



REQUEST FOR PROPOSAL
Consultant Services

R16- 082MZ

Date issued: May 19, 2016

**CSPD SAND CREEK SUBSTATION
ARCHITECTURAL DESIGN
SERVICES**

THE CITY OF COLORADO SPRINGS

The City of Colorado Springs requests Firm Fixed Price (FFP) proposals, as detailed in this Request for Proposal (RFP), for CSPD Sand Creek Substation Architectural Design Services.

The City of Colorado Springs (City) and the Colorado Springs Police Department (CSPD) seek the services of a qualified architectural/engineering design firm (selected Offeror) for the purpose of developing plans for the replacement of the existing and Sand Creek Police Substation. The new site is located on the undeveloped property between Academy Park Loop and Inverness Drive.

The current Sand Creek Area Command (South East) substation, located at 4125 Center Park Drive, serves a community of approximately 90,000 citizens spanning an area of 43.19 square miles and 302.52 street miles. It is the busiest of the four Patrol Divisions/Area Commands in terms of calls for service. In 2015, CSPD responded to a total of 384,505 City-wide calls for service; Sand Creek responded to 102,599 calls for a 26.7% share of the overall City-wide calls for service.

It is critical factor to have the vision and foresight to design and construct a complex that will stand the test of time. The building must be functional, sustainable, flexible and adaptable for the next 30-50 years and must be sized and scaled for the future, not the present or past. The Sand Creek substation complex building and grounds must be compatible with the environment, non-intrusive, community sensitive, and with a balanced approach to citizen and department needs. The new Sand Creek Police substation should provide a quality visitor experience within the public areas of the structure; visitor lobby, community rooms, interview rooms, and fingerprinting room. Within the restricted areas of the structure, emphasis officer safety and security is of paramount concern with a comfortable environment and for employees and visitors.

Only firms with previous experience in designing law enforcement facilities will be considered for a contract award.

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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 Rocky Mountain E-Purchasing System. All addenda or amendments shall be issues through the Rocky Mountain E-Purchasing System 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	May 19, 2016
Pre-Proposal Conference	May 31, 2016

We will hold a pre-proposal conference at the City of Colorado Springs City Administration Building, 30 S Nevada Ave., **Conference Room 102**, Colorado Springs, CO 80903. This meeting is not mandatory. However all Offerors are encouraged to attend.

Cut Off Date for Questions	June 10, 2016 2:00PM
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Questions about the RFP must be emailed in writing and directed to Michael Zeller, at the following email address: mzeller@springsgov.com. 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 Date.

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	June 24, 2016 2:00PM
Interviews (if applicable)	July 7, 2016
Award of Contract	July 14, 2016
Notice to Proceed	July 29, 2016

1.2 SUBMISSION OF PROPOSAL

Proposals are to be submitted to:
Michael Zeller
Contracts Specialist
30 S. Nevada Avenue, Suite 201
Colorado Springs, CO 80903

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

Date/Time: Proposals shall be received on or before Time June 24, 2016
2:00PM.

Identification of Proposal:

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

**RFP No. and Title: CSPD SAND CREEK SUBSTATION ARCHITECTURAL
DESIGN SERVICES**

Due Date: JUNE 24, 2016 2:00PM

Company:

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

1.3 NUMBER OF COPIES

Offerors shall submit one **(1) unbound original and six (6) hardcopies** of the proposal documents. **Offerors shall also submit one softcopy on CD/Flash Drive.** Upon submission, all proposal documents shall become and remain the property of the City of Colorado Springs.

1.4 SPECIAL TERMS

Please note the following definitions of terms as used herein:

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

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

The term “Offer” means the proposal.

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

The term "Project" refers to **CSPD Sand Creek Substation Architectural Design Services.**

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 Rocky Mountain E-Purchasing System (www.rockymountainbidsystem.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.

Base Year: August 1, 2016 – July 31, 2017
Option Year 1: August 1, 2017 – July 31, 2018
Option Year 2: August 1, 2018 – December 31, 2018

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 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) Statement of Work
- (c) Other Appendices, Schedules, Exhibits, or Attachments

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/cat/government/tax-information/sales-tax>. Questions can be directed to the City Sales Tax Division at (719) 385-5903.

Our Registration Numbers are as follows:

City of Colorado Springs

Federal I.D.: 84-6000573

Federal Excise: A-138557

State Sales Tax: 98-03479

1.21 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.

1.22 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.

1.23 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.

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 Qualifications Statement
- Schedule A Price Sheet

Resumes will not count against the page count

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 assessment of financial stability.

2.5 EXPERTISE AND QUALIFICATIONS

In this section, the Offeror must demonstrate that it meets and/or exceeds all requirements regarding expertise and qualifications of personnel proposed to complete the work defined in the Statement of Work/Scope of Services of this RFP. Qualifications of personnel are considered of the essence of the services provided. Therefore, the Offeror must provide information on Key Personnel who will be the personnel performing the consulting services.

A. Relevant Experience

In the Expertise and Qualifications Area, the Offeror should provide at least three references or identify 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 the successful outcomes of the projects. 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?
5. Do the references or past experience citations include designing law enforcement facilities as required by the SOW?

B. Key Personnel

In the Expertise and Qualifications Area, resumes must be provided for all personnel who would be performing work on the resultant Contract. 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?
4. Do the key personnel possess all requisite certifications, licenses, experience, etc.?

2.6 PRICE AREA

In the Price Area, the Offeror should provide a detailed breakdown of the price for each phase. 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.

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.

2.10 LOCAL PRESENCE

The City of Colorado Springs highly encourages local businesses to submit proposals in response to this solicitation. Businesses with a local presence, will receive a point advantage in the evaluation process. Offerors that have a local office within Colorado Springs will receive 3 bonus points to be added to the Offeror's over all evaluation score. Offerors that have a local office within El Paso County, but not in the City of Colorado Springs, will receive 2 points. Offerors having a Colorado in-state presence, but not a presence in the City of Colorado Springs or El Paso County, will receive 1 point. Out of state Offerors will not receive any points in this category.

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 EXPERTISE AND QUALIFICATIONS

See Section II - Item 2.5

3.1.2 PRICE

See Section II – Item 2.6

3.1.3 PROPOSAL PRESENTATION

See Section II – Item 2.7

3.1.4 EXCEPTIONS AND INSURANCE

See Section II – Items 2.8 and 2.9

3.1.5 LOCAL PRESENCE

See Section II – Item 2.10

3.2 RANKING

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

First: Expertise and Qualifications

Second: Price

Third: Proposal Presentation

Fourth: Local Presence

Exceptions and Insurance areas will be scored as pass or fail. Failure in this area may result in disqualification from award.

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

5 – Exceptional

4 – Very Good

3 – Satisfactory

2 – Marginal

1 – Unacceptable

C. Definitions for scoring are as follows:

1. The following apply to the Expertise and Qualifications Area:

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

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

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

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

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

2. The following apply to the Price Area:

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

Very Good -- The proposal meets all and exceeds some of the requirements of the RFP to the benefit of the City, and the information provided is of such a nature as to answer most questions without need for further inquiry. There are no corrective actions required, and no compromise of requirements is needed. The price is lower than the budget amount and/or the average price of the competition.

Satisfactory -- The proposal meets the requirements of the RFP, and the

information provided is of such a nature as to answer many questions without need for further inquiry. There are very few corrective actions required, and no substantive compromise of requirements is needed. The price is very close to the budget amount and/or the average price of the competition.

Marginal -- The proposal does not meet some of the requirements of the RFP, and the information provided is of such a nature as to require some clarification. There are some corrective actions required, and some non-substantive compromise of requirements is needed. The price exceeds the budget amount and/or the average price of the competition.

Unacceptable -- The proposal does not meet many of the requirements of the RFP, and the information provided is of such a nature as to require much clarification. There are many corrective actions required, and substantive compromise of requirements is needed. The price significantly exceeds the budget amount and/or the average price of the competition.

3. The following apply to the Proposal Presentation Area:

Exceptional – The proposal is professionally communicated, complete in all areas, provides sufficient detail, and is presented in a clear and effective manner. The quality far exceeds that of the competition, industry standard, or reasonable expectation.

Good -- The proposal is professionally communicated, complete in all areas, provides sufficient detail, and is presented in a clear and effective manner. The quality exceeds that of the competition, industry standard, or reasonable expectation.

Satisfactory -- The proposal is professionally communicated, complete in all areas, provides sufficient detail, and is presented in a clear and effective manner. The quality is equal to that of the competition, industry standard, or reasonable expectation.

Marginal -- The proposal is not professionally communicated and is incomplete in some areas, provides insufficient detail, and is not presented in a clear and effective manner. The quality is below that of the competition, industry standard, or reasonable expectation.

Unacceptable -- The proposal is not professionally communicated and is incomplete in many areas, provides insufficient detail, and is not presented in a clear and effective manner. The quality is far below that of the competition, industry standard, or reasonable expectation.

4. The following apply to the Exceptions and Insurance Areas

Exceptions and insurance will be evaluated as pass for fail. Whether or not exceptions to City terms and conditions are acceptable or unacceptable will be determined at the sole discretion of the City. Any exceptions deemed unacceptable may result in a “fail” rating. The Insurance Area will be rated as “pass”, unless the Offeror fails to meet any stated insurance requirement provided in this RFP. If the Offeror fails to meet any stated insurance requirement provided in this RFP, the Offeror will be rated “fail” in the Insurance Area. A rating of “fail” in either of these areas may result in disqualification from award.

5. The following apply to the Local Presence Area

Offerors that have a local office within Colorado Springs will receive 5 bonus points to be added to the Offeror’s over all evaluation score. Offerors that have a local office within El Paso County, but not in the City of Colorado Springs, will receive 3 points. Offerors having a Colorado in-state presence, but not a presence in the City of Colorado Springs or El Paso County, will receive 1 point. Out of state Offerors will not receive any points in this category.

D. Area Scoring

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

Expertise and Qualifications Area: .50

Price: .40

Proposal Presentation: .10

E. Final/Overall Scoring

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

3.3 SELECTION COMMITTEE

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

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

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

3.4 AWARD OF CONTRACT

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

SECTION IV – RESERVED

SECTION V – EXHIBITS

5.0 EXHIBITS

Exhibit 1	Proposal Certification
Exhibit 2	Sample Contract
Exhibit 3	Exceptions
Exhibit 4	Minimum Insurance Requirements
Exhibit 5	Statement of Work
Exhibit 6	Qualification Statement
Exhibit 7	Evaluation Scoresheet

5.1 APPENDICES

Appendix 1	Progress Print – Map (New Sand Creek Substation Property)
Appendix 2	Legal Descriptions – The Property
Appendix 3	Legal Description – The Right of Way
Appendix 4	Diagrams – The Property: Parcels A & B
Appendix 5	CSPD Security Background Checks & Facilities Access
Appendix 6	Applications Requirements Form – Zone Change to Public Facility
Appendix 7	General Application Form
Appendix 8	Environmental Assessment – Phase (1) One
Appendix 9	References

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. ILLEGAL ALIENS

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

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

Initials for 3

4. COOPERATION WITH OTHER CONTRACTORS

Other City activities/contracts may be in progress or start during the performance of this

contract. The Offeror shall coordinate the work harmoniously with the other contractors or City personnel, if applicable.

Initials for 4

5. INTERNET USE

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

Initials for 5

6. LITIGATION

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

Initials for 6

7. CONTRACTOR'S REGISTRATION INFORMATION

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

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

- _____ Veteran Owned Business
- _____ Service-Disabled Veteran Owned Business
- _____ HUBZone Business

Note: The City accepts self-certification for these categories in accordance with Small Business Administration (SBA) standards. The SBA size standards are found on the SBA website <https://www.sba.gov/content/am-i-small-business-concern>.

