Superseded General Decision Number: CO20230008

State: Colorado

Construction Type: Highway

Counties: El Paso, Pueblo and Teller Counties in Colorado.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
 0 01/05/2024

ELEC0012-009 09/01/2023

PUEBLO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 31.90	14.96

ELEC0113-009 06/01/2023

EL PASO AND TELLER COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 35.70	17.52

ENGI0009-009 05/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
(3)-Drill Rig Caisson (smaller than Watson 2500 and similar).....	\$ 33.30	14.20
(4)-Crane (50 tons and under).....	\$ 33.83	14.20
(5)-Drill Rig Caisson (Watson 2500 similar or larger), Crane (51-90 tons).\$	34.41	14.20
(6)-Crane (91-140 tons).....	\$ 35.28	14.20

SUC02011-003 09/15/2011

	Rates	Fringes
CARPENTER		
Excludes Form Work.....	\$ 24.15	6.25
Form Work Only		
El Paso, Teller.....	\$ 19.06	5.84
Pueblo.....	\$ 19.00	5.88
CEMENT MASON/CONCRETE FINISHER		
El Paso, Teller.....	\$ 17.36	3.00
Pueblo.....	\$ 17.74	3.00
FENCE ERECTOR.....	\$ 13.02 **	3.20
GUARDRAIL INSTALLER.....	\$ 12.89 **	3.20
HIGHWAY/PARKING LOT STRIPING:Painter.....	\$ 12.62 **	3.21
IRONWORKER, REINFORCING (Excludes Guardrail Installation)		
El Paso, Teller.....	\$ 20.49	1.65
Pueblo.....	\$ 16.69 **	5.45
IRONWORKER, STRUCTURAL (Excludes Guardrail Installation).....	\$ 18.22	6.01
LABORER		
Asphalt Raker.....	\$ 17.54	3.16
Asphalt Shoveler.....	\$ 21.21	4.25

Asphalt Spreader.....	\$ 18.58	4.65
Common or General		
El Paso.....	\$ 17.05 **	3.69
Pueblo.....	\$ 16.29 **	4.25
Teller.....	\$ 16.88 **	3.61
Concrete Saw (Hand Held)....	\$ 16.29 **	6.14
Landscape and Irrigation....	\$ 12.26 **	3.16
Mason Tender-		
Cement/Concrete.....	\$ 16.29 **	4.25
Pipelayer.....	\$ 18.72	3.24
Traffic Control (Flagger)...	\$ 9.55 **	3.05
Traffic Control (Sets		
Up/Moves Barrels, Cones,		
Install Signs, Arrow		
Boards and Place		
Stationary Flags)(Excludes		
Flaggers).....	\$ 12.43 **	3.22
PAINTER (Spray Only).....	\$ 16.99 **	2.87
POWER EQUIPMENT OPERATOR:		
Asphalt Laydown.....	\$ 22.67	8.72
Asphalt Paver.....	\$ 21.50	3.50
Asphalt Roller		
El Paso.....	\$ 24.42	6.96
Pueblo.....	\$ 23.67	9.22
Teller.....	\$ 24.42	6.96
Asphalt Spreader.....	\$ 22.67	8.72
Backhoe/Trackhoe		
El Paso.....	\$ 23.31	5.61
Pueblo.....	\$ 21.82	8.22
Teller.....	\$ 23.32	5.50
Bobcat/Skid Loader.....	\$ 15.37 **	4.28
Boom.....	\$ 22.67	8.72
Broom/Sweeper		
El Paso, Teller.....	\$ 23.43	8.04
Pueblo.....	\$ 23.47	9.22
Bulldozer		
El Paso.....	\$ 26.56	7.40
Pueblo, Teller.....	\$ 26.11	6.92
Drill.....	\$ 17.59	3.45
Forklift.....	\$ 15.91 **	4.68
Grader/Blade		
El Paso.....	\$ 22.83	8.72
Pueblo.....	\$ 23.25	6.98
Teller.....	\$ 23.22	8.72
Guardrail/Post Driver.....	\$ 16.07 **	4.41
Loader (Front End)		
El Paso.....	\$ 23.61	7.79
Pueblo.....	\$ 21.67	8.22
Teller.....	\$ 23.50	7.64
Mechanic		
El Paso.....	\$ 22.35	6.36
Pueblo.....	\$ 24.02	8.43
Teller.....	\$ 22.16	6.17
Oiler		
El Paso.....	\$ 23.29	7.48
Pueblo.....	\$ 23.13	7.01
Teller.....	\$ 22.68	7.11
Roller/Compactor (Dirt and		
Grade Compaction)		
El Paso.....	\$ 16.70 **	3.30
Pueblo, Teller.....	\$ 18.43	4.62
Rotomill.....	\$ 16.22 **	4.41
Scrapper.....	\$ 24.28	4.83

Screed		
El Paso, Teller.....	\$ 25.22	5.74
Pueblo.....	\$ 23.67	9.22
Tractor.....	\$ 13.13 **	2.95

TRUCK DRIVER

Distributor		
El Paso, Teller.....	\$ 17.98	3.97
Pueblo.....	\$ 18.35	3.85
Dump Truck		
El Paso, Teller.....	\$ 16.85 **	4.83
Pueblo.....	\$ 16.87 **	4.79
Lowboy Truck.....	\$ 17.25	5.27
Mechanic.....	\$ 26.69	3.50
Multi-Purpose Specialty &		
Hoisting Truck.....	\$ 17.27	3.71
Pickup and Pilot Car.....	\$ 13.93 **	3.68
Semi/Trailer Truck.....	\$ 16.00 **	2.60
Truck Mounted Attenuator....	\$ 12.43 **	3.22
Water Truck		
El Paso.....	\$ 17.24	4.15
Pueblo.....	\$ 20.93	4.98
Teller.....	\$ 17.31	4.07

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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 ** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current

negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"