Initials for 7

8. CONTRACTOR PERSONNEL

- a) The Offeror shall appoint one of its key personnel as the “Authorized Representative” who shall have the power and authority to interface with the City and represent the Offeror in all administrative matters concerning this 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 8

9. OFFEROR’S CERTIFICATION

- The undersigned hereby affirms that:
- a) He/She is a duly authorized agent of the Offeror;
 - b) He/She has read and agrees to the City’s standard terms and conditions attached.
 - c) The offer is presented in full compliance with the collusive prohibitions of the City of Colorado Springs. The Offeror certifies that no employee of its firm has discussed, or

compared the offer with any other offeror or City employee and has not colluded with any other offeror or City employee.

d) The Offeror certifies that it has checked all of its figures, and understands that the City will not be responsible for any errors or omissions on the part of the Offeror in preparing its 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 9

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

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

Initials for 10

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

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

Initials for 11

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

CONSULTANT SERVICES CONTRACT

Contract Number:		Project Name/Title	
Vendor/Contractor			
Contact Name:		Telephone:	Email:
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:	
Contract Value Amount:		Contract Funding Amount:	

1. INTRODUCTION

THIS TYPE CONTRACT ("Contract") is made and entered into this ___ day of _____, 2016 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: XXXXXXXX.

The Contractor did on the ___ day of _____, 2016 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 Document
2. Appendix A – Additional Terms and Conditions
3. Appendix B – Contractor's Proposal,
4. Appendix C – Statement of Work.
5. Appendix D – Project Schedule

6. Appendix E – Insurance Requirements

2. COMPENSATION/CONSIDERATION

If FFP:

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

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

If T&M

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

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

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

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

excess of the Not to Exceed estimate specified herein, until the City Contracts Specialist

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

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

3. TERM OF CONTRACT

It is further agreed that the Contractor will start work promptly and continue to work diligently until completed. The Contract Period of Performance shall be as follows:

<u>Performance Period</u>	<u>Dates</u>	<u>Price</u>
---------------------------	--------------	--------------

Base Year:

Option Year One:

Option Year Two:

Option Year Three:

Option Year Four:

Option years may be exercised unilaterally by the City at the City's sole discretion. Pricing for option years shall be as indicated above. The City may elect not to exercise an option at any time before start of an option at no additional cost to the City. Further, the City shall have the unilateral option of extending services beyond the term of the Contract, including all options, for a period not to exceed a total of six (6) months if additional time is necessary to solicit and award a new Contract. Options to extend services shall be exercised upon written notification (mailed or otherwise furnished) to the Contractor at least fifteen (15) days prior to the expiration date of the Contract, or to extend Contract for up to four additional one year option periods at the City's sole discretion.

The total value of this Contract for all years shall not exceed \$XXXXXXX. The value and current funding is \$XXXXXXX for the base year.

OR

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 _____ **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 an acceptable Certificate of Insurance Policy(s) which includes Property, Liability and Professional Errors and Omissions coverage, as listed in Appendix E. The City of Colorado Springs shall be reflected as an additional insured on the Property and Liability policy(s).

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

5. RESPONSIBILITY OF THE CONTRACTOR

- A. Contractor shall satisfactorily perform the professional services for all phases of the Project as indicated in Statement of Work, which is attached hereto and made a part hereof by reference.
- B. Upon completion of any phase or sub-phase, Contractor shall not proceed with work on the next phase or sub-phase, if any, until authorized in writing by City to proceed therewith.
- C. Such services shall include all usual and customary professional engineering services and the furnishing (directly or through its professional consultants) of customary and usual civil, structural, mechanical, electrical engineering, environmental, architectural and planning services. Unless expressly excepted, in Appendix A - Statement of Work hereto, Contractor shall also provide any other environmental, geotechnical, architectural, landscape architectural and surveying services incidental to its work on the Project. If architectural services are rendered, Contractor shall provide an attested statement on each drawing sheet that certifies the design complies with all applicable provisions of the Americans with Disabilities Act. In performing the professional services, Contractor shall complete the work items described generally in Statement of Work and the items identified in this Section 5 of this Contract which are applicable to each phase for which Contractor is to render professional services.

- D. Professional engineering services (whether furnished directly or through a professional consultant subcontract) shall be performed under the direction and supervision of a registered Professional Engineer in good standing and duly licensed to practice in the State of Colorado. Reproductions of final drawings for construction produced under this Contract shall be the same as at least one record set which shall be furnished to City and which shall be signed by and bear the seal of such registered Professional Engineer.
- E. Surveying work included within or reasonably contemplated by this Contract shall be performed under the direction and supervision of a registered Professional Land Surveyor in good standing and duly licensed to practice in the State of Colorado. All plats and surveys produced under this Contract shall be signed by and bear the seal of said Professional Land Surveyor.
- F. Any architectural services provided under this Contract shall be performed under the direction and supervision of an architect duly licensed and authorized.
- G. All drawings and specifications furnished by the Contractor under this Contract (“Drawings” and “Specifications”) shall comply with all applicable building codes and requirements of regulatory agencies having any approval authority. Final design, including Drawings and Specifications, shall also comply with ADA Accessibility Guidelines (ADAAG) Manual developed by the U.S. Architectural and Transportation Barriers Board (1998) or ADA Standards for Accessible Design published at 28 C.F.R. Part 36, Appendix A, whichever is applicable. Contractor shall include an attest statement on each record drawing sheet of final plan drawings that certifies that the design is compliant with either the ADAAG Manual or 28 C.F.R. Part 36 Standards.
- H. The Contractor shall be responsible for the professional quality, technical accuracy, timely completion and the coordination of all designs, drawings, specifications, and other Statement of Work services furnished by the Contractor under this Contract, including that performed by Contractor’s consultants, and including designs, Drawings, Specifications, reports and other services, irrespective of City’s approval or acquiescence in same. 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.
- I. Contractor shall be responsible, in accordance with applicable law, to City for all loss or damage to City caused by Contractor's negligent act or omission; except that Contractor hereby irrevocably waives and excuses City and its attorneys from compliance with any requirement to obtain a certificate of review as a condition precedent to commencement of an action, including any such requirements set forth in Section 13-20-602, C.R.S. or similar statute.

- J. Contractor's professional responsibility shall comply with the standard of care applicable to the type of engineering and architectural services provided, commensurate with the size, scope and nature of the Project.
- K. Contractor shall be completely responsible for the safety of Contractor's employees in the execution of work under this Contract, shall provide all necessary safety equipment for said employees, and shall hold harmless and indemnify and defend City from any and all claims, suits, losses or injuries to Contractor's employees.
- L. Contractor acknowledges that, due to the nature of engineering and related professional services and the impact of same on the Project, City has a substantial interest in the personnel and consultants to whom Contractor assigns principal responsibility for services performed under this Contract. Consequently, Contractor represents that Contractor has selected and intends to employ or assign the key personnel and consultants identified in Appendix ____ - "Identification of Personnel, Subcontractors and Task Responsibility", attached hereto for the Project assignments and areas of responsibility stated therein. Within 10 days of execution of this Contract, City shall have the right to object in writing to employment on the Project of any such key person, consultant or assignment of principal responsibility, in which case Contractor will employ alternate personnel for such function or reassign such responsibility to another to whom City has no reasonable objection. Thereafter, Contractor shall not assign or reassign Project work to any person to whom City has reasonable objection.

The key personnel listed in Appendix ____ - "Identification of Personnel, Subcontractors and Task Responsibility" will be the individuals used in the performance of the work unless objected to by the City as provided in the immediately preceding paragraph. 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 delegated 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.

Within 5 days of execution of this Contract, Contractor shall designate in writing a Project representative who shall have complete authority to bind Contractor, and to whom City should address communications.

- M. Promptly after execution of this Contract and upon receipt of authorization from City to proceed, Contractor shall submit to City for approval a schedule showing the order in which Contractor proposes to accomplish its work, with dates on which it will commence and complete each major work item. The schedule shall provide for performance of the work in a timely manner so as to not delay City's time table for achievement of interim tasks and final completion of Project work,

provided however, the Contractor will not be responsible for delays beyond its control.

- N. Before undertaking any work which Contractor considers beyond or in addition to the scope of work and services which Contractor has contractually agreed to perform under the terms of this Contract, Contractor shall advise City in writing (i) that Contractor considers the work beyond the scope of this Contract, (ii) the reasons the Contractor believes the out of scope or additional work should be performed, and (iii) a reasonable estimate of the cost of such work. Contractor shall not proceed with such out of scope or additional work until authorized in writing by City. The compensation for such authorized work shall be negotiated, but in the event the Parties fail to negotiate or are unable to agree as to compensation, then Contractor shall be compensated for his direct costs and professional time at the rates set forth in Exhibit ____ - "Fee Schedule".
- O. Design within Funding Limitation: The Contractor shall accomplish the design services required under this Contract so as to permit the award of a construction contract at a price that does not exceed the estimated construction contract price plus ten percent (10%) as set forth below.
1. When lowest responsive and responsible bids or proposals for the construction contract are received that exceed the estimated price, the Contractor shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Contract. However, the Contractor shall not be required to perform such additional services without additional compensation if the unfavorable bids or proposals are the result of conditions beyond its reasonable control i.e. City directed scope changes, unknown design problems are encountered, or a volatile construction market at the time of bid as compared to the construction market at the date this Contract is executed.
 2. The Contractor must promptly advise the Project Manager if it finds that the Project being designed will exceed or is likely to exceed the funding limitations and it is unable to design the Project within the funding limitation.
 3. The estimated construction contract price for the Project described in this Contract is \$XXXXXXXX (plus 10%).
- P. 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.

- Q. The rights and remedies of the City provided for under this Contract are in addition to any other rights and remedies provided by law.
- R. If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.
- S. The Contractor shall be obligated to provide services as an expert witness in connection with any public hearings or legal "proceedings" for a period of five (5) years following the completion of the Project. The Contractor shall be reimbursed for such service unless the basic issue of such hearing or "proceeding" concerns sufficiency of the Contractor services as outlined in this Contract. The Contractor hereby agrees to relieve the City from all claims and liability due to the Contractor's negligence.
- T. The design of architectural, structural, mechanical, electrical, civil, or other engineering features of the work to be performed under this Contract shall be accomplished or reviewed and approved by architects or engineers registered in the state of Colorado to practice in the professional field involved.

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 was 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, which change order was signed by the authorized City representative. The amount of compensation to be paid, if any, shall be deemed to cover any and all additional general, extended overhead, 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 to this Contract shall be valid unless duly approved and issued in writing by the City of Colorado Springs Procurement Services Division. The City shall not be liable for any costs incurred by the Contractor resulting from work performed for changes not issued in writing by the City of Colorado Springs Procurement Services Division.

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

The Consultant shall indemnify and hold harmless the City, its enterprise(s), associated and/or affiliated entities, successors, or assigns, its elected officials, officers, employees, agents, and volunteers from and against all liabilities, claims, actions, damages, losses, and expenses, including without limitation reasonable attorneys' fees and costs, arising out of or resulting in any way from the performance of professional services for the City under this Contract and caused by any willful or negligent error, omission, or act of or a failure to observe any applicable standard of care by the Consultant or any person employed by it or anyone for whose acts the Consultant is legally liable. The Consultant hereby irrevocably waives and excuses City and its attorneys from compliance with any requirement to obtain a certificate of review as a condition precedent to commencement of an action, including any such requirements set forth in Section 13-20-602, C.R.S. or similar statute. In consideration of the award of this Contract, to the extent damages are covered by insurance, the Consultant 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 Consultant 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, equipment, and machinery at the project site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for

trespass or conversion), incorporate in the work all materials and equipment stored at the site or for which City has paid Contractor but which are stored elsewhere, and finish the work as City may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until Certificate of Completion of the work. In the event City terminates this Contract for Cause and the cost of completing the work exceeds the unpaid balance of the Contract price, Contractor shall pay City for any costs of completion which exceed the Contract price when combined with all amounts previously paid to Contractor. When exercising any rights or remedies under this paragraph City shall not be required to obtain the lowest price for the work performed. Should the cost of such completion, including all proper charges, be less than the original Contract price, the amount so saved shall accrue to the City. Neither the City nor any officer, agent or employee of the City shall be in any way liable or accountable to the Contractor or the Surety for the method by which the completion of the said work, or any portion thereof, may be accomplished or for the price paid.

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

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

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

23. BOOKS OF ACCOUNT AND AUDITING

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

The City's Auditor and the Auditor's authorized representatives shall have the right at any time to audit all of the related documentation. The Contractor shall make all

documentation available for examination at the Auditor's request at either the Auditor's or Contractor's offices, and without expense to the City.

24. ILLEGAL ALIENS

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

25. COMPLIANCE WITH IMMIGRATION AND CONTROL ACT

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

26. LABOR

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

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

27. GRATUITIES

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

28. NON-DISCRIMINATION

- A. In accord with section 24-34-402, C.R.S., the Contractor will not discriminate against any employee or applicant for employment because of disability, race, creed, color, sexual orientation, religion, age, national origin, or ancestry. But, with regard to a disability, it is not a discriminatory or an unfair employment practice for an employer to take into consideration disability if there is no reasonable accommodation that the employer can make with regard to the disability, the disability actually disqualifies the person from the job, and the disability has a significant impact on the job. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated

during employment without regard to their disability, race, creed, color, sexual orientation, religion, age, national origin, or ancestry. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship.

- B. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- C. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to disability, race, creed, color, sexual orientation, religion, age, national origin, or ancestry.
- D. Contractor will cooperate with the City in using Contractor's best efforts to ensure that Disadvantaged Business Enterprises are afforded the maximum opportunity to compete for subcontracts or work under this Contract.

29. ORDER OF PRECEDENCE

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

- A. This Contract document with its terms and conditions
- B. The Statement of Work
- C. Other Appendices, Attachments, Exhibits, or Schedules

30. HEADINGS

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

31. DISPUTES

- A. All administrative and contractual disputes arising from or related to this Contract shall be addressed in the following manner:
 - i. If either Party disputes or disagrees with a Contract term or the other Party's interpretation of a Contract term or has any other administrative or contractual dispute not addressed in the Unanticipated Circumstances provisions, such Party shall promptly give the other Party written notice of said dispute.
 - ii. The Parties shall hold a meeting as soon as reasonably possible, but in no event later than thirty (30) calendar days from the initial written notice of the dispute, attended by persons with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the

dispute; provided, however, that no such meeting shall be deemed to vitiate or reduce the obligations and liabilities of the Parties or be deemed a waiver by a Party of any remedies to which such Party would otherwise be entitled unless otherwise agreed to by the Parties in writing.

- iii. If, within thirty (30) calendar days after such meeting, the Parties have not succeeded in negotiating a resolution of the dispute, they agree to submit the dispute to non-binding mediation and to bear equally the costs of the mediation.
- iv. The Parties will jointly appoint a mutually acceptable mediator. If they fail to do so within twenty (20) calendar days from the conclusion of the negotiation period, they shall each select a mediator. The two mediators will then appoint a third mediator who shall conduct mediation for the Parties as the sole mediator.
- v. The Parties agree to participate in good faith in the mediation and negotiations for a period of thirty (30) calendar days. The substantive and procedural law of the State of Colorado shall apply to the proceedings. If the Parties are not successful in resolving the dispute through mediation, then the Parties shall be free to pursue any other remedy afforded by the laws of the State of Colorado.
- vi. Until final resolution of any dispute hereunder, the Contractor shall diligently proceed with the performance of this Contract as directed by the City. For purposes of this Contract, termination for convenience shall not be deemed a dispute. The City of Colorado Springs and the Contractor agree to notify each other in a timely manner of any claim, dispute, or cause of action arising from or related to this Contract, and to negotiate in good faith to resolve any such claim, dispute, or cause of action. To the extent that such negotiations fail, the City of Colorado Springs and the Contractor agree that any lawsuit or cause of action that arises from or is related to this Contract shall be filed with and litigated only by the Colorado District Court for El Paso County, CO.

32. DELIVERY

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

33. PAYMENTS

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

The City will pay the Contractor, upon submission of proper invoices, the prices stipulated in the Contract for services rendered and accepted, less any deductions provided in this Contract within 30 days (Net 30). The City will not pay late fees or

interest. Any discount payment terms offered on the invoice may be taken by the City.

Each invoice must contain at least the following information:

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

IF T&M

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

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

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

34. INSPECTION OF SERVICES

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

- A. Definition of "services", as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City during Contract performance and for as long afterwards as the Contract requires.

- C. The City has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. The City will perform inspections and tests in a manner that will not unduly delay the work.
- D. If the City performs inspections or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in Contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

35. SECURITY

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

36. TIME IS OF THE ESSENCE

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

37. EMPLOYMENT OF LABOR

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

38. SALES TAX

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

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

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

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

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

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

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

39. SEVERABILITY

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

40. LIABILITY OF CITY EMPLOYEES

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

41. 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 – Insurance Requirements

CONTRACT SIGNATURE PAGE

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

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

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

THE CITY OF COLORADO SPRINGS, COLORADO:

SECOND PARTY:	
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

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.	Workers’ Compensation and Employers Liability as required by statute. Employers Liability coverage is to be carried for a minimum limit of \$100,000.
2.	Automobile Liability covering any auto (including owned, hired, and non-owned autos) with a minimum of \$1,000,000 each accident combined single limit.
3.	Commercial General Liability for limits not less than \$1,000,000 combined single limit for bodily injury and property damage for each occurrence. Coverage shall include blanket contractual, broad form property damage, products and completed operations and contractors protective endorsements.
4.	<p>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.</p> <ul style="list-style-type: none"> 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.
5.	<p>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.</p> <ul style="list-style-type: none"> 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.
6.	Excess Liability for limits not less than \$1,000,000 combined single limit for bodily injury and property damage for each occurrence.
7.	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.

8.		Professional Liability Insurance covering any damages caused by an error, omission or any negligent Acts with limits of not less than \$1,000,000 per occurrence and in the aggregate. The coverage shall have an extended reporting period of 2 years following the date of substantial completion of the project for reporting of claims.
9.		Pollution Legal Liability Insurance for limits of not less than \$1,000,000 for sudden and accidental incidents including on-site clean-up for new conditions, third party liability for bodily injury and property damage at on-site and off-site locations, and third party clean-up for new and pre-existing conditions.

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

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

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

(Name of Company)

(Signature) *(Date)*

EXHIBIT 5 STATEMENT OF WORK

HISTORY AND BACKGROUND:

CITY OF COLORADO SPRINGS

Colorado Springs is located at the foot of Pikes Peak, 70 miles south of Denver. With a land area of 194.87 square miles, 5,661 street lane miles, 17,266 parkland acres, and a 2016 estimated population of 457,715, Colorado Springs is the State's largest City in terms of land area and second only to Denver in population. The population of Colorado Springs has grown dramatically since the 1980's, increasing 72.16% from 1986 to the estimated 2016 population.

The City of Colorado Springs is under a Council-Mayor form of government. The nine-member Council (three Council members elected at-large, and six elected by district), and a popularly elected Mayor as the City's chief executive.

Throughout its history, Colorado Springs has been a popular tourist destination due to its surrounding natural beauty and magnificent climate. Some of the more sightseeing attractions in and around Colorado Springs include Garden of the Gods, Pike's Peak-America's Mountain, Cave of the Winds, United States Olympic Headquarters and Trailing Center, Cheyenne Mountain Zoo, United States Air Force Academy, the Broadmoor Hotel.

The economic base has become quite diversified with a mix of military installations, defense contracting, healthcare, software development, semiconductor manufacturing, telecommunications, data centers, religious and nonprofit associations, and tourism. Area military installations are a significant factor in the local economy, constituting over 20% of all employment. Five major military installations are in the City: Fort Carson, Schriever and Peterson Air Force Base, Cheyenne Mountain Air Station, and the United States Air Force Academy. The spectacular climate makes it a choice location for software development, semiconductor manufacturing, data centers, and telecommunications. The Insurance industry is the second largest employer in the City.

SAND CREEK AREA COMMAND HISTORY

The current Sand Creek Substation was built in 1988 and opened for service in 1989. Since the substation opening, it has been necessary to increase the number of Patrol Officers, Patrol Support Officers, and civilian Community Services Officers who work out of this facility to properly respond to the total number of calls for service generated in the southeast quadrant of Colorado Springs.

Despite multiple internal reconfigurations and remodels of the existing facility, this building with a 17,560 square feet footprint, cannot adequately accommodate the 143 sworn and civilian employees, or any additional personnel CSPD assigns there due to operational needs. A vertical expansion to the one story brick building is not structurally

feasible and a horizontal expansion, if economically supportable, would come at the cost of reducing existing parking spaces.

Internally, current staffing levels forced the department to convert a large office into a male locker room annex. This locker room annex can house approximately 33 employees. There is no available space to add a female locker room annex should the need arise and, currently, only one locker space is available for additional female employees. The locker rooms are critical for proper donning and doffing of uniforms, and to provide suitable equipment storage. The three-block holding cell area is inadequate to comply with the Commission on Accreditation for Law Enforcement Agencies (CALEA) standard of segregating male, female, and juvenile detainees for their safety and welfare. Arresting officers have two unfavorable options during processing: securing non-violent detainees in unlocked interview rooms with alarms on the doors; or, maintaining a constant guard prior to transport to the El Paso County Criminal Justice Center. Both options increase the opportunity for detainees to attempt an escape and present a safety and risk factor to the officers and detainees.

The one motor/maintenance bay does not provide for optimum preventive vehicle maintenance and repairs. Frequently, vehicles must be transported to the Police Operations Center for servicing which increases vehicle downtime. A 2-bay configuration would be adequate, but a 3-bay configuration would be ideal to house two vehicle hydraulic lifts and one wheel alignment machine similar to the bays at the Police Operations Center and the Stetson Hills Substation.

The present Sand Creek building is situated in a low lying area, approximately 6,000 feet in elevation, and is prone to sporadic water seepage due to poor drainage. In recent years, the sewer main has twice backed up into the facility requiring a shutdown of operations while major remediation efforts were undertaken to mitigate hazardous human waste and potential mold.

The Sand Creek Subdivision can be compared to the Gold Hill Subdivision. Sand Creek and Gold Hill account for 28.95% and 32.90% of the Police Department's calls for service, respectively. The operations tempo in both divisions is nearly identical. In 2014, Sand Creek responded to 21,371 priority 1 calls (representing an imminent life threatening situation that requires an immediate response by police, fire or medical personnel and are calls that are generally in progress or just occurring events) and Gold Hill responded to 20,692 priority 1 calls. Sand Creek had more than twice the number of detainees as Gold Hill: 1,749 to 868.

Staffing in each substations is very similar (Sand Creek has 143 employees and Gold Hill has 149 employees); however, Gold Hill with a footprint of 33,428 has 90.4% more building square footage; 85.1% more acreage; three times more holding cell capacity with the ability to support simultaneous male, female, and juvenile detainees; and twice the number of motor/maintenance bays to support vehicle repairs. Gold Hill also has 24.1% more city and employee vehicle parking capacity and more than twice the amount of visitor/citizen parking than Sand Creek. Sand Creek employees and citizens

routinely park their personal vehicles on the street due to the limited number of parking spaces in designated parking lots. Clearly, the existing structure and amenities of the Sand Creek Substation are stretched to the limit in supporting the ever expanding law enforcement mission and operational tempo of the assigned sworn and civilian personnel.

Finally, since opening in 1989, the property adjacent to the east of Sand Creek was subsequently occupied by the Atlas Preparatory School with an enrollment of 550 children. School bus traffic and school children's athletic activities adjoin the substation throughout the day. Relocation to a new site would decrease the heavy police and citizen vehicular traffic around the Atlas Preparatory School and make for a safer environment for the school children. Construction of an expanded facility located on the proposed site would best serve the interests of the Sand Creek Substation, the law enforcement mission of the Colorado Springs Police Department, and the City of Colorado Springs at large.

The proposed parcels of land will meet all criteria deemed necessary to be responsive to our citizens. The new location is ideally suited for police operations and citizen support. The property is located .5 miles north of the present Sand Creek Substation and is readily accessible to citizens along Academy Park Loop. Located in the same geographical area, the location provides identical routes of access to and from Fountain and South Academy Boulevards for officers and citizens alike.

The 8.69 acres of property will accommodate a structure that can provide expanded office, report writing, male and female locker rooms, holding cell, equipment storage, parking spaces and expanded community room(s) for use by citizens. The increase from one, to two or three vehicle maintenance bays will allow for the installation of a vehicle wheel alignment machine and the possibility of two hydraulic lifts to enhance the efficiency and safety of the preventive maintenance and repair services conducted at the new substation.

SAND CREEK COMPLEX AND SITE DESIGN

Our concept envisions the 8.69 acres of property accommodating a 1 or 2 story tall police substation with an approximate footprint of 43,000 square feet and a smaller auxiliary building to house a car wash of approximately 900-1,000 square feet. A 20,000-40,000 gallon underground gasoline fuel tank and two fuel pumps/four nozzles will service patrol cruisers and support vehicles.

Solicitation for citizen input will extend to the esthetics of the site design and utilization, i.e., the exterior design of the structure, shape, and footprint orientation on the property, landscaping, visitor parking, and the interior design of the public access area within the new Sand Creek police substation. Within the public access area, the department is committed to incorporating two large community rooms into the overall structure for civic and non-profit organization meetings; a large public lobby to provide a comfortable

waiting area; two interview rooms for officers to take citizen complaints or victim statements in privacy; and a fingerprinting room to serve the public.

Within the restricted area of the structure the department will template the best design features of the Stetson Hills (2004) and the Gold Hill substation (2007) enhancing or expanding specific rooms or areas as required. The undeveloped property located between Academy Park Loop and Inverness Drive in the southeast portion of the City will accommodate a structure so designed as to provide expanded office, conference room, report writing, male and female locker, shift line-up, equipment storage, armory, copy, health/fitness center, shower, temporary evidence storage, and Information Technology (IT) server/communication rooms and open workstation, break and vending machine areas to adequately support the 117 patrol officers and 26 civilian employees currently assigned to the Sand Creek Area Command and provide for a potential of a 30% increase in patrol officers and staff support personnel in the foreseeable future. The increase from one, to two or three vehicle maintenance bays will allow for the installation of a vehicle wheel alignment machine and the possibility of two hydraulic lifts to enhance the efficiency and safety of the preventive maintenance and repair services conducted at the new substation.

The new Sand Creek substation must be designed with the latest sustainability and survivability design features for a law enforcement structure to include Uninterruptible Power Source (UPS), electrical feed and transfer switches, and an emergency back-up generator with a diesel gallon storage tank capable of providing power to the entire structure based on 72 hours of back-up (Kilowatt capacity to be determined upon usage demand or code requirements). Redundancy for back-up emergency power will include the capability of bringing in a flatbed truck to plug in another generator truck or trailer mounted) should the on-site generator go down during an event.

We are mindful that a large structure and attendant traffic may impact the traffic flow along Academy Park Loop. The 1.88 acres donated as an easement to extend Inverness Drive south and east around the new Sand Creek police substation to Academy Park Loop will provide an alternate right of way that will ease traffic flow. Scheduled traffic flow to and from the new site during patrol shift changes will be minimal, from six to ten cruisers arriving and an equal number of cruisers departing the site five times daily. Street parking congestion will be alleviated by two parking lots. The visitor's parking lot should accommodate approximately 100 vehicles, inclusive of handicapped parking spaces. The secured parking lot (gated, fenced, and screened from outside observation) for City-owned and employee privately-owned vehicles, should accommodate approximately 200 vehicles, inclusive of handicapped parking.

The size, location, and design of the future Sand Creek building should be based on the programming needs for public access and restricted access areas of building and their respective uses. The successful selected Offeror should review and comply with state, local, and federal building regulations including, but not limited to, fire suppression, ADA compliance (visitors and employees and the unique requirements for detainees in the

holding cells), and health and safety regulations. Specified design guidelines can be reviewed in the REFERENCES section of this document.

SCOPE OF SERVICES

OWNER PROVIDED

1. CSPD will prepare and provide the necessary documentation to change the current zoning to Public Facility "PF" designation to the selected Offeror.
2. CSPD will provide a copy of the Environmental Assessment (EA) Phase I to the selected Offeror.
3. CSPD will provide background security checks and electronic cardkeys for access into the secured areas of department facilities to the selected Offeror.

PRIMARY SCOPE OF SERVICES PROPOSAL

Only firms with previous experience in designing law enforcement facilities will be considered for a contract award.

The primary Scope of Services to be provided by the selected Offeror will include, but not be limited to, preliminary design, alternative and final design with complete working documents for:

1. A new Sand Creek police substation to include a separate car wash structure, 20,000 to 40,000 gallon underground gasoline fuel tank with two fuel pumps/four nozzles.
2. Construction Management/Quality Assurance services for the Sand Creek complex.

The selected Offeror will serve as the primary Architect & Engineer (A&E) for the duration of this project – from design through completion of the construction documentation phase for the new Sand Creek police substation complex.

The selected Offeror will be expected to acquire and oversee the necessary engineering services to complete required surveys of the site. The size, location, and design of the future buildings should be based on the programming needs for each building and their respective uses. The selected Offeror should comply with state, local, and federal building regulations including, but not limited to, fire suppression, ADA compliance and health and safety regulations.

The selected Offeror will be expected to use their creativity in preparing a concept that will incorporate necessary program elements included in the programming documents (see Appendices). Space requirements will be finalized during design projecting the requirements at least 25-30 years into the future, taking into account user requirements, public input including adequate restrooms and interpretive areas. The selected Offeror will consider and advise CSPD on the feasibility of designing the new substation with

the capability of adding a contiguous extension in the future. Offers should incorporate developed conceptual interpretive exhibit design planning that integrates the visitor experience in the public areas of the Sand Creek substation. Special consideration should be given to operability, maintainability, and flexibility of all facilities. Construction budget will be established during design.

It is the intent of CSPD to follow the US Green Building Council (USGBC) Leadership in Energy and Environmental Design (LEED) nationally accepted benchmark for the design, construction, and operation of high performance green buildings. The goal is to design the new Sand Creek police substation to the minimum of the USGBC LEED v3.0 Silver performance rating level with formal certification. The design and construction of the project shall integrate building materials and methods that promote environmental quality and energy efficiency and the design documents shall reflect this requirement for execution through construction. See REFERENCE 10 for LEED Sustainability Requirements.

There are numerous factors which the selected Offeror should take under consideration, both for their efforts and for the work of the contractors that will construct this project. These include, but are not limited to, seasonal weather issues, traffic flow into and from the Sand Creek facility and environmental requirements. The selected Offeror will be expected to make a significant effort to identify and quantify these features. Construction must be phased to minimize down-time which continues year-round, weather permitting. The selected Offeror shall take phasing and time limits into account when designing the project and the safety and egress of visitors and staff.

Phase I

1. Development of Design Alternatives
 - a. The selected Offeror shall review and reference the following documents (See Appendices):
 - i. Environmental Assessment (EA)
 - ii. Federal Emergency Management Act (FEMA P361) - Safe Rooms for Tornadoes and Hurricanes: Guidance for Community and Residential Safe Rooms, Third Edition (2015)
 - iii. International Code Council (ICC)/National Storm Shelter Association (NSSA) (ICC 500-2014) - Standard for the design and Consecution of Storm Shelters
 - iv. International Building Code (IBC 2015)
 - v. American Society for Testing and Materials (ASTM E1996/E1886) – Standard Test Method for [Performance of Exterior Windows and Curtain Walls, Doors, and Impact Protective Systems Impacted by Missile(s) and Exposed to Cyclic Pressure Differentials
 - vi. American Society of Civilian Engineers (ASCE 7) - Minimum Design Loads For Buildings and Other Structures

- vii. Pikes Peak Regional Building Department (PPRBD) – Pikes Peak Regional Building Code 2011 Edition
 - viii. United States Green Building Council (USGBC) Leadership In Energy and Environmental Design (LEED) – Summary Requirements
- b. The selected Offeror shall review and reference the following documents addressing requirements unique to a law enforcement facility:
- i. The International Association of Chiefs of Police (IACP) - Police Facility Planning Guidelines
 - ii. National Fire Protection Association (NFPA 1221) – Standard for the Installation, Maintenance, and Use of Emergency Services Communications Systems
 - iii. United States Department of Justice (DOJ)/ADA (Section 504) – Design Guide: Accessible Cells in Correctional Facilities
 - iv. American Disabilities Act (ADA) Section 35.151 of 28 CFR Part 35 Section – Detention and Correctional Facilities and 304 Turning Space, 306 Knee and Toe Clearance; 309 Operable Parts; 603 Toilet Rooms; 603.2 Clearances; 604 Water Closets and Toilet Compartments; 604.3.1 Size; 606 Lavatories and Sinks; 807 Holding Cells and Housing Cells; 903 Benches
2. The selected Offeror is by no way or means limited to the recommend building design alternatives to provide effective and efficient space utilization for the Sand Creek substation. It is expected that the selected Offeror will utilize their previous experiences in designing law enforcement facilities.
 3. The selected Offeror shall prepare schematic layouts, sketches, designs reflecting various alternate proposals and the reflective cost estimates for each alternative.
 4. The selected Offeror will be required to develop, manage and participate in a Public Involvement/Information process plan. This will require contact, coordination and/or presentations to various stakeholders, community groups, and governing agencies. The scope of the Plan shall include a comprehensive community engagement and an extensive outreach effort to identify current issues, needs and concerns. Consulting team shall have a Public Relations representative/group which will be in charge of public meetings throughout the design and construction process. Other public information efforts (i.e. newsletter, flyers, website, etc.) may be necessary to keep all affected interests updated on the progress of the project and to obtain input. The plan should be developed in a manner that will communicate to all City stakeholders as well as provide tangible, cost effective, and statistically valued results.
 5. The selected Offeror should plan a minimum of three public meetings or public input opportunities (such as surveys, e-town halls, or charrette) during the design phase to solicit public input and comments and a minimum of three public

meetings or public input opportunities (such as stakeholder meetings, e-town halls, or public meetings) during construction to keep the public informed of the Sand Creek substation complex project progress. The first public meeting should be planned as a design charrette for the public to provide input to the selected Offeror. The selected Offeror will work to streamline public outreach efforts for maximum exposure of the public outreach and communication process.

Phase II

1. Concept Review and Selection

- a. The selected Offeror shall submit for approval site location and building alternative layouts and sketches to the City.
- b. Design alternatives shall include public involvement and feedback regarding alternatives, and refinement of the preferred alternative.
- c. The selected Offeror shall provide for a Geotechnical and Geologic hazard exemption survey, engineering and soils/concrete testing, inspection services, soils report, drainage report, grading and erosion control plan as required by City Engineering.

Phase III

1. Plan Development

- a. The selected Offeror shall prepare preliminary design drawings with scaled investigations of the design concept including building code check, spatial design, grading and building system analysis.
- b. The selected Offeror shall, at his own cost and expense, employ, supply, subcontract, or make any arrangement with, such design professionals, including, but not limited to, architectural, interpretive, landscape architecture, parking, civil engineering, structural engineering, mechanical engineering, and environmental engineering, as may be required to properly design and inspect the project.
- c. The selected Offeror shall incorporate interpretive planning for the site and integration of messages between various facilities; complete fabrication ready artwork and designs for all interior and exhibitory and signage. Interpretive elements should include a final approved plan and finalized graphics package including fabrication and installation cost estimates, materials list and specifications; mounting systems and construction schematics.
- d. The selected Offeror shall provide a project schedule for completion of architectural/engineering services and construction of the Sand Creek substation complex.

- e. The selected Offeror shall prepare final architectural/engineering design drawings for the selected alternative and comprehensive cost estimates in accordance with criteria required to bid and construct the Sand Creek substation complex.
- f. The selected Offeror shall attend and make presentations to staff, interested groups, and the various agency approval boards as necessary to accomplish the requirements for building approval. The selected Offeror shall provide the associated investigations, reports and schematics that are required for presentation and subsequent agency approval. (refer to Phase I, Paragraph IV)
- g. The selected Offeror shall prepare detailed specifications to accompany the drawings for bidding and construction purposes. Detailed technical specifications and special provisions will be necessary for a complete description of work to be performed.
- h. The selected Offeror, as part of the design process, shall obtain approval of the plans and specification from all City Divisions, City Planning, Pikes Peak Regional Building Department, and related agencies affected by the improvements.
- i. After all the necessary approvals are obtained, the original drawings and any special specification/general provisions, etc., shall be given to the agencies and shall remain the property of the agencies for use in bidding and constructing all or any part of the overall project.

Phase IV

- 1. Solicitation of Project Construction Management/General Contractor (CM/GC)
 - a. The selected Offeror shall provide complete digital sets of plans, specifications, and bid documents to the City for the purpose of advertising for and receiving proposal for construction of the project.
 - b. The Selected Offeror shall assist in the solicitation process by preparing addendum and by attending site meetings including pre-award activities.
 - c. The selected Offeror shall be available in an advisory capacity for the selection of the project CM/GC

Phase V

- 1. Construction Management/Quality Assurance
 - a. The selected Offeror shall perform contract administration and observation, schedule and administer a preconstruction conference and provide field reports, shop drawing reviews, and interpret related material submittal for approval.

- b. The selected Offeror shall provide daily inspection of the work to determine compliance with the plans and specifications. This task will include final certification of the completed project.
- c. The selected Offeror shall provide a completed as-built set of plans to the owner after final completion of the project.

The following is a list of detailed services required in conjunction with the Scope of Services described above:

- a. Site Analysis/Selection:
 - i. Project Administration
 - ii. Site Analysis and Selection
 - iii. Utility Study
 - iv. Agency Consulting/Review
 - v. Owner Supplied Data Coordination: Architectural drawing of existing facilities
 - vi. Project Development Scheduling
 - vii. Presentations

- b. Schematic Design Services:
 - i. Building Program Development
 - ii. Project Administration
 - iii. Architectural Schematic Design
 - iv. Structural Design Concepts
 - v. Mechanical Design Concepts
 - vi. Electrical Design Concepts
 - vii. Interior Design Concepts
 - viii. Interpretive Space and Design Concepts
 - ix. Civil Design Concepts
 - x. Site Design Concepts
 - xi. Agency Consulting/Review
 - xii. Construction Cost Estimate
 - xiii. Project Development Scheduling
 - xiv. Presentations

- c. Design Development Services:
 - i. Project Administration
 - ii. Architectural Design Development
 - iii. Structural Design Development
 - iv. Mechanical Design Development

- v. Electrical Design Development
- vi. Interior Design Development
- vii. Interpretive Space and Exhibit Design Concepts
- viii. Civil Design Development
- ix. Agency Consulting/Review
- x. Construction Cost Estimate
- xi. Project Development Scheduling
- xii. Presentations

d. Construction Documents Service:

- i. Project Administration
- ii. Architectural Construction Documents
- iii. Structural Construction Documents
- iv. Mechanical Construction Documents
- v. Electrical Construction Documents
- vi. Interior Construction Documents
- vii. Civil Construction Documents
- viii. Agency Consulting/Review
- ix. Project Development Scheduling
- x. Presentations
- i. Interpretive Space, Exhibit and Fabrication Documents
- ii. Detailed Cost Estimate for Construction Document
- xi. Addenda

e. Construction Administration:

- i. Project Administration
- ii. Solicitation Evaluation
- iii. Construction Observation
- iv. Architectural
- v. Structural
- vi. Mechanical
- vii. Electrical
- viii. Interiors
- ix. Civil

ALTERNATE SCOPE OF SERVICES PROPOSAL

Offerors will provide an alternate scope of services proposal cost for consideration by City and CSPD. The alternate scope of services essentially **relieves** the selected Offeror from providing:

1. Phase IV - The Solicitation of Project Construction Management/General Contractor (CM/GC)
2. Phase V - Construction Management/Quality Assurance:
 - a. The selected Offeror shall provide complete digital sets of plans, specifications, and bid documents to the City for the purpose of advertising for and receiving proposals for construction of the project.
 - b. The Selected Offeror shall assist in the solicitation process by preparing addendum and by attending site meetings including pre-award activities.

In addition, under the alternate proposal for services the Selected Offeror **will not** provide the detailed services required in conjunction with the primary Scope of Services described in Phase V (Section E: Construction Administration).

The selected Offeror will provide an estimated cost savings if the Sand Creek Substation is designed to the USGBC LEED v3.0 Silver performance rating level **without** pursuing formal certification.

DELIVERABLES

The selected Offeror is expected to meet the terms of the primary Scope of Service and to provide the deliverables described therein. Specifically the selected firm may deliver for each project/task order any of the following deliverables:

1. Assessment of existing conditions, project alternatives, and recommended project approach for review by the project team.
 - a. Identify what Computer-Aided Design (CAD) software applications (Auto desk AutoCAD, Dassault CAITIA, etc.) or Building Information Modeling (BIM) software applications (Autodesk REVIT, Vectorworks Architect, etc.) will be used to provide the design schematics.
 - b. Complete schematic design, including but not limited to, Structural, Mechanical, and Electrical concepts for review by the project team (reviewable at 35%, 60% and 90% completion.)
 - c. Complete Design Development documents based on the approved Schematic Design documents.
 - d. Construction Documents (reviewable at 35%, 60% and 90% completion.) Expected construction documents include: complete Structural, Mechanical, Electrical and Special Systems construction documents as required, project manual and specifications, updated line item cost estimates of work, project schedule. Plans to be provided as PDF's documents and well as electronic CAD files.
 - e. Support in developing solicitation documents for project construction.
 - f. Construction project support under the primary scope of services.

CSPD SECURITY & UNACCOMPANIED FACILITIES ACCESS

For the safety and security of CSPD employees, sworn officers and civilians, department volunteers, and the citizens and public at large, all contractor and outside agency employee requiring access to the secured areas of any police facility must undergo a background check. The selected Offeror will be required to access CSPD restricted areas and comply with the requirements as stated in APPENDIX 5.

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

2. TYPE OF LICENSE & LOCATION

CORPORATION

INDIVIDUAL

PARTNERSHIP

JOINT VENTURE

OTHER: _____

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

4. NUMBER OF YEARS IN BUSINESS: _____

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

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

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

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

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

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

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

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

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

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

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

Contact Name and Title:

Contact Address:

Contact telephone and FAX Numbers:

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

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

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

1. Name: _____
Address: _____
Telephone Number: _____
Type of Work: _____

2. Name: _____
Address: _____
Telephone Number: _____
Type of Work: _____

3. Name: _____
Address: _____
Telephone Number: _____
Type of Work: _____

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

EXHIBIT 7 – EVALUATION SCORESHEET

PROPOSAL EVALUATION SCORE SHEET

SOLICITATION NUMBER AND TITLE:

Proposer’s Name: _____

Evaluator’s Name: _____

RFP EVALUATION CRITERIA DESCRIPTION	SCORE
1. EXPERTISE AND QUALIFICATIONS AREA	
<p>In this section, the Offeror must demonstrate that it meets and/or exceeds all requirements regarding expertise and qualifications of personnel proposed to complete the work defined in the Statement of Work/Scope of Services of this RFP. Qualifications of personnel are considered of the essence of the services provided. Therefore, the Offeror must provide information on Key Personnel who will be the personnel performing the consulting services.</p>	
A. Relevant Experience	
<p>In the Expertise and Qualifications Area, the Offeror should provide at least three references or identify 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 the successful outcomes of the projects. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions.</p> <ol style="list-style-type: none"> 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? <p>COMMENTS:</p>	<p>5 – Exceptional 4 – Very Good 3 – Satisfactory 2 – Marginal 1 – Unacceptable</p> <p>Rating: _____</p>

<p>B. Key Personnel</p> <p>In the Expertise and Qualifications Area, resumes must be provided for all personnel (including sub-consultants) who would be performing work on the resultant Contract. 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.</p> <ol style="list-style-type: none"> 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? 4. Do the key personnel possess all requisite certifications, licenses, experience, etc.? <p>COMMENTS:</p>	<p>5 – Exceptional 4 – Very Good 3 – Satisfactory 2 – Marginal 1 – Unacceptable</p> <p>Rating: _____</p>
<p>Sum of Ratings in Technical Area (Add numbers in Section 1.A. and 1.B):</p>	
<p>Evaluation Factor:</p>	<p>.50</p>
<p>Expertise and Qualifications Area Evaluation Score (Multiply the sum of ratings in Technical Area by the evaluation factor):</p>	
<p>2. PRICE AREA</p> <p>In the Price Area, the Offeror shall provide firm fixed pricing in accordance with Schedule A. The price must be all-inclusive and include all costs for material, labor, other direct costs (e.g. travel), indirect costs (i.e. overhead and general and administrative costs), and profit/fee. In addition, Offerors must provide Time and Material (T&M) categories and rates and a sample list of reimbursable costs for additional work not included in Phase I and Phase II pricing, which may be added, as needed, during the period of performance.</p> <p>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 the other Offerors.</p> <p>Consider the following questions:</p> <ol style="list-style-type: none"> 1. How does the price compare to the industry competition? 	<p>5 – Exceptional 4 – Very Good 3 – Satisfactory 2 – Marginal 1 – Unacceptable</p> <p>Rating: _____</p>

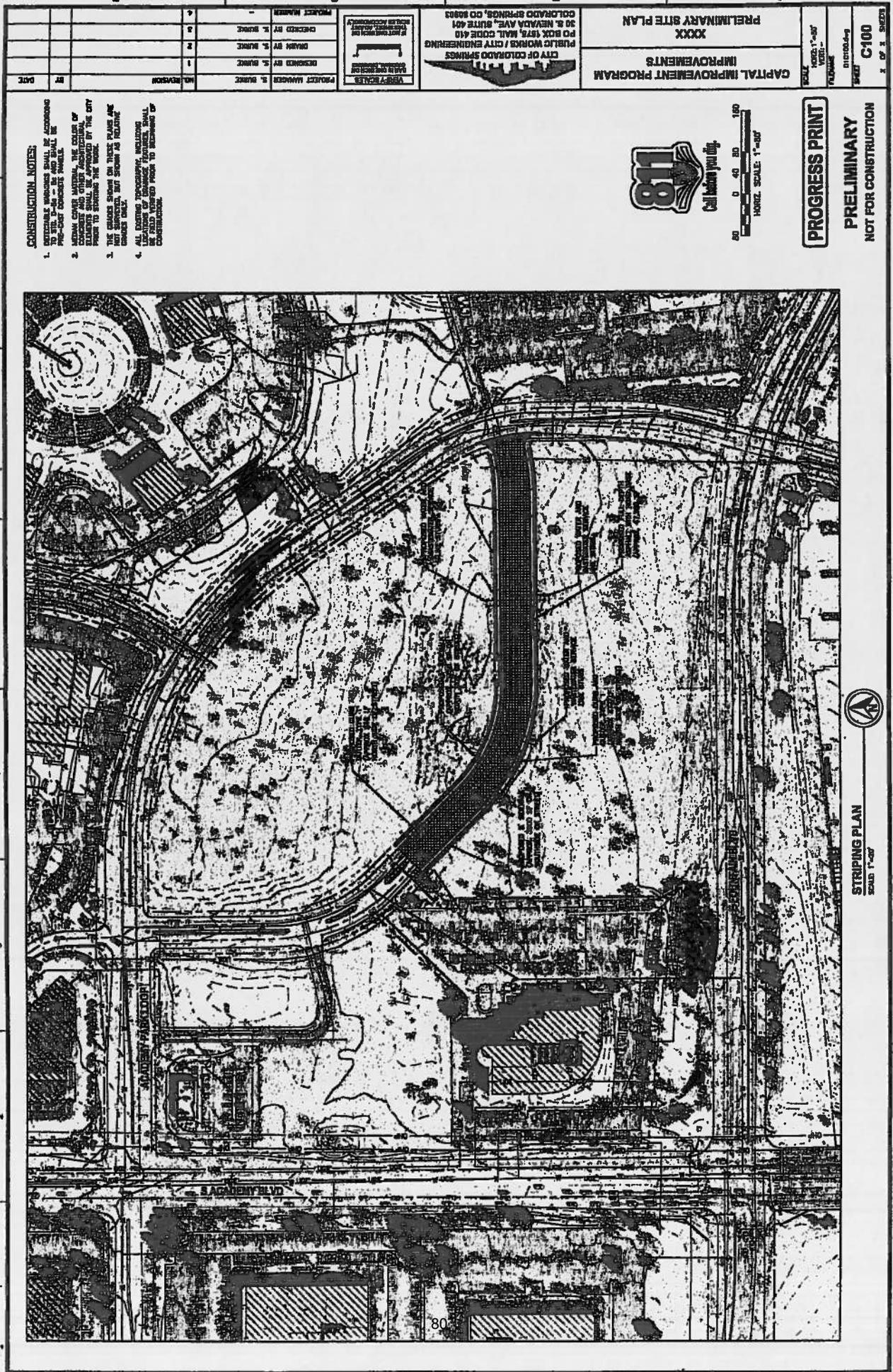
<ol style="list-style-type: none"> 2. If low, is it unrealistically low? 3. If high, is there demonstrated added value for the additional cost? 4. Does the Offeror leave applicable costs out of the calculations? For instance, some will say travel is not included and will be an extra cost. This should be considered when comparing to other Offerors. 5. 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. <p>COMMENTS:</p>	
Total Price/Cost Area (Insert number from Section 2 evaluation above):	
Evaluation Factor:	.40
Price/Cost Area Evaluation Score (Multiply the Total Price/Cost Area by the evaluation factor):	
3. PROPOSAL PRESENTATION	
<p>Presentation is an important factor. Offerors should provide a highly professional product, which is complete, accurate, easily understood, and effectively presented.</p> <p>COMMENTS:</p>	<p>5 – Exceptional 4 – Very Good 3 – Satisfactory 2 – Marginal 1 – Unacceptable</p> <p>Rating: _____</p>
Total Proposal Presentation Area (Insert number from Section 4 evaluation above):	
Evaluation Factor:	.10
Proposal Presentation Area Evaluation Score (Multiply the Total Proposal Presentation Area score by the evaluation factor):	
LOCATION BONUS (IF APPLICABLE) Max 3 points	
Total Bonus Points for location:	

EXCEPTIONS PROPOSED	
What (if any) exceptions (redlines to our terms and conditions) were proposed? Are they acceptable? COMMENTS:	Pass/Fail
INSURANCE REQUIREMENTS Does the Offeror meet all insurance requirements?	Pass/Fail
TOTAL SCORE – Add Evaluation Scores from Sections 1-4 and location bonus (if applicable). The sum is the total score.	Total Score:

Overall Proposal Strengths:

Overall Proposal Weaknesses:

APPENDIX 1 Progress Print - Map (New Sand Creek Police Substation Property)



- CONSTRUCTION NOTES:**
1. SURFACE FINISHES SHALL BE ACCORDING TO STD. 3-10 - 10 AND SHALL BE PRE-CAST CONCRETE PANELS.
 2. METAL COVER MATERIAL, THE COLOR OF WHICH SHALL BE DETERMINED BY THE CITY ENGINEER TO MATCH THE SURROUNDING AREAS TO BE IMPROVED.
 3. THE GRADES SHOWN ON THESE PLANS ARE NOT SURVEYED, BUT SHOWN AS RELATIVE GRADES ONLY.
 4. ALL EXISTING UTILITIES, INCLUDING BUT NOT LIMITED TO WATER, GAS, AND SEWER, SHALL BE FIELD VERIFIED PRIOR TO BEGINNING OF CONSTRUCTION.



PROGRESS PRINT
PRELIMINARY
NOT FOR CONSTRUCTION

CAPITAL IMPROVEMENT PROGRAM PRELIMINARY SITE PLAN XXXX		SCALE: 1"=100' NORTH
CITY OF COLORADO SPRINGS PUBLIC WORKS / CITY ENGINEERING 30 S. NEVADA AVE., SUITE 401 COLORADO SPRINGS, CO 80905		SHEET: C100 OF 3 SHEETS
PROJECT MANAGER: S. BLANK DESIGNED BY: S. BLANK DRAWN BY: S. BLANK CHECKED BY: S. BLANK	PROJECT NUMBER: - DATE:	DATE:

APPENDIX 2 Legal Description – The Property

EXHIBIT A

The Property

That portion of the southwest quarter of SECTION 23, TOWNSHIP 14 SOUTH, RANGE 66 WEST OF THE 6TH P.M., situate in the City of Colorado Springs, El Paso County, Colorado. More particularly described as follows:

Commencing at the southwest corner of said section 23, thence N 00°25'09"W (an assumed bearing to which all others contained herein are relative thereto) along the west line of the southwest quarter (SW 1/4) of said section 23, a distance of 1244.43 feet;
 thence N 89°34'51" E, 40.00 feet;
 thence N 00°25'09" W parallel with said west line of the southwest (SW 1/4) and 40.00 feet easterly therefrom, a distance of 935.31 feet to a point on the Right of Way line of Academy Academy Park Loop as platted in Gateway Plaza Filing No. 1 as recorded June 11, 1981 in plat book N3 at page 100 of the records of said El Paso County;
 thence N 89°34'51" E along said south Right of Way line a distance of 460.00 feet to the point of beginning;

(The following 4 courses continue along said Right of Way line);

thence N 89°34'51" E a distance of 116.30 feet;
 thence along the arc of a curve to the right, said curve having a central angle of 56°11'14", a radius of 653.10 feet, and an arc length of 640.46 feet;
 thence S 34°13'55" E, 329.88 feet;
 thence along the arc of a curve to the right, said curve having a central angle of 16°14'23", a radius of 328.22 feet, and an arc length of 93.03 feet;
 thence S 79°00'28" W on a non-tangent line to the last described curve, a distance of 36.90 feet;
 thence along the arc of a curve to the right, said curve having a central angle of 10°34'23", a radius of 260.00 feet, and an arc length of 47.98 feet;
 thence S 89°34'51" W a distance of 372.98 feet;
 thence along the arc of a curve to the right, said curve having a central angle of 45°00'00", a radius of 260.00 feet, and an arc length of 204.20 feet;
 thence N 45°25'09" W, 234.40 feet;
 thence along the arc of a curve to the right, said curve having a central angle of 45°00'00", a radius of 260.00 feet, and an arc length of 204.20 feet;
 thence N 00°25'09" W, 232.74 feet to the Point of Beginning;

Except that portion thereof platted as dedicated Right of Way as contained in the plat of Gateway Corporate Plaza Filing No. 1 as recorded June 20, 1986 in plat book A4 at page 135 of the records of said El Paso County, Colorado.

 CITY OF COLORADO SPRINGS	
Parcel Southwest 1/4 of Section 23, Township 14 South, Range 66 West of the 6th P.M.	
Date 8/17/2015	Date 8/17/2015
Job Number: 201508	

EXHIBIT B

The Right of Way

That portion of the southwest quarter of SECTION 23, TOWNSHIP 14 SOUTH, RANGE 66 WEST OF THE 6TH P.M., situate in the City of Colorado Springs, El Paso County, Colorado. More particularly described as follows: Commencing at the southwest corner of said section 23, thence N 00°25'09" W (an assumed bearing to which all others contained herein are relative thereto) along the west line of the southwest quarter (SW 1/4) of said section 23, a distance of 1244.43 feet;

thence N 89°34'51" E, 40.00 feet;
 thence S 84°29'54" E, 477.44 feet;
 thence N 05°30'06" E, 49.51 feet;
 thence N 00°25'09" W, 355.68 feet;
 thence N 45°25'09" W, 31.92 feet;
 thence N 44°34'51" E, 75.00 feet;
 to the Point of Beginning;
 thence S 45°25'09" E, 190.74 feet;
 thence on a curve to the left, said curve having a central angle of 45°00'00", a radius of 340.00 feet, and an arc length of 267.04 feet;
 thence N 89°34'51" E, 372.98 feet;
 thence on a curve to the left, said curve having a central angle of 10°34'23", a radius of 340.00 feet, and an arc length of 62.74 feet;
 thence N 79°00'28" E, 96.86 feet a point on the westerly right of way line of Academy Park Loop as platted in Gateway Plaza Filing No. 1 as recorded June 11, 1981 in plat book N3 at page 100 of the records of said El Paso County;
 thence on a curve to the left, said curve having a central angle of 30°14'53", a radius of 328.22 feet, and an arc length of 173.28 feet (the chord of said curve bears N 19°06'29" W, 171.27 feet);
 thence N 34°13'55" W, 329.88 feet;
 thence on a curve to the left, said curve having a central angle of 47°55'23", a radius of 653.10 feet, an arc length of 546.26 feet;
 thence S 07°50'42" W, 10.00 feet;
 thence southeasterly on a curve to the right, said curve having a central angle of 47°55'23", a radius of 643.10 feet, and an arc length of 537.90 feet (the chord of said curve bears S 59°11'36" E, 522.36 feet);
 thence N 34°13'55" E, 329.88 feet;
 thence on a curve to the right, said curve having a central angle of 16°01'37", a radius of 318.22 feet, and an arc length of 89.01 feet;
 thence S 79°00'28" W, 26.79 feet;
 thence on a curve to the right, said curve having a central angle of 10°34'23", a radius of 260.00 feet, and an arc length of 47.98 feet;
 thence S 89°34'51" W, 372.98 feet;
 thence on a curve to the right, said curve having a central angle of 45°00'00", a radius of 260.00 feet, and an arc length of 204.20 feet;
 thence N 45°25'09" W, 190.74 feet;
 thence S 44°34'51" W, 80.00 feet to the point of beginning.

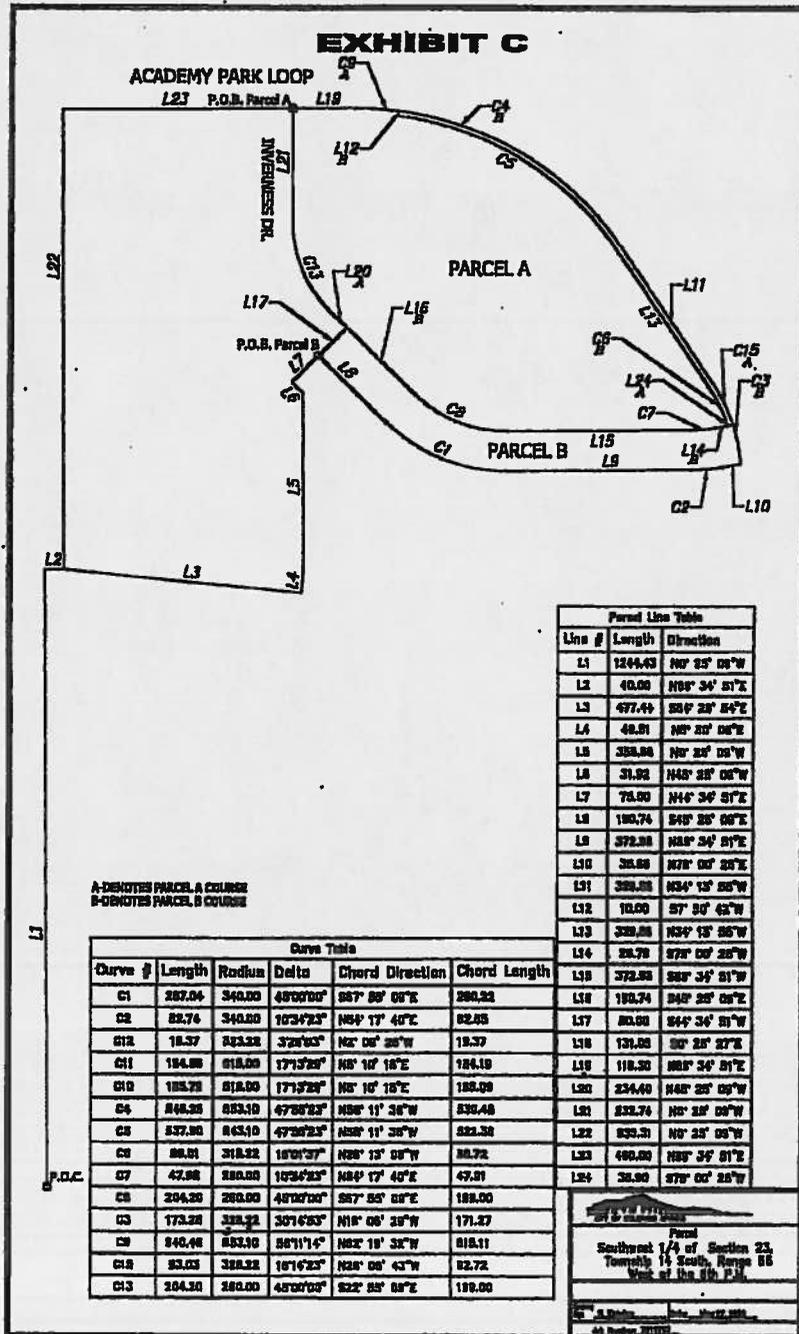
Said portion containing a protracted area of 81,086.3 Square feet.

This legal description was prepared for and on behalf of The City of Colorado Springs by
 Robert A. Pisciotto Jr. Colorado P.L.S. 38224
 30 S. Nevada Ave. Suite 402
 Colorado Springs, CO
 719-385-5545



Parcel Southwest 1/4 of Section 23, Township 14 South, Range 66 West of the 6th P.M.	
By: <u>R. Pisciotto</u>	Date: <u>May 27, 2015</u>
Job Number: <u>381092</u>	

APPENDIX 4 Diagram – The Property: Parcels A & B



APPENDIX 5 - CSPD SECURITY BACKGROUND CHECKS & FACILITIES ACCESS

1. CSPD Facilities Access

For the protection of the public, all persons and packages entering Colorado Springs Police Department (CSPD) premises are subject to physical and electronic search. Persons are prohibited from carrying firearms, knives, drugs, explosives and other illegal contraband into Police Facilities. Illegal weapons and other contraband discovered during these search procedures will be seized. Contract officials or employees with valid concealed handgun permits are prohibited from carrying firearms into CSPD Facilities when discharging the contract terms/obligations. Except for authorized law enforcement personnel, firearms are prohibited in all restricted areas CSPD Police Facilities. Persons violating this prohibition will be subject to prosecution under state laws and local ordinances.

2. Background Checks/Screening Process

Contractors, outside law enforcement agencies, and other organizations requesting unaccompanied controlled access to CSPD Facilities must submit an Outside Agency/Contractor Request for Secured Area Access. The successful contractor or selected Offeror will provide the required employee information, complete the appropriate form, and submit the request(s) for access through the CSPD Logistics Support Manager or Facilities Supervisor. The individual requesting access must sign and date Block "C" of the request; the signature serves as a waiver for CSPD to run the background check for internal security purposes. Likewise, the requesting individual's supervisor must also sign and date Block "C" to verify employment of the employee. Incomplete forms will be returned to the contractor, agency, or other organization if any of the required information is missing. CSPD will run a local, state, and national criminal history background; a minimum of ten (10) business days are required to process the background check and review the results.

If an individual is granted access the employer will receive confirmation by an email message. The contractor will then call CSPD Human Resources, Phone: 719.444.7698, to coordinate an appointment for the electronic cardkey photo, issue and fingerprinting; walk-ins are not accepted. Individuals approved for access will receive security briefing at the time of cardkey issue.

If an individual is denied access the contractor employer or selected Offeror will be notified of the decision; however, the reason for denying access will not be disclosed to the contractor. The individual denied access may contact the Logistics Support Manger for an explanation.

3. Access Terms

Access for contract personnel is limited to the areas, days, and times as specified in the CSPD/City contract, purchase order, or service level agreement; generally Monday-Friday, 7:00 AM to 5:00 PM, excluding weekends and City Holidays. Contract officials and employees are prohibited from escorting personnel into CSPD controlled facility areas that did not undergo a background check, fingerprinting, or approved for access. Violations of this policy may result in the temporary/permanent suspension of access into CSPD secure facilities/areas.

The cardkeys will be worn at a chest high visible location on contractor or selected Offeror employees' person at all times while performing contract services on CSPD premises. Lost or stolen cardkeys must be immediately reported to the CSPD Logistics Support Manager, Phone: (719) 444-7430 or CSPD Facilities Supervisor, Phone: (719) 444.7973.

The Colorado Springs Police Department retains the right to have anyone removed from the premises for any reason. At the conclusion of the contract or the termination of an employee the contractor or selected Offeror will collect and turn in all issued cardkeys to the CSPD Logistics Support Manager or Facilities Supervisor.

APPLICATION REQUIREMENTS



Zone Change

Edited 6/29/15

REVIEW CRITERIA: A proposal for the establishment or change of zone district boundaries may be approved by the City Council only if the following findings are made:

1. The action will not be detrimental to the public interest, health, safety, convenience or general welfare.
2. The proposal is consistent with the goals and policies of the Comprehensive Plan.
3. Where a master plan exists, the proposal is consistent with such plan or an approved amendment to such plan. Master plans that have been classified as implemented do not have to be amended to be considered consistent with a zone change request.

Existing Zone: **PBC-HR-AO**

Proposed Zone: **PF**

SUBMITTAL CHECKLIST: The following items will need to be included in any review submittal for a change of zone.

Applicant	Planner
<input checked="" type="checkbox"/> General Development Application Form	<input type="checkbox"/>
If the proposed zone change application is for one of the following zone districts, you are required to submit a separate Concept Plan application or concept statement and associated fee:	
<input type="checkbox"/> R-4 C-5 M-1 OC	<input type="checkbox"/>
R-5 C-6 M-2	
If the proposed zone change is for one of the following zone districts, you are required to submit a separate Concept Plan application and concept statement and associated fee:	
<input type="checkbox"/> PBC PIP-1 PIP-2	<input type="checkbox"/>
If the proposed zone change is for one of the following districts, you are required to submit a separate Concept Plan and associated fee:	
PCR HR Overlay	
<input checked="" type="checkbox"/> Concept Statement: <i>The concept statement must describe the intent, general uses, access, range of square footage, free-standing buildings or one or more larger buildings and how the property will relate to the surrounding properties. If a concept plan is required to be submitted in conjunction with the zone change application, the applicant must submit a separate Concept Plan Application and associated fee. The applicant has the alternative to bypass the concept plan and alternatively submit a development plan.</i>	<input type="checkbox"/>
If the proposed zone change is for one of the following districts, you are required to submit a separate Development Plan application and associated fee:	
<input type="checkbox"/> OR PF** DFOZ Overlay	<input type="checkbox"/>
A Project Statement identifying the following: (# TBD by Planner)	
<input type="checkbox"/> 1. A clear description of the proposed zone change;	<input type="checkbox"/>
<input type="checkbox"/> 2. A justification based on the review criteria why the proposed zone change should be approved; and	<input type="checkbox"/>
<input type="checkbox"/> 3. An issue list stating how each of the pre-application issues, as communicated to the applicant/owner by the reviewing planner has been addressed.	<input type="checkbox"/>
<input type="checkbox"/> A legal description and drawing of the property to be re-zoned. Subdivision names must be as shown on the recorded plat and include the Book and Page or Reception Number. Any exceptions must be completely written out in metes and bounds. Easements not on the parcel should not be included.	<input type="checkbox"/>
<input type="checkbox"/> 4 copies of a Drainage Report , prepared by a qualified engineer will be required, unless waived in writing by the Engineering Development Review (EDRD).	<input type="checkbox"/>
<input type="checkbox"/> 4 copies of a Traffic Study , prepared by a qualified Engineer may be required, unless waived in writing by the City Subdivision Engineering Review Team (SERT).	<input type="checkbox"/>
<input type="checkbox"/> A copy of the Pre-Application Meeting Summary from the assigned City Planner	<input type="checkbox"/>
<input type="checkbox"/> Mineral Estate Owner Notification Certification Affidavit	<input type="checkbox"/>

** A zone change to PF may be submitted/approved without a development plan, but a development plan must be approved prior to the issuance of a building permit.

Application Requirements – Zone Change

Concept Plan

Background:

The current Sand Creek Substation was built in 1988 and opened for service in 1989. Since the substation opening, it has been necessary to increase the number of Patrol Officers, Patrol Support Officers, and civilian Community Services Officers who work out of this facility to properly respond to the total number of calls for service generated in the southeast quadrant of Colorado Springs.

Despite multiple internal reconfigurations and remodels of the existing facility, this building cannot adequately accommodate the 143 sworn and civilian employees, or any additional personnel the Colorado Springs Police Department (CSPD) assigns there due to operational needs. A vertical expansion to the one story brick building is not structurally feasible and a horizontal expansion, if economically supportable, would come at the cost of reducing existing parking spaces.

The Sand Creek Subdivision can be compared to the Gold Hill Subdivision. Sand Creek and Gold Hill account for 28.95% and 32.90% of the Police Department's calls for service, respectively. The operations tempo in both divisions is nearly identical. In 2014, Sand Creek responded to 21,371 priority 1 calls and Gold Hill responded to 20,692 priority 1 calls. Sand Creek had more than twice the number of detainees as Gold Hill: 1,749 to 868.

Staffing in each substations are very similar (Sand Creek has 143 employees and Gold Hill has 149 employees); however, Gold Hill has 90.4% more building square footage; 85.1% more acreage; three times more holding cell capacity with the ability to support simultaneous male, female, and juvenile detainees; and twice the number of motor/maintenance bays to support vehicle repairs. Gold Hill also has 24.1% more city and employee vehicle parking capacity and more than twice the amount of visitor/citizen parking than Sand Creek. Sand Creek employees and citizens routinely park their personal vehicles on the street due to the limited number of parking spaces in designated parking lots. Clearly, the existing structure and amenities of the Sand Creek Substation are stretched to the limit in supporting the ever expanding law enforcement mission and operational tempo of the assigned sworn and civilian personnel.

Finally, since opening in 1989, the property adjacent to the east of Sand Creek was subsequently occupied by the Atlas Preparatory School with an enrollment of 550 children. School bus traffic and school childrens' athletic activities adjoin the substation throughout the day. Relocation to a new site would decrease the police and citizen vehicular traffic around the Atlas Preparatory School and make for a safer environment for the school children.

Property Site:

The purchased parcels of land will meet all criteria deemed necessary to be responsive to our citizens. The new location is ideally suited for police operations and citizen support. The property is located .5 miles northwest of the present Sand Creek Substation and .2 miles due east

of the S. Academy Blvd. and Academy Park Loop intersection and is readily accessible to citizens by Academy Park Loop. Located in the same geographical area, the location provides identical routes of access to and from Fountain and South Academy Boulevards for officers and citizens alike.

Citizen Outreach:

The department is cognizant of citizen and public input, involvement, and support for the new facility. To this end we are reaching out to the public on three levels. First, we have a current and former long standing member of the Public Safety Sales Tax Committee (PSSTC) serving on the department's internal design committee. Second, we are reaching out to our immediate neighbors within the community bordering the undeveloped site to inform them of the construction project and solicit their input or concerns. It is our goal to maintain a healthy and ongoing dialogue with our neighbors throughout the design and construction phases actively encouraging their participation. Third, we will reach out to the citizens at-large within City Council District #4. We are developing a communication plan and a meeting schedule to listen to all citizen concerns and document design input.

Building Design:

Our concept envisions the 8.69 acres of property accommodating a 1-2 story tall police substation with an approximate footprint of 43,000 square feet and a smaller auxiliary building to house a car wash of approximately 900-1,000 square feet. A 20,000-40,000 gallon underground fuel tank and two fuel pumps/four nozzles will service patrol cruisers and support vehicles.

Solicitation for citizen input will extend to the esthetics of the site design and utilization, i.e., the exterior design of the structure, shape, and footprint orientation on the property, landscaping, visitor parking, and the interior design of the public access area within the new Sand Creek police substation. Within the public access area, the department is committed to incorporating two large community rooms into the overall structure for civic and non-profit organization meetings; a large public lobby to provide a comfortable waiting area; two interview rooms for officers to take citizen complaints or victim statements in privacy; and a fingerprinting room to serve the public.

Within the restricted area of the structure the department will template the best design features of the Stetson Hills (2004) and the Gold Hill substation (2007) enhancing or expanding specific rooms or areas as required. The building office and conference rooms, open workstation areas, shift line-up room footprints will be designed to adequately support the 117 patrol officers and 26 civilian employees currently assigned to the Sand Creek Area Command and provide for a potential of a 30% increase in patrol officers and staff support personnel in the foreseeable future.

We are mindful that a large structure and attendant traffic may impact the traffic flow along Academy Park Loop. The 1.88 acres purchased as an easement to extend Inverness Drive south and east around the new Sand Creek police substation to Academy Park Loop will provide an alternate right way that will ease traffic flow. Scheduled traffic flow to and from the new site

during patrol shift changes will be minimal, from six to ten cruisers arriving and an equal number of cruisers departing the site 5x daily. Street parking congestion will be alleviated by two parking lots. The visitor's parking lot will have enough spaces to accommodate approximately 100 vehicles, inclusive of handicapped parking spaces, and 200+ City owned and employee privately-owned vehicles.

High Performance Building & Environmental Factors:

Our goal is to build a high performance sustainable building by reducing overall energy and utility costs; minimizing the impact on the environment; and, provide a safe and healthy interior environment for occupants and visitors. Typical features will include

- Optimum siting to take advantage of solar orientation, prevailing winds, and land features.
- Minimize line of sight issues with surrounding local neighbors
- Optimized insulation for the building envelope
- High performance air conditioning systems with energy recovery
- Individual controls for air conditioning and the installation of a Direct Digital Control (DDC) system to remotely monitor/control interior temperatures
- Use of natural lighting to the maximum extent possible using daylighting and views for open spaces, including light wells and skylights, with controls for occupant adjustment
- High efficiency Light Emitting Diodes (LEDs) lighting systems
- Recycled materials and locally harvested (produced) products and limiting construction debris that will ultimately be bound for landfill
- Avoid the use of Chlorofluorocarbons (CFCs) as a refrigerant that cause ozone depletion and specify the use of ozone friendly Hydrofluorocarbons (HFCs)
- Installation of durable long-life Ethylene Propylene Diene Monomer [M-class] (EPDM) rubber or Thermoplastic Polyolefin (TPO) white, reflective, energy-efficient, heat – welded single ply roof membrane systems
- Low Volatile Organic Compound (VOC) interior finishes, including carpets, wallcoverings, and adhesives
- Protecting and retention of existing and planned landscaping materials and natural features
- Selection of trees and plants that have low water and pesticide needs and generate minimum plant trimmings
- Control stormwater runoff through an efficient detention pond design in accordance with City Engineering and Environmental Protection Agency (EPA) Best Management Practices(BMPs)
- Use of proven innovative design techniques to minimize water consumption
- Installation of efficient sandtraps to capture solid sediment from the vehicle maintenance bays and car wash

We will follow the US Green Building Council (USGBC) Leadership In Energy and Environmental Design (LEED) nationally accepted benchmark for the design, construction, and operation of high performance green buildings. The goal is to design the new Sand Creek police

substation to the Silver performance rating level but not attempt the formal process of the USBGC LEED Certification process due to the added cost.

Selection of Architectural and Engineering Services:

Given that public and department input are key elements in the concept plan it is equally important to obtain an experienced architect firm to accurately capture and conceptualize the input into a design that accurately acceptable design. In writing the Request for Proposal (RFP) for architectural services the department will specify that only firms with previous and established experience in designing public safety facilities, with an emphasis in law enforcement facilities, will be considered for proposal submissions. The project is exponentially easier if department can work with professionals who understand the needs of law enforcement and the public input provided to the department, have a proven track record of designing law enforcement facilities, and can suggest innovative ways in which to address our combined unique requirements.

Conclusion:

The department is confident that our plan to engage the public, extracting, enhancing, or expanding the best design features of the Stetson Hills and Gold Hill substations, and engagement of an experienced architectural firm in the design of law enforcement facilities will result in the construction of a Sand Creek substation that will best serve the needs of community in which it serves and compliment the law enforcement mission of the Colorado Springs Police Department

APPENDIX 7 General Application Form (with Project Summary)

GENERAL INFORMATION

Edited 11.3.10

Project Name: Sand Creek Police Substation Existing Zone: PBG-1B-A0 Acreage: 10.57
 Site Address: _____ Direction from Nearest Street Intersection: • 2 miles due east from the intersection of S. Academy Blvd. and Academy Park Loop
 Tax Schedule Number(s): 6423306005
6423306017

TYPE OF PLAN(S) - Check all that apply.

<input type="checkbox"/> 2020 Land Use Map Amendment	<input type="checkbox"/> Master Plan <input type="checkbox"/> New <input type="checkbox"/> MJ <input type="checkbox"/> MN <input type="checkbox"/> MM
<input type="checkbox"/> Administrative Relief	<input type="checkbox"/> Nonuse Variance
<input type="checkbox"/> Amendment to Plat Restriction	<input type="checkbox"/> Preservation Easement Adjustment
<input type="checkbox"/> Annexation	<input type="checkbox"/> Property Boundary Adjustment
<input type="checkbox"/> Building Permit to Unplatted Land	<input type="checkbox"/> Street Name Change
<input type="checkbox"/> Building Permit Prior to Platting	<input type="checkbox"/> Subdivision Plat <input type="checkbox"/> PP <input type="checkbox"/> FP <input type="checkbox"/> PFP
<input type="checkbox"/> CMRS No. <input type="checkbox"/>	<input type="checkbox"/> Subdivision Waiver (Design/Process)
<input checked="" type="checkbox"/> Concept Plan <input checked="" type="checkbox"/> New <input type="checkbox"/> MJ <input type="checkbox"/> MN <input type="checkbox"/> MM <input type="checkbox"/> PUP	<input type="checkbox"/> Use Variance <input type="checkbox"/> New <input type="checkbox"/> MJ <input type="checkbox"/> MN <input type="checkbox"/> MM
<input type="checkbox"/> Conditional Use <input type="checkbox"/> New <input type="checkbox"/> MJ <input type="checkbox"/> MN <input type="checkbox"/> MM	<input type="checkbox"/> Vacation of Plat
<input type="checkbox"/> Development Agreement (PUD Zone)	<input type="checkbox"/> Vacation of Public Right-of-Way
<input type="checkbox"/> Development Plan <input type="checkbox"/> New <input type="checkbox"/> MJ <input type="checkbox"/> MN <input type="checkbox"/> MM <input type="checkbox"/> PUD	<input type="checkbox"/> Waiver of Replat
<input type="checkbox"/> Landscape Plan <input type="checkbox"/> Preliminary <input type="checkbox"/> Final <input type="checkbox"/> Irrigation	<input checked="" type="checkbox"/> Zone Change <input type="checkbox"/> PUZ Proposed Zone: <u>PF</u>

Note: MJ = Major Amendment; MN = Minor Amendment; MM = Minor Modification

PROJECT SUMMARY: Briefly describe the proposed project, including commercial, office and industrial square footage and/or residential lots or dwelling units.

See back side of this form.

OWNER/APPLICANT ACKNOWLEDGEMENT OF RESPONSIBILITIES:

The signature(s) hereby certify that the statements made by myself and constituting part of this application are true and correct. I am fully aware that any misrepresentation of any information on this application may be grounds for denial of this application. I agree that if this request is approved, it is issued on the representations made in this submittal, and any approval or subsequently issued building permit(s) or other type of permit(s) may be revoked without notice if there is a breach of representations or conditions of approval. The applicant/owner by his or her signature understands and agrees that he or she is responsible for the completion of all on-site and off-site improvements as shown and approved on the final plan (including landscaping, paving, lighting, etc.) prior to receiving a Certificate of Occupancy.

I, as the owner, wish to receive copies of all correspondence regarding this project.

Peter Carey 4-20-16 Joseph M. Curro 4-19-16
 Signature of Owner Date Signature of Applicant Date

CONTACT INFORMATION

Applicant: Joseph M. Curro Phone: 719.444.7430 Fax: 719.578.6056
 Address: 705 S. Nevada Ave. City: Colorado Springs State: CO
 Zip Code: 80903 E-Mail: currojo@ci.colospsgs.co.us
 Owner: Peter Carey Phone: 719.444.7401 Fax: 719.578.6169
 Address: 705 S. Nevada Ave. City: Colorado Springs State: CO
 Zip Code: 80903 E-Mail: CAREY@ci.colospsgs.co.us

PLANNER AUTHORIZATION TO SUBMIT PROJECT: (CITY USE ONLY)

Applicable Checklists Administrative (AR) Project blurb
 Distribution Buckslip Attached Application Assigned to: _____ Date: _____
 Payment \$ _____ Newly Assigned File No(s): _____
 Receipt No.: _____

CITY OF COLORADO SPRINGS
 General Application Form

General Application Form

Project Summary:

Construct a 1 or 2 story, 43,000 square feet police substation and a 900-1,000 square feet car wash on 8.69 acres of land. Extend Inverness Drive south and east to connect to Academy Park Loop on 1.88 acres of land.

APPENDIX 8 Environmental Assessment (EA) Phase I

Available and provided by Owner

APPENDIX 9 REFERENCES

1. The International Association of Chiefs of Police (IACP) - Police Facility Planning Guidelines - [Police Facility Planning Guidelines - IACP Homepage](#)
2. Federal Emergency Management Act (FEMA P361) - Safe Rooms for Tornadoes and Hurricanes: Guidance for Community and Residential Safe Rooms, Third Edition (2015) <https://www.fema.gov/zh-hans/media-library/assets/documents/3140>
3. International Code Council (ICC)/National Storm Shelter Association (NSSA) (ICC 500-2014) - Standard for the design and Consecution of Storm Shelters <http://codes.iccsafe.org/app/book/toc/2014/American%20National%20Standard/ICC%20500-2014/index.html>
4. International Building Code (IBC 2015) <http://codes.iccsafe.org/app/book/toc/2015/I-Codes/2015%20IBC%20HTML/index.html>
5. National Fire Protection Association (NFPA 1221) – Standard for the Installation, Maintenance, and Use of Emergency Services Communications Systems <http://www.nfpa.org/codes-and-standards/document-information-pages?mode=code&code=1221>
6. American Society for Testing and Materials (ASTM E1996/E1886) – Standard Test Method for [Performance of Exterior Windows and Curtain Walls, Doors, and Impact Protective Systems Impacted by Missile(s) and Exposed to Cyclic Pressure Differentials <http://www.astm.org/Standards/E1996.htm>
<http://www.astm.org/Standards/E1886.htm>
7. American Society of Civilian Engineers (ASCE 7) - Minimum Design Loads For Buildings and Other Structures <http://www.asce.org/templates/publications-book-detail.aspx?id=6725>
8. United States Department of Justice (DOJ)/ADA (Section 504) – Design Guide: Accessible Cells in Correctional Facilities <http://www.ada.gov/accessiblecells.htm>
9. American Disabilities Act (ADA) Section 35.151 of 28 CFR Part 35 Section – Detention and Correctional Facilities and 304 Turning Space, 306 Knee and Toe Clearance; 309 Operable Parts; 603 Toilet Rooms; 603.2 Clearances; 604 Water Closets and Toilet Compartments; 604.3.1 Size; 606 Lavatories and Sinks; 807 Holding Cells and Housing Cells; 903 Benches http://www.ada.gov/regs2010/titleII_2010/titleII_2010_regulations.htm
10. United States Green Building Council (USGBC) Leadership In Energy and Environmental Design (LEED) – Summary Requirements <http://www.usgbc.org/cert-guide/commercial>

11. Pikes Peak Regional Building Department (PPRBD) – Pikes Peak Regional Building Code 2011 Edition
<http://www.pprbd.org/PublicAccess/Contractors.aspx>

SECTION VI

5.0 SCHEDULES

Schedule A Price Sheet
Schedule B Insurance Requirements

SCHEDULE A – PRICE SHEET

The undersigned declares that it has carefully examined the cost information and the complete Solicitation, (The term solicitation means the complete request for proposal) in submitting a proposal for “**Sand Creek Substation Architectural Design Services**”. Offeror’s signature will be considered the offerer’s acknowledgment of understanding and ability to comply with all items in this solicitation.

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

DESCRIPTION	TOTAL COST
Phase 1 – Development of Design Alternatives	\$ _____
Phase 2 – Concept Review and Selection	\$ _____
Phase 3 – Plan Development	\$ _____
Phase 4 – Solicitation of Project Construction Management/General Contractor (CM/GC)	\$ _____
Phase 5 – Construction Management/Quality Assurance	\$ _____
TOTAL	\$ _____
Alternate Scope of Services Cost	\$ _____

NOTE:

Alternate Scope of Services Cost should only include Phases 1 – 3.

SCHEDULE B – INSURANCE REQUIREMENTS

B.1 Contractor's Insurance

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

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

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

(b) General Liability Insurance.

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

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

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

The limits of liability shall not be less than:

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

(c) Automobile Liability Insurance.

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

(d) Professional Liability.

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

(e) Pollution Liability.

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

(f) Umbrella/Excess Liability.

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

(g) Deductible or Self-Insured Retention.

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

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

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

The insurance requirements are minimum requirements for the Contract and in no way limit the indemnity covenants contained in the Contract. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under the Contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as the Contract may determine is necessary.

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

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

B.2 The insurance coverage required within this entire subsection shall not minimize, limit, nor eliminate the Contractor's responsibility for any uninsured or uncovered claims, losses, or expenses occurring during or after completion of this Project.

B.3 The foregoing requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by the City, or their insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liability and obligations otherwise assumed by Contractor pursuant to this Contract, including but not limited to the provisions concerning indemnification.

B.4 The City reserves the right to withhold payments to Contractor in the event of material noncompliance with the insurance requirements outlined above